**OFFICIAL AGENDA**
**TUESDAY November 17, 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**

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Pledge to the Flag: Moment of Silence: Minutes

**REGULAR AGENDA**

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**PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS**

**CLAIMS**

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**CONSENT AGENDA**

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**1. CLERK AND RECORDER**

Unnumbered Certificate of Survey, Section 30, Township 1 South, Range 25 East, ROW Dedication and Acceptance

**2. COMMISSIONERS**

Board Openings - MetraPark Advisory Board

**3. FINANCE**

**a.** Sheriff's Office- Request to Expend - New Cell Phone for Courthouse Deputy

**b.** Contract with Star Service, Inc. for Bathtub Replacement at Youth Services

**4. SUPERINTENDENT OF SCHOOLS**

Revised FP-9

**5. HUMAN RESOURCES**

**a.** Isolved Agreement

**b.** **PERSONNEL ACTION REPORTS - Detention Facility** - 5 Appointments, 1 Termination; **Justice Court** - 1 Termination; **Sheriff's Office** - 1 Termination; **Youth Services Center** - 1 Salary & Other

## FILE ITEMS

**1. AUDITOR**

Payroll Audit October 16 - October 31, 2026

**2. CLERK OF DISTRICT COURT**

Checks and Disbursements for October 2026

**3. HUMAN RESOURCES**

October 16-October 31 Payroll Audit

**4. PUBLIC WORKS**

- **a.** Contracts with John's Home and Yard Service for RSID Snow Plowing
- **b.** Contracts with Black Hat Mobile for RSID Snow Plowing
- **c.** Contract with Nature's Beauty USA LLC.
- **d.** Contract with Schessler Excavation & Septic Medic
- **e.** Contract with CSI Inc.

**5. TREASURER**

2026 Top 10 Taxpayers

**PUBLIC COMMENTS ON COUNTY BUSINESS**

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

**CLOSED**: New Litigation: McSloy, Bowen, Kechanin Update: Matta Claims: Altwine

**B.O.C.C. Regular**

**Meeting Date:** 11/17/2026

**Title:** COS Dan and Julane Farms, LLC

**Submitted For:** Jeff Martin, Clerk And Recorder

**Submitted By:** Jeff Martin, Clerk And Recorder

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**TOPIC:**

Unnumbered Certificate of Survey, Section 30, Township 1 South, Range 25 East, ROW Dedication and Acceptance

**BACKGROUND:**

Reviewed.

**RECOMMENDED ACTION:**

Approve.

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**B.O.C.C. Regular**
**Meeting Date:** 11/17/2026
**Title:** Board Openings
**Submitted By:** Erika Guy

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**TOPIC:**
Board Openings - MetraPark Advisory Board

**BACKGROUND:**
See Attached

**RECOMMENDED ACTION:**
Post

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**Attachments**

Board Openings

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# YELLOWSTONE COUNTY BOARD OPENINGS

**November 17, 2026**

| | | |
|---|---|---|
| **METRAPARK ADVISORY BOARD** | 1 year | 5 full to 12/31/27 |

**APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED UNTIL 5:00PM ON THURSDAY, December 17, 2026**

**November 10, 2026**

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

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

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

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

| | | |
|---|---|---|
| **CUSTER CEMETERY BOARD** | 3 year | 1 partial to 6/30/27 |
| **TAX APPEAL BOARD** | 3 year | 1 full to 12/31/29 |
| **BOARD OF HEALTH** | 3 year | 1 full to 12/31/29 |

| | | |
|---|---|---|
| **HISTORIC PRESERVATION BOARD** | 2 year | 1 full to 12/31/28 |

- **NOTE: Eligible applicants for the above board must have professional expertise in history, planning, archaeology, architecture, or historic preservation-related disciplines.**

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

**October 20, 2026**

| | | |
|---|---|---|
| **CITY/COUNTY PLANNING: DIST 4** | 2 year | 1 partial to 12/31/26 |
| **CITY/COUNTY PLANNING: DIST 5** | 2 year | 1 full to 12/31/27 |

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

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

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

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

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

| | | |
|---|---|---|
| **LOCKWOOD PEDESTRIAN SAFETY DISTRICT ADV.** | 3 year | 1 partial to 12/31/27 |
| **ALLIES IN AGING** | 2 year | 2 full to 6/30/28 |

**APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED UNTIL 5:00PM ON THURSDAY, November 19, 2026**

**B.O.C.C. Regular** **3. a.**

**Meeting Date:** 11/17/2026

**Title:** Sheriff's Office - Request to Expend - New Cell Phone for Courthouse Deputy

**Submitted By:** Jared Gavin

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**TOPIC:**

Sheriff's Office- Request to Expend - New Cell Phone for Courthouse Deputy

**BACKGROUND:**

The Sheriff's Office is requesting the Commissioners' approval for a cell phone for the Courthouse Deputy. All cell phones with contractual obligations must be approved by the Commissioners. The phone has a cost of $0.99 and the monthly line fees are approximately $43.10 per month with a two-year agreement. A new cell phone for the courthouse deputy in the Sheriff's Office is for communication with sheriff's office staff and county staff while out of the office. (no recycled phones in IT)

**RECOMMENDED ACTION:**

Approve the request and return a copy to Finance.

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**Attachments**

RTE-Courthouse Deputy Cell Phone

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# 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: _New Cell Phone

Cost: _$0.99

Other Costs: _$43.10 per month for unlimited voice and data plan (2 year) ___

Less Trade-in / Discount

Net Cost of Request

Explanation of Purchase _New Cell Phone for Courthouse Deputy

Sheriff's Office

Department

Elected Official or Department Manager

Budget Information

COMMISSIONER ACTION

Account Numbers: 2300.000 132420150.345

Approved: YES, ___ No ___

Budget Balance: _$8.942.44

Tabled: _____

Is this a budgeted item? No

Date: _____

Finance Note:

Votes: YES NO

Chairperson ____ ____

Member ____ ____

Member ____ ____

Purchasing Agent

Date 11/9/26

**B.O.C.C. Regular** **3. b.**

**Meeting Date:** 11/17/2026

**Title:** Contract with Star Service, Inc. for Bathtub Replacement at Youth Services

**Submitted By:** Jared Gavin

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**TOPIC:**

Contract with Star Service, Inc. for Bathtub Replacement at Youth Services

**BACKGROUND:**

Install and replace 7 bathtubs at Youth Services, the demolition of old bathtubs, and install new drain assemblies. The contractor shall commence work on 11-17-2026 and shall complete the described work by 12-17-2026. The County shall pay the Contractor a total of $46,788.00 for the satisfactory completion of the scope of services. Certificate of Insurance will follow after the signing of the contract. This project has been budgeted for and is under the current budget.

**RECOMMENDED ACTION:**

Approve and return a copy to Finance

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**Attachments**

Contract with Star Service, Inc.

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# YELLOWSTONE COUNTY
# INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and Star Service, Inc. Mechanical Contractors, herein referred to as "CONTRACTOR", whose address is 26 South 24th Street, PO Box 1560 Billings, Montana 59103-1560.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as **Exhibit [A]**

[Star Service is pleased to offer the following proposal for labor and materials to replace existing bathtubs at Youth Services. Services provided will be demolition of old tubs, replace shower valves, new drain assemblies, installation of seven new tubs and surround, and trim demolished areas with drywall, FRP wall paneling and Trim.]

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

3. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR shall commence work upon approval of this Contract by both parties and shall complete the described work by December 16th, 2026.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of $46,788.00. 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 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, November 5th, 2026
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit [A]**

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

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

9. INSURANCE: CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of seven hundred 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 CONTRACTORS'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. 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 November 17th, 2026.

| | |
|---|---|
| COUNTY:<br>Yellowstone County<br>Billings, MT 59101 | CONTRACTOR<br>Star Service, Inc.<br>[Billings, Montana 59103-1560] |
| _____<br>Mark Morse, Chair<br>Board of County Commissioners | _____<br>Skyler Best<br>Service Manager |

ATTEST:

_____
Jeff Martin, Clerk and Recorder

**Exhibit [A]**

# Star Service, Inc.

Mechanical Contractors

Est. 1961



November 6, 2026

**TO:** Cody

**RE:** **Replace bathtubs at Youth services**

Star Service Inc is pleased to offer the following proposal for labor and materials to replace existing bathtubs at youth services:

- Demo old tub
- Replace shower valve
- New drain assemblies
- Install new tub and surround
- Trim demolished areas with drywall, FRP wall paneling and Trim

**Base Bid per unit: $6684**

**Total for all 7) units: $46788**

**Addition:**

**NOTE:**
**We EXCLUDE Additional fixtures and faucets**
**We EXCLUDE Installation/modification of flooring**
**We EXCLUDE Provision/installation of grab bars**
**We EXCLUDE Paint**
**We EXCLUDE Electrical**
**We EXCLUDE Fire Protection**
**We EXCLUDE HVAC**

Respectfully Submitted,

Skyler Best, Service manager
STAR SERVICE, INC.

**B.O.C.C. Regular**

**Meeting Date:** 11/17/2026

**Title:** Revised FP-9

**Submitted For:** Hank Peters **Submitted By:** Hank Peters

**TOPIC:**

Revised FP-9

**BACKGROUND:**

OPI asked for a revised FP-9 form to be produced with the additional mills for Broadview and Elder Grove School Districts.

**RECOMMENDED ACTION:**

Approve

**Attachments**

Revised FP-9

FP9

FY 2027

# 56 Yellowstone

| | |
|---|---|
| State Mills: | 40.00 |
| EL County Mills: | 33.00 |
| HS County Mills: | 22.00 |
| County Transportation Mills: | 1.95 |
| HS Retirment Mills: | 7.72 |
| EL Retirement Mills: | 14.33 |
| HS Co. Gen. Fund BASE Mills: | ~~11.38~~ 11.40 |
| EL Co. Gen. Fund BASE Mills: | 20.35 |

The mill levies for each fund, as submitted on the budget by the districts within the county, are prefilled in the table below. If the number of mills levied by the county commissioners is different than those provided, the certified mills for a given district should be entered in the space below the incorrect mill. If Submit ID does not match the county official copy, contact OPI.

| District | Submit ID | 01 Non-Iso | 01 Over-BASE | 10 Transpo | 11 Bus Dep | 13 Tuition | 17 Adult Ed | 19 Non-Op | 28 Tech | 29 Flex | 50 Debt Serv | 61 Bldg Reserv |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0965 Billings Elem | ELBond | - | | | | | | | | - | 28.11 | |
| 0965 Billings Elem | 0965-96667813 | - | 62.19 | 21.91 | - | 30.24 | 2.45 | - | 4.46 | - | - | 1.29 |
| 0966 Billings H S | HSBond | - | | | | | | | | - | 1.75 | |
| 0966 Billings H S | 0966-64125499 | - | 23.75 | 7.97 | - | 8.19 | 5.45 | - | 3.17 | - | - | 0.70 |
| 0968 Blue Creek Elem | 3 | - | | | | | | | | - | 0.21 | |
| 0968 Blue Creek Elem | 0968-17534808 | - | 43.89 | 7.11 | - | 21.13 | 3.69 | - | - | - | - | 2.00 |
| 0969 Canyon Creek Elem | 0969-23326727 | - | 33.13 | 29.38 | - | 6.24 | - | - | - | - | - | 1.52 |
| 0970 Laurel Elem | 7-70 | - | | | | | | | | - | 80.07 | |
| 0970 Laurel Elem | 0970-56721075 | - | 23.85 | 10.82 | 4.16 | 12.37 | 1.01 | - | 0.67 | - | - | 1.47 |
| 0971 Laurel H S | High School 2004 | - | | | | | | | | - | 4.30 | |
| 0971 Laurel H S | 0971-00060617 | - | 13.97 | 6.20 | 2.08 | 2.54 | 1.03 | - | 0.34 | - | - | 0.75 |
| 0972 Elder Grove Elem | 8 | - | | | | | | | | - | ~~72.06~~ | |
| 0972 Elder Grove Elem | 0972-44985820 | - | ~~1.70~~ | ~~23.35~~ | - | ~~14.01~~ | 0.34 | - | - | - | 72.92 | ~~2.34~~ |
| 0975 Custer K-12 Schools | Series 2017EL | - | 1.72 | 23.63 | | 14.18 | | | | - | 29.32 | 2.36 |
| 0975 Custer K-12 Schools | Series 2017HS | - | | | | | | | | - | 58.40 | |
| 0975 Custer K-12 Schools | 0975-97102788 | - | 113.23 | 70.38 | 29.38 | 30.37 | 1.00 | - | - | - | - | 7.55 |
| 0976 Morin Elem | 0976-44438037 | - | 9.18 | 2.65 | - | 7.20 | - | - | - | - | - | - |
| 0979 Broadview K-12 | 0979-34249310 | - | ~~35.96~~ | ~~12.67~~ | ~~6.38~~ | ~~6.68~~ | - | - | - | - | - | ~~2.14~~ |
| 0981 Elysian Elem | D23 | - | 36.29 | 12.78 | 6.44 | 6.74 | | | | - | 30.49 | 2.16 |
| 0981 Elysian Elem | 0981-81888022 | - | 16.65 | 3.41 | 0.27 | 2.71 | 0.63 | - | 0.27 | - | - | 4.74 |
| 0983 Huntley Project K-12 Schools | 0983-80805175 | - | 39.08 | 47.71 | 41.72 | 22.40 | 2.03 | - | 4.00 | - | - | 2.71 |
| 0985 Shepherd Elem | 37 | - | | | | | | | | - | 52.86 | |
| 0985 Shepherd Elem | 0985-27035243 | - | 20.54 | 27.05 | 26.39 | 21.05 | - | - | 5.98 | - | - | 3.16 |
| 0986 Shepherd H S | 37 | - | | | | | | | | - | 18.06 | |

| District | Submit ID | 01 Non-Iso | 01 Over-BASE | 10 Transpo | 11 Bus Dep | 13 Tuition | 17 Adult Ed | 19 Non-Op | 28 Tech | 29 Flex | 50 Debt Serv | 61 Bldg Reserv |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0986 Shepherd H S | 0986-50834608 | - | 34.95 | 25.56 | 20.01 | 11.17 | 1.50 | - | 3.13 | - | - | 1.28 |
| 0987 Pioneer Elem | 0987-56336424 | - | 26.51 | 16.01 | 7.33 | 71.63 | 1.35 | - | 2.70 | - | - | 3.77 |
| 0989 Independent Elem | 52 Elem | - | | | | | | | | - | 29.06 | |
| 0989 Independent Elem | 0989-36082037 | - | 23.56 | 12.57 | - | 28.88 | - | - | - | - | - | 2.48 |
| 1196 Yellowstone Academy Elem | 1196-22890634 | - | - | - | - | - | - | - | - | - | - | - |
| 1241 Lockwood K-12 | K12 EL | - | | | | | | | | - | 24.32 | |
| 1241 Lockwood K-12 | K12 HS | - | | | | | | | | - | 97.22 | |
| 1241 Lockwood K-12 | EL | - | | | | | | | | - | 14.82 | |
| 1241 Lockwood K-12 | 1241-32874776 | - | 45.76 | 35.08 | - | 19.97 | 0.40 | - | 2.63 | - | - | 2.84 |

County Superintendent: Please send a copy of the completed form to your County Appraisal/Assessment Office. Thanks!

| | Printed Name | Signature | Date |
|---|---|---|---|
| County Clerk/Recorder: | JEFF MARTIN | | 11/9/26 |
| County Treasurer: | Hank Peters | Hank Peters | 11/9/26 |
| County Superintendent: | Hank Peters | Hank Peters | 11/9/26 |

10/1/2026 12:55

**B.O.C.C. Regular** **5. a.**

**Meeting Date:** 11/17/2026

**Title:** ISolved Agreement

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Isolved Agreement

**BACKGROUND:**

This is for the County's time and attendance program.

**RECOMMENDED ACTION:**

Approve.

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**Attachments**

Isolved Agreement

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# Initial or Add-on Services Order Form

11/05/2026 • Initial Term 1 year(s)
Account #49955 • Add On

## Section 1. Employer Information

Employer
**Yellowstone County**
PO Box 35003
Billings MT 59107

#FEINs: 1 FEIN:

Client
**Kevin Gillen**
PO Box 35003
Billings MT 59107

kgillen@yellowstonecountymt.gov

**Offer shall expire and become void if not accepted by fully executing this form by 12/05/2026**

Employer hereby subscribes for the Services described herein below and agrees to pay the associated Fees for same, on the payment terms set forth in this Initial or Add-On Services Order Form ("Order Form"), and the Terms and Conditions referenced below (together, the "Agreement"). If any terms and conditions contained in this Order Form conflict with terms and conditions of any previously executed agreements regarding the same subject matter, the terms set forth in this Order Form shall supersede those conflicting terms. If this Order Form is entered into to add services to an existing account, the terms set forth in this Order Form shall apply as to the Services subscribed to herein, unless otherwise indicated in the Notes section hereof. **The Initial Term of the Agreement begins on the Effective Date (which shall serve as the Effective Date for all Documentation unless otherwise indicated in the Notes section herein). Billing begins upon the availability of the Services, regardless of whether or when Employer begins using the Services.**

| Total Employees | Go Live Date | Implementation Fee | Total (Annualized) Price |
|---|---|---|---|
| 800 | 01/04/2027 | $6,072.00 (One-Time) | $41,541.00 |

By naming the "Agency Contact," Employer authorizes isolved to communicate directly with the Agency Contact about all aspects of the Services related to the items indicated herein. Employer will indemnify, defend and hold harmless isolved and such other of isolved's directors, officers, employees, shareholders, members and Affiliates (as defined in the Terms and Conditions) from and against any Claims (as defined in the Terms and Conditions) arising out of or related to any Agency Contact's (or affiliated entities or individuals thereof) acts or omissions whatsoever related directly or indirectly to the Services. Not Applicable if left blank.

Agency Details

Agency

Agency Contact

We authorize designee for:

| Online Access | PHI Contact | Receive Reports |
|---|---|---|
| Yes X No | Yes X No | Yes X No |

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# Initial or Add-on Services Order Form

**11/05/2026 • Initial Term 1 year(s)**
**Account #49955 • Add On**

## Section 2. Summary of Service and Fees †

### Recurring Fees – PEPM* †† If Payroll is purchased, Third Party Optional Additional Services are automatically added.

| Item | PEPM | Monthly | Annual |
|---|---|---|---|
| Time and Labor Management | | | |
| **Total Recurring Fees - PEPM** | **$3.36** | **$2,688.00** | **$32,256.00** |

**PEPM* = PER EMPLOYEE PER MONTH; Excludes one time and year end fees*

### Recurring Fees – Per Pay Period

| Item | Per Unit | Per Pay Period | Annual |
|---|---|---|---|
| **Total Recurring Fees – Per Pay Period** | | **$0.00** | **$0.00** |

### Recurring Fees - Monthly

| Item | Quantity | Monthly | Annual |
|---|---|---|---|
| ESA - V850 | 21 | **$267.75** | |
| **Total Recurring Fees – Monthly** | | **$267.75** | **$3,213.00** |

### **One Time Fees

| Item | Quantity | Total |
|---|---|---|
| Implementation fees | | $6,072.00 |
| **Total Implementation and One Time Fees** | | **$6,072.00** |

**Tax Registration Service billed per jurisdiction*

***Employer** agrees that 50.0% of the implementation fees are due upon signature, and will be paid via ACH or wire. Processing times forbilling and collection of such fees may vary, Any remaining implementation fees shall be due upon theavailability of Services, or thirty (30) days from signature, to be determined at isolved's sole discretion*

### Year End Fees

| Item | Quantity | Total |
|---|---|---|
| **Total Year End Fees** | | **$0.00** |

### Hardware Fees

| Item | Quantity | Total |
|---|---|---|
| **Total Hardware Fees** | | **$0.00*** |

* *Taxes and shipping on Hardware purchases will be added to your total invoice*

### Additional Information

| |
|---|
| Shipping: (Ground) |
| Starting Badge #: |

## Total Platform, Implementation, and Configuration Fee

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| | | |
|---|---|---|
| Total Platform, Implementation, and Configuration Fee Due upon signature | 50.0% | $3,036.00 |
| Total Platform, Implementation, and Configuration Fee Due at the Service Start Date or thirty (30) Days from signature, to be determined at isolved's sole discretion. | 50.0% | $3,036.00 |
| | **Total one-time fees** | **$6,072.00** |

## Total Contract Price

| | |
|---|---|
| Recurring Fees (Annual) | $35,469.00 |
| Recurring Fees (Per Pay Period Annualized) | $0.00 |
| One Time Fees | $6,072.00 |
| Year End Fees | $0.00 |
| Hardware Fees | $0.00 |
| **FIRST YEAR FEE** | **$41,541.00** |

†**NOTICE**- Employer may subscribe to Bundled Services containing features Employer may choose to access, in whole or in part, on the Effective Date or later. If Applicable, features of Bundled Services are listed in the Notes section below, along with any associated fees. If Employer wishes to activate access to features of Bundled Services later, Employer should contact isolved at (800) 733-8839. Employer understands that activation of such features may involve the fees listed in the Notes below or other additional fees. Activation will be followed by a confirmation to Employer by isolved memorializing the activation and showing the fee changes. Employer understands and agrees that activation of any Bundled Services features after the Effective Date shall be governed by this agreement.

## Section 3. The Agreement, Terms and Conditions, Order Forms, and Other Documents

The Agreement between the Employer and isolved (together the "Parties," and each individually a "Party") means the Terms and Conditions contained at https://www.isolvedhcm.com/legal/agreements/terms-and-conditions (as may be amended from time to time), together with any additional terms and conditions below and any attachments to this Order Form hereto.

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## Section 4. Notes

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# Initial or Add-on Services Order Form

**11/05/2026 • Initial Term 1 year(s)**
**Account #49955 • Add On**

## Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the last Party to sign below.

isolved Account Executive

11/5/2026

Signed Date

Michael Haske
Chief Executive Officer

isolved Inc.
11215 N. Community House Rd, Ste.800
Charlotte, NC 28277
800-733-8839

Employer Authorization

11-10-26

Kevin Gillen
IT Director

kgillen@yellowstonecountymt.gov

Yellowstone County
PO Box 35003
Billings, MT 59107

## Our Customers Are Our People Heroes.

At isolved, we care, we are passionate, and we work as a team to help our customers and each other every day, which means we are always accountable for your and our own success, and we thank you for this opportunity. I like to say that isolved is more than big enough to deliver for you as you grow, yet small enough and agile enough to be there for you whenever you need us. My contact details are listed below, and should you have any questions that I can assist with now as you look to make your decision, but more importantly, should you choose to honor isolved with your business, over the coming years, then please do not hesitate to call or email.



Sincerely,

**Michael Haske**
Chief Executive Officer
mhaske@isolvedhcm.com

## The Results Are In. People Love isolved.



**B.O.C.C. Regular** **5. b.**

**Meeting Date:** 11/17/2026

**Title:** PARS

**Submitted By:** Teri Reitz, Board Clerk

---

**TOPIC:**

**PERSONNEL ACTION REPORTS - Detention Facility** - 5 Appointments, 1 Termination; **Justice Court** - 1 Termination; **Sheriff's Office** - 1 Termination; **Youth Services Center** - 1 Salary & Other

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Approve.

---

**Attachments**

PARS

PAR

---

Yellowstone County Commissioners
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# Hire/Personnel Action Form

## Employee Information

Employee
Geoffrey Hemenway Jr

## Hire Information

Position Details
Detention Officer (D) (5090)

Person ID
58927062

Department
Sheriff's Office

Division
Detention Facility

Hire Req#
202600461

Job Class
Detention Officer (D)

Job Class#
5090

Job Type
Full-Time Regular

Pay Rate
$30.00

HireDate
11/23/26

## Comments

Funding: 2300136420200111 @ 100%
replaces: Barker

## Approvals

| | | |
|---|---|---|
| HUMAN RESOURCES | Kevin Gillen | 11/6/26 9:41 AM |
| FINANCE | JENNIFER JONES | 11/6/26 9:54 AM |

Commissioners Action

| | Approve | Disapprove |
|---|---|---|
| Chair | MH | ____ |
| Member | [illegible] | ____ |
| Member | [illegible] | ____ |

Yellowstone County Commissioners
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# Hire/Personnel Action Form

## Employee Information

Employee
Keaton Bender-Mitchell

## Hire Information

| | | |
|---|---|---|
| Position Details<br>Detention Officer (D) (5090) | Hire Req#<br>202600461 | Job Type<br>Full-Time Regular |
| Person ID<br>69169057 | Job Class<br>Detention Officer (D) | Pay Rate<br>$30.00 |
| Department<br>Sheriff's Office | Job Class#<br>5090 | HireDate<br>11/23/26 |
| Division<br>Detention Facility | | |

## Comments

Funding: 2300136420200111@ 100%
replaces: Bartholomew, B

## Approvals

| | | |
|---|---|---|
| HUMAN RESOURCES | Kevin Gillen | 11/10/26 8:52 AM |
| FINANCE | JENNIFER JONES | 11/10/26 10:45 AM |

**Commissioners Action**

| | Approve | Disapprove |
|---|---|---|
| Chair | MM | |
| Member | | |
| Member | | |

Yellowstone County Commissioners
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# Hire/Personnel Action Form

## Employee Information

Employee
Caleb Giacomini

## Hire Information

| | | |
|---|---|---|
| Position Details<br>Detention Officer (D) (5090) | Hire Req#<br>202600461 | Job Type<br>Full-Time Regular |
| Person ID<br>58696716 | Job Class<br>Detention Officer (D) | Pay Rate<br>$30.00 |
| Department<br>Sheriff's Office | Job Class#<br>5090 | HireDate<br>11/16/26 |
| Division<br>Detention Facility | | |

## Comments

FUNDING:2300136420200.111 @ 100%
REPLACES: HERZOG

## Approvals

| | | |
|---|---|---|
| HUMAN RESOURCES | Kevin Gillen | 11/10/26 8:53 AM |
| FINANCE | JENNIFER JONES | 11/10/26 10:45 AM |

Commissioners Action

| | Approve | Disapprove |
|---|---|---|
| Chair | MH | |
| Member | MAH | |
| Member | | |

Yellowstone County Commissioners
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# Hire/Personnel Action Form

## Employee Information

Employee
Diego Diaz Marquez

## Hire Information

Position Details
Detention Officer (D) (5090)

Person ID
64218395

Department
Sheriff's Office

Division
Detention Facility

Hire Req#
202600461

Job Class
Detention Officer (D)

Job Class#
5090

Job Type
Full-Time Regular

Pay Rate
$30.00

HireDate
11/16/26

## Comments

Funding:2300.136.420200.111 @ 100%
replaces: Schlichting

## Approvals

| | | |
|---|---|---|
| HUMAN RESOURCES | Kevin Gillen | 11/10/26 9:52 AM |
| FINANCE | JENNIFER JONES | 11/10/26 10:45 AM |

Commissioners Action

| | Approve | Disapprove |
|---|---|---|
| Chair | MM | |
| Member | MJN | |
| Member | | |

Yellowstone County Commissioners
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# Hire/Personnel Action Form

## Employee Information

Employee
Lintford Pruett

## Hire Information

Position Details
Detention Officer (D) (5090)

Person ID
65336287

Department
Sheriff's Office

Division
Detention Facility

Hire Req#
202600461

Job Class
Detention Officer (D)

Job Class#
5090

Job Type
Full-Time Regular

Pay Rate
$30.00

HireDate
11/23/26

## Comments

Funding: 2300136420200111@ 100%
replaces: Wylie

## Approvals

| | | |
|---|---|---|
| HUMAN RESOURCES | Kevin Gillen | 11/6/26 9:41 AM |
| FINANCE | JENNIFER JONES | 11/6/26 9:54 AM |

Commissioners Action

| | Approve | Disapprove |
|---|---|---|
| Chair | MH | |
| Member | MSN | |
| Member | | |

Yellowstone County Commissioners
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# YELLOWSTONE COUNTY
# PERSONNEL ACTION REPORT

## Section 1

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

---

Name: Audrey Mann — Effective Date: 11/6/26

Current Title: Senior JC Clerk (Civil) — Gr. D — Salary $ 21.78

Title Change: _____ — Gr. ____ — Salary $ _____

**Check as Applicable:**

| | | | |
|---|---|---|---|
| Regular Full Time: | ___ | New Hire: | ___ |
| Regular Part Time: | ___ | Rehire: | ___ |
| Temp Full Time: | ___ | | |
| Temp Part Time: | ___ | Termination: | X voluntary - going to OPD conflict |
| Seasonal Hire: | ___ | Promotion: | ___ |
| Replaces position Name_____ | ___ | Transfer: | ___ |
| New Budgeted Position | ___ | Demotion: | ___ |
| Other: | ___ | Reclassification: | ___ |

---

Funding: 1000 - 121 - 410340 - 111 Percent 100% New Account ___

_____ - _____ - _____ - _____ Percent ____ Split Account ___

Elected Official/Department Head — 10/28/26 Date

---

## Section 2

Human Resources:

Note: _____

Kim Gillespie 11-6-26

Director Date

H.R. Comments:

_____

_____

Date entered in payroll _____

Clerk & Recorder - original
Human Resources – canary
Auditor – pink
Department - goldenrod

Finance:

Note: _____

Director — 10.9.26 Date

Commissioner's Action

| | Approve | Disapprove |
|---|---|---|
| Chair | MM | ___ |
| Member | MM | ___ |
| Member | | ___ |

revised 02/13

Yellowstone County Commissioners
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NOV 09 2026

# YELLOWSTONE COUNTY
# PERSONNEL ACTION REPORT

## Section 1

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

---

Name: Hezekiah Sexson

Effective Date: 11/13/2026

Current Title: Deputy Sheriff

Gr. ____ Salary $ 36.12

Title Change: _____

Gr. ____ Salary $ _____

**Check as Applicable:**

| | | | |
|---|---|---|---|
| Regular Full Time: | XX | New Hire: | ___ |
| Regular Part Time: | ___ | Rehire: | ___ |
| Temp Full Time: | ___ | | |
| Temp Part Time: | ___ | Termination: (Voluntary) | XX |
| Seasonal Hire: | ___ | Promotion: | ___ |
| Replaces position Name_____ | ___ | Transfer: | ___ |
| New Budgeted Position | ___ | Demotion: | ___ |
| Other: | ___ | Reclassification: | ___ |

---

Funding: 2300 - 132 - 420150 - 111 Percent 100 New Account ___

____ - ____ - ____ - ____ Percent ____ Split Account ___

Elected Official/Department Head

10/30/2026
Date

---

## Section 2

Human Resources:

Note: _____

Director Date 11-6-26

H.R. Comments:

_____

_____

Date entered in payroll _____

Clerk & Recorder - original
Human Resources – canary
Auditor – pink
Department - goldenrod

Finance:

Note: _____

Director Date 11.9.26

Commissioner's Action

| | Approve | Disapprove |
|---|---|---|
| Chair | MA | ___ |
| Member | MTN | ___ |
| Member | | ___ |

revised 02/13

Yellowstone County Commissioners
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# YELLOWSTONE COUNTY
# PERSONNEL ACTION REPORT
## Section 1

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

---

Name: Amber Stottlenberg — Effective Date: 11/01/26

Current Title: JCW — Gr. 7 — Salary $ 26.03

Title Change: _____ — Gr. ____ — Salary $ -.70 / 25.33

**Check as Applicable:**

| | | | |
|---|---|---|---|
| Regular Full Time: | ✓ | New Hire: | ___ |
| Regular Part Time: | ___ | | |
| Temp Full Time: | ___ | Rehire: | ___ |
| Temp Part Time: | ___ | Termination: | ___ |
| Seasonal Hire: | ___ | Promotion: | ___ |
| Replaces position Name_____ | ___ | Transfer: | ___ |
| New Budgeted Position | ___ | Demotion: | ___ |
| Other: no longer overnight | ___ | Reclassification: | ? |

---

Funding: 2399 - 235 - 420250 - 111 Percent 100% New Account ___

_____ - _____ - _____ - _____ Percent ____ Split Account ___

L Bath — Elected Official/Department Head

11/05/26 — Date

---

## Section 2

Human Resources:

Note: _____

Ken Gilles 11-10-26
Director — Date

Finance:

Note: _____

Jenn Jones 11.12.26
Director — Date

H.R. Comments:

_____

_____

Date entered in payroll _____

Clerk & Recorder - original
Human Resources – canary
Auditor – pink
Department - goldenrod

Commissioner's Action

| | Approve | Disapprove |
|---|---|---|
| Chair | MH | ___ |
| Member | MJW | ___ |
| Member | | ___ |

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# YELLOWSTONE COUNTY
# PERSONNEL ACTION REPORT
## Section 1

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

---

Name: James Caraway

Effective Date: 11/06/2026

Current Title: Detention Officer

Gr. ____ Salary $ 30.00

Title Change: _____

Gr. ____ Salary $ _____

**Check as Applicable:**

| | | | |
|---|---|---|---|
| Regular Full Time: | XX | New Hire: | ___ |
| Regular Part Time: | ___ | Rehire: | ___ |
| Temp Full Time: | ___ | | |
| Temp Part Time: | ___ | Termination: | XX |
| Seasonal Hire: | ___ | Promotion: | ___ |
| Replaces position Name_____ | ___ | Transfer: | ___ |
| New Budgeted Position | ___ | Demotion: | ___ |
| Other: | ___ | Reclassification: | ___ |

---

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

_____ - _____ - _____ - _____ Percent ____ Split Account ___

_____ 11/10/2026

Elected Official/Department Head — Date

---

## Section 2

Human Resources:

Note: _____

_____ 11-10-26

Director — Date

H.R. Comments:

_____

_____

Date entered in payroll _____

Clerk & Recorder - original
Human Resources – canary
Auditor – pink
Department - goldenrod

Finance:

Note: _____

_____ 11.12.26

Director — Date

Commissioner's Action

| | Approve | Disapprove |
|---|---|---|
| Chair | MM | ___ |
| Member | | ___ |
| Member | | ___ |

revised 02/13

**B.O.C.C. Regular**
**Meeting Date:** 11/17/2026
**Title:** Payroll Audit
**Submitted By:** Teri Reitz, Board Clerk

---

**TOPIC:**
Payroll Audit October 16 - October 31, 2026

**BACKGROUND:**
See attached.

**RECOMMENDED ACTION:**
Place to file.

---

**Attachments**

Payroll Audit

---

# PAYROLL AUDIT
## October 16 to October 31, 2026

Date: 11/5/2026

To: Board of County Commissioners Tanya McWilliams

From: Tanya McWilliams, Deputy Auditor

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

| Date | Employee Name | Department | Finding |
|---|---|---|---|
| 11/5/2026 | Mattheis, Matthieu | Detention | Comp time s/b 7.5 hrs used, update accruals |
| 11/5/2026 | Reitz, Tyler | Sheriff | OT s/b 1.75 hrs, comp earned s/b 3.25, update comp accruals |

**B.O.C.C. Regular**
**Meeting Date:** 11/17/2026
**Title:** Checks and Disbursement
**Submitted By:** Teri Reitz, Board Clerk

---

**TOPIC:**
Checks and Disbursements for October 2026

**BACKGROUND:**
See attachted.

**RECOMMENDED ACTION:**
Place to file.

---

**Attachments**

Checks and Disubursements

---

End of Period Disbursement Detail
Bank Account: US BANK - 153912425383
From 11/04/2026 to 11/04/2026
Total Only

Yellowstone County Commissioners
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**Check Number: None**

| Date | Description | Case Number | Payer | Citation No. | Amount |
|---|---|---|---|---|---|
| **Account 200-0001 - Adoptive Services Special Revenue 7462** | | | | | |
| | | | | **Account 200-0001 Total:** | $1,200.00 |
| **Account 200-0155 - Billings Drug Fund City 7850-000-021240** | | | | | |
| | | | | **Account 200-0155 Total:** | $2,332.26 |
| **Account 200-0400 - County Drug Forfeiture** | | | | | |
| | | | | **Account 200-0400 Total:** | $1,000.00 |
| **Account 200-0450 - District Court Fund** | | | | | |
| | | | | **Account 200-0450 Total:** | $8,666.75 |
| **Account 200-0500 - Domestic Violence Intervention Program 7468** | | | | | |
| | | | | **Account 200-0500 Total:** | $1,040.00 |
| **Account 200-0525 - Felony Surcharge** | | | | | |
| | | | | **Account 200-0525 Total:** | $1,615.47 |
| **Account 200-0550 - Fines 7456** | | | | | |
| | | | | **Account 200-0550 Total:** | $4,675.87 |
| **Account 200-0650 - Indigent Legal 7466** | | | | | |
| | | | | **Account 200-0650 Total:** | $1,745.45 |
| **Account 200-0700 - Misdemeanor Surcharge** | | | | | |
| | | | | **Account 200-0700 Total:** | $43.80 |
| **Account 200-0765 - Drug Violation Fines 2300.000.000.351021.000** | | | | | |
| | | | | **Account 200-0765 Total:** | $100.00 |
| **Account 200-0780 - Drug Forfeiture Due to State 7450.000.000.021220.0** | | | | | |
| | | | | **Account 200-0780 Total:** | $142.00 |
| **Account 200-0800 - State General 7461** | | | | | |
| | | | | **Account 200-0800 Total:** | $17,944.00 |
| **Account 200-0850 - State General Additional Filing Fee7461** | | | | | |
| | | | | **Account 200-0850 Total:** | $5,080.00 |
| **Account 200-0900 - State General Commencement of Action 7463** | | | | | |
| | | | | **Account 200-0900 Total:** | $13,950.00 |
| **Account 200-0950 - State General Dissolution 7464** | | | | | |
| | | | | **Account 200-0950 Total:** | $5,270.00 |
| **Account 200-1000 - State General Legal Separation 7465** | | | | | |
| | | | | **Account 200-1000 Total:** | $150.00 |
| **Account 200-1050 - Technology Surcharge 7458** | | | | | |
| | | | | **Account 200-1050 Total:** | $3,576.90 |

End of Period Disbursement Detail

Bank Account: US BANK - 153912425383
From 11/04/2026 to 11/04/2026
Total Only

**Check Number: None**

| Date | Description | Case Number | Payer | Citation No. | Amount |
|---|---|---|---|---|---|
| **Account 200-1200 - Victim Witness Admin Fee** | | | | | |
| | | | | **Account 200-1200 Total:** | $19.25 |
| **Account 200-1250 - Victim Witness Surcharge** | | | | | |
| | | | | **Account 200-1250 Total:** | $763.59 |
| | | | | **Check Total:** | $ 69,315.34 |
| | | | | **Report Total:** | $69,315.34 |

Fine Fee Summary

From 10/01/2026 06:01 AM to 10/31/2026 06:00 PM
All Case Types and Sub-Types
All Clerks

## Receipts

### Case Payment

| | | |
|---|---|---|
| Billings Drug Forfeiture Fund | | 131.53 |
| Billings Drug Fund City | | 1,000.00 |
| Case Payment Overage | | 331.31 |
| Drug Forfeiture Fund County | | 1,000.00 |
| Felony Surcharge | | 1,337.96 |
| Fine | | 3,312.05 |
| Legal Fee | | 994.40 |
| MHP Drug Fund | | 142.00 |
| Misdemeanor Surcharge | | 28.39 |
| Public Defender Fee | | 1,475.62 |
| Technology Surcharge | | 212.08 |
| Victim Witness Admin Fee | | 14.60 |
| Victim Witness Surcharge | | 575.41 |
| Yellowstone County Sheriff Office Drug Fines | | 100.00 |
| | Subtotal: | 10,655.35 |

### Civil Filing Payment

| | | |
|---|---|---|
| Adoption | | 420.00 |
| Appearance | | 910.00 |
| Certification with a Seal | | 58.00 |
| Commencement of Action or Proceedings / Invalidity | | 2,280.00 |
| Copies - 11 Pages or More | | 16.00 |
| Copies - First 10 Pages | | 26.00 |
| Copy of Decree of Dissolution | | 290.00 |
| Foreign Judgment | | 270.00 |
| Guardianship/Conservatorship Probate/ Formal And Informal | | 700.00 |
| Judgment Entry From Prevailing Party | | 650.00 |
| Marriage License | | 4,240.00 |
| Petition For Contested Amendments to Parenting Plan | | 240.00 |
| Petition For Dissolution | | 2,000.00 |
| Petition For Legal Separation | | 180.00 |
| | Subtotal: | 12,280.00 |

### Misc. Payment

| | |
|---|---|
| Authentication or Exemplification Fee | 12.00 |
| Certification With A Seal | 644.00 |
| Copies - 11 Pages or More | 3,194.00 |
| Copies - First 10 Pages | 2,343.00 |
| Copies by Email, Fax, etc - Outgoing | 910.75 |
| Copy of Decree of Dissolution | 480.00 |
| Copy of Marriage License | 575.00 |
| Postage | 27.00 |

Fine Fee Summary

From 10/01/2026 06:01 AM to 10/31/2026 06:00 PM
All Case Types and Sub-Types
All Clerks

| | | |
|---|---|---|
| **Receipts** | | |
| **Misc. Payment** | | |
| | Subtotal: | 8,185.75 |
| **Unapplied Receipt Accept** | | |
| Unapplied Receipt | | 37,522.89 |
| | Subtotal: | 37,522.89 |
| | **Total Receipts:** | 68,643.99 |
| **Transfers** | | |
| **Case Payment** | | |
| Billings Drug Forfeiture Fund | | 5.30 |
| Billings Drug Fund | | 5.01 |
| Billings Drug Fund City | | 6.10 |
| Felony Surcharge | | 277.51 |
| Fine | | 248.60 |
| Legal Fee | | 120.82 |
| Misdemeanor Surcharge | | 15.41 |
| Public Defender | | 21.59 |
| Public Defender Fee | | 248.24 |
| Technology Surcharge | | 64.82 |
| Victim Witness Admin Fee | | 4.65 |
| Victim Witness Surcharge | | 188.18 |
| | Subtotal: | 1,206.23 |
| **Civil Filing Payment** | | |
| Adoption | | 105.00 |
| Appearance | | 3,360.00 |
| Commencement of Action or Proceedings / Invalidity | | 16,320.00 |
| Executions, Orders of Sale, Writs | | 2,450.00 |
| Foreign Judgment | | 630.00 |
| Guardianship/Conservatorship Probate/ Formal And Informal | | 4,500.00 |
| Judgment Entry From Prevailing Party | | 1,650.00 |
| Petition For Contested Amendments to Parenting Plan | | 240.00 |
| Petition For Dissolution | | 4,200.00 |
| Substitution of Judge | | 400.00 |
| Transcript of Judgment | | 1,450.00 |
| Transfer to another Court / Change of Venue | | 5.00 |
| | Subtotal: | 35,310.00 |
| | **Total Transfers:** | 36,516.23 |
| | **Report Total:** | **105,160.22** |

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# 13th Judicial District Court, Yellowstone County
## Report of Witness Service Costs and Monthly Reimbursement Summary
## for October-26

| | |
|---|---|
| **Total Transactions (See Attached Transaction Report):** | **$420.35** |
| Less Voided Items | $0.00 |
| | $0.00 |
| | $0.00 |
| | **$420.35** |

**Adjustments to Total Transactions:**

**Jury Meals:**

| | | | | |
|---|---|---|---|---|
| **1/0/1900** | **0** | **0** | | |
| Total paid to | | | $ - | |
| Reduced for Juror Tip/Bailiff Meals | | | $ - | |
| Amount over allowable total to be reimbursed | | | $ - | $ - |
| **1/0/1900** | **0** | **0** | | |
| Total paid to | | | $ - | |
| Reduced for Juror Tip/Bailiff Meals | | | $ - | |
| Amount over allowable total to be reimbursed | | | $ - | $ - |
| | | | **Subtotal** | **$ -** |

**Postage Reimbursements (Witness & Juror Summons/Payments):**

| | | | | | |
|---|---|---|---|---|---|
| **7/20/2026** | **DC 25-1353** | State of Montana | Vs | Jeremiah Duke Johnson | $0.44 |
| **1/0/1900** | **0** | 0 | vs | 0 | $0.00 |
| **1/0/1900** | **0** | 0 | vs | 0 | $0.00 |
| **1/0/1900** | **0** | 0 | vs | 0 | $0.00 |
| **1/0/1900** | **0** | 0 | vs | 0 | $0.00 |
| **1/0/1900** | **0** | 0 | vs | 0 | $0.00 |
| **1/0/1900** | **0** | 0 | vs | 0 | $0.00 |
| | | | **Subtotal** | | **$0.44** |

**Supplies Reimbursements (Mailing Supplies):**

| | | | | | |
|---|---|---|---|---|---|
| **7/20/2026** | **DC 25-1353** | State of Montana | vs | Jeremiah Duke Johnson | $0.18 |
| **1/0/1900** | **0** | 0 | vs | 0 | $0.00 |
| **1/0/1900** | **0** | 0 | vs | 0 | $0.00 |
| **1/0/1900** | **0** | 0 | vs | 0 | $0.00 |
| **1/0/1900** | **0** | 0 | vs | 0 | $0.00 |
| **1/0/1900** | **0** | 0 | vs | 0 | $0.00 |
| **1/0/1900** | **0** | 0 | vs | 0 | $0.00 |
| | | | **Subtotal** | | **$0.18** |

| | |
|---|---|
| **Total Adjustments:** | **$0.62** |

**Total Reimbursement Requested for:** **October-26** **$420.97**

**Review by:** _____
**Clerk of District Court**

Prepared By: VMILLER

**YELLOWSTONE COUNTY DISTRICT COURT**
Transaction Listing
**From 10/01/2026 to10/31/2026**
General Ledger Accounts 200-1375 through 200-1475
Totals Only

| Date | Account | | Debit Amount | Credit Amount |
|---|---|---|---|---|
| **Posted on: 7/20/2026** | 200-1375- Witness Fees | | $ 10.00 | $ - |
| | 200-1400 Witness Mileage | | $ 410.35 | $ - |
| | 200-1425- Witness Meals | | $ - | $ - |
| | 200-1450- Witness Accomodations | | $ - | $ - |
| | 200-1475- Witness Transportation | | $ - | $ - |
| | **Total For:** | **7/20/2026** | **$ 420.35** | **$ -** |

| Date | Account | | Debit Amount | Credit Amount |
|---|---|---|---|---|
| **Posted on: 1/1/2023** | 200-1375- Witness Fees | | $ - | $ - |
| | 200-1400 Witness Mileage | | $ - | $ - |
| | 200-1425- Witness Meals | | $ - | $ - |
| | 200-1450- Witness Accomodations | | $ - | $ - |
| | 200-1475- Witness Transportation | | $ - | $ - |
| | **Total For:** | **1/1/2023** | **$ -** | **$ -** |

| Date | Account | | Debit Amount | Credit Amount |
|---|---|---|---|---|
| **Posted on: 1/1/2023** | 200-1375- Witness Fees | | $ - | $ - |
| | 200-1400 Witness Mileage | | $ - | $ - |
| | 200-1425- Witness Meals | | $ - | $ - |
| | 200-1450- Witness Accomodations | | $ - | $ - |
| | 200-1475- Witness Transportation | | $ - | $ - |
| | **Total For:** | **1/1/2023** | **$ -** | **$ -** |

| | | |
|---|---|---|
| **Total Transactions** | **$ 420.35** | **$ -** |

# 13th Judicial District Court, Yellowstone County
## Report of Jury Service Costs and
## Monthly Reimbursement Summary
## for October-26

| | |
|---|---|
| **Total Transactions (See Attached Transaction Report):** | **$15,717.99** |
| Less Voided Items | $0.00 |
| | $0.00 |
| | $0.00 |
| | **$15,717.99** |

**Adjustments to Total Transactions:**

**Jury Meals:**

| | | |
|---|---|---|
| **9/18/2026** | | |
| Total paid to Jimmy John's | $ 171.07 | |
| Reduced for Juror Tip/Bailiff Meals | $ (55.01) | |
| Amount over allowable total to be reimbursed | $ 116.06 | $ (55.01) |
| **9/21/2026** | | |
| Total paid to Jimmy John's | $ 205.73 | |
| Reduced for Juror Tip/Bailiff Meals | $ (46.54) | |
| Amount over allowable total to be reimbursed | $ 159.19 | $ (46.54) |
| | **Subtotal** | **$ (101.55)** |

**Postage Reimbursements (Witness & Juror Summons/Payments):**

| | | | | | |
|---|---|---|---|---|---|
| **9/8/2026** | **DC 25-906** | State of Montana vs | Christopher Andre Clemons-Cosby, Jr. | $ | 205.48 |
| **9/10/2026** | **DC 25-650** | State of Montana vs | Bryce Blackburn | $ | 219.12 |
| **9/14/2026** | **DC 22-755** | State of Montana vs | Sky Miguel Littlecoyote | $ | 125.84 |
| **9/21/2026** | **DC 23-304** | State of Montana vs | Casey Craig Couture | $ | 81.40 |
| **8/3/2026** | **DC 25-947** | State of Montana vs | Chad Differding | $ | 93.28 |
| **8/17/2026** | **DC 25-636** | State of Montana vs | James Robert Motz | $ | 91.96 |
| **8/19/2026** | **DC 26-72** | State of Montana vs | Kelby Riane Lahey | $ | 90.20 |
| **8/31/2026** | **DC 25-1048** | State of Montana vs | Samuel Cooper, III | $ | 88.44 |
| **9/14/2026** | **DC 25-1167** | State of Montana vs | Erin Gabrielle Worth | $ | 95.92 |
| **9/16/2026** | **DC 25-397** | State of Montana vs | Sky Littlecoyote | $ | 100.32 |
| **9/21/2026** | **DC 24-1387** | State of Montana vs | Molly Frances Campagno | $ | 77.44 |
| **10/2/2026** | **DC 25-776** | State of Montana vs | Jacob Andrew Menuey | $ | 73.04 |
| **10/5/2026** | **DC 26-126** | State of Montana vs | Antonio Carroll Strange | $ | 86.24 |
| | | | **Subtotal** | | **$1,428.68** |

**Supplies Reimbursements (Mailing Supplies):**

| | | | | | |
|---|---|---|---|---|---|
| **9/8/2026** | **DC 25-906** | State of Montana vs | Christopher Andre Clemons-Cosby, Jr. | $ | 70.06 |
| **9/10/2026** | **DC 25-650** | State of Montana vs | Bryce Blackburn | $ | 74.40 |
| **9/14/2026** | **DC 22-755** | State of Montana vs | Sky Miguel Littlecoyote | $ | 42.52 |
| **9/21/2026** | **DC 23-304** | State of Montana vs | Casey Craig Couture | $ | 25.90 |
| **8/3/2026** | **DC 25-947** | State of Montana vs | Chad Differding | $ | 29.68 |
| **8/17/2026** | **DC 25-636** | State of Montana vs | James Robert Motz | $ | 29.26 |
| **8/19/2026** | **DC 26-72** | State of Montana vs | Kelby Riane Lahey | $ | 28.70 |
| **8/31/2026** | **DC 25-1048** | State of Montana vs | Samuel Cooper, III | $ | 28.14 |
| **9/14/2026** | **DC 25-1167** | State of Montana vs | Erin Gabrielle Worth | $ | 30.52 |
| **9/16/2026** | **DC 25-397** | State of Montana vs | Sky Littlecoyote | $ | 31.92 |
| **9/21/2026** | **DC 24-1387** | State of Montana vs | Molly Frances Campagno | $ | 24.64 |

| | | | | | |
|---|---|---|---|---|---|
| 10/2/2026 | DC 25-776 | State of Montana vs | Jacob Andrew Menuey | $ | 23.24 |
| 10/5/2026 | DC 26-126 | State of Montana vs | Antonio Carroll Strange | $ | 27.44 |
| | | **Subtotal** | | | **$466.42** |

**Total Adjustments:** **$1,793.55**

**Total Reimbursement Requested for:** **September-26** **$17,511.54**

**Review by:** _____
**Clerk of District Court**

Prepared by: VMILLER

**YELLOWSTONE COUNTY DISTRICT COURT**
Transaction Listing
**From 10/01/2026 to 10/31/2026**
General Ledger Accounts 200-1300 through 200-1365
Totals Only

| Date | | Account | | Debit Amount | Credit Amount |
|---|---|---|---|---|---|
| **Posted on** | **9/8/2026** | 200-1300- Jury Fees/Mileage | | $ 2,610.41 | |
| | | 200-1325- Jury Meals | | $ - | |
| | | 200-1350- Jury Accomodations | | $ - | |
| | | 200-1355- Jury Parking | | $ 3,793.75 | |
| | | 200-1360-Jury Transportation | | $ - | |
| | | 200-13650 Jury Supplies | | $ - | |
| | | **Total For** | **9/8/2026** | **$ 6,404.16** | $ - |
| **Posted on** | **9/10/2026** | 200-1300- Jury Fees/Mileage | | $ 5,650.43 | |
| | | 200-1325- Jury Meals | | $ 171.07 | |
| | | 200-1350- Jury Accomodations | | $ - | |
| | | 200-1355- Jury Parking | | $ - | |
| | | 200-1360-Jury Transportation | | $ - | |
| | | 200-13650 Jury Supplies | | $ - | |
| | | **Total For** | **9/10/2026** | **$ 5,821.50** | $ - |
| **Posted on** | **9/14/2026** | 200-1300- Jury Fees/Mileage | | $ 2,103.65 | |
| | | 200-1325- Jury Meals | | $ - | |
| | | 200-1350- Jury Accomodations | | $ - | |
| | | 200-1355- Jury Parking | | $ - | |
| | | 200-1360-Jury Transportation | | $ - | |
| | | 200-13650 Jury Supplies | | $ - | |
| | | **Total For** | **9/14/2026** | **$ 2,103.65** | $ - |
| **Posted on** | **9/21/2026** | 200-1300- Jury Fees/Mileage | | $ 1,182.95 | |
| | | 200-1325- Jury Meals | | $ 205.73 | |
| | | 200-1350- Jury Accomodations | | $ - | |
| | | 200-1355- Jury Parking | | $ - | |
| | | 200-1360-Jury Transportation | | $ - | |
| | | 200-13650 Jury Supplies | | $ - | |
| | | **Total For** | **9/21/2026** | **$ 1,388.68** | $ - |
| | | **Total Transactions** | | **$ 15,717.99** | $ - |

Check Register Date Range

For Bank Account: Jury Funds - 153912426092
FROM: 10/26/2026 TO: 10/26/2026

| Check Number | Check Date | Payee | Amount | Status | Cleared Date |
|---|---|---|---|---|---|
| 935000 | 10/26/2026 | AABY STEFANIE NOREEN | $20.70 | Outstanding | |
| 935001 | 10/26/2026 | ADAMS MICHAEL DON | $36.65 | Outstanding | |
| 935002 | 10/26/2026 | ANDERSON CORINNE | $22.15 | Outstanding | |
| 935003 | 10/26/2026 | ANDERSON PATRICIA L | $16.35 | Outstanding | |
| 935004 | 10/26/2026 | BANDEROB CLAIRE REAGAN | $235.90 | Outstanding | |
| 935005 | 10/26/2026 | BANGERT NANCY | $306.95 | Outstanding | |
| 935006 | 10/26/2026 | BARNES WESLEY SHANE | $22.15 | Outstanding | |
| 935007 | 10/26/2026 | BEATTY HANNAH M | $14.90 | Outstanding | |
| 935008 | 10/26/2026 | BENJAMIN TAYLOR BAXTER | $20.70 | Outstanding | |
| 935009 | 10/26/2026 | BENNETT MARILYN | $22.15 | Outstanding | |
| 935010 | 10/26/2026 | BENZ WILSON ROBERT GILBREATH | $13.45 | Outstanding | |
| 935011 | 10/26/2026 | BLAKE AMY L | $22.15 | Outstanding | |
| 935012 | 10/26/2026 | BOWMAN BRIAN JAMES | $20.70 | Outstanding | |
| 935013 | 10/26/2026 | BRADLEY ARAYA ELIZABETH | $13.45 | Outstanding | |
| 935014 | 10/26/2026 | BUELL MATTHEW DYLAN | $22.15 | Outstanding | |
| 935015 | 10/26/2026 | CAMPBELL DANIEL DOUGTON | $13.45 | Outstanding | |
| 935016 | 10/26/2026 | CAPRONI HOLLY A | $235.90 | Outstanding | |
| 935017 | 10/26/2026 | CARR ROBERT ALLEN | $13.45 | Outstanding | |
| 935018 | 10/26/2026 | CHERRY MARGO COLLEEN | $19.25 | Outstanding | |
| 935019 | 10/26/2026 | CITY OF BILLINGS | $3,793.75 | Outstanding | |
| 935020 | 10/26/2026 | CLINE ANTHONY F | $20.70 | Outstanding | |
| 935021 | 10/26/2026 | COCKRELL KENT | $35.20 | Outstanding | |
| 935022 | 10/26/2026 | COTHREN CHERYL JEAN | $185.15 | Outstanding | |
| 935023 | 10/26/2026 | CURRAN JAMES STUART | $16.35 | Outstanding | |
| 935024 | 10/26/2026 | DAGUE DUSTIN RONALD | $17.80 | Outstanding | |
| 935025 | 10/26/2026 | DAHL JUDITH A | $19.25 | Outstanding | |
| 935026 | 10/26/2026 | DILLABAUGH JAMES J | $215.60 | Outstanding | |
| 935027 | 10/26/2026 | DOLAR SETH BENJAMIN | $19.25 | Outstanding | |
| 935028 | 10/26/2026 | DONAHUE MELISSA ANN | $20.70 | Outstanding | |
| 935029 | 10/26/2026 | DONE ELIZABETH LAUREN MARIE | $17.80 | Outstanding | |
| 935030 | 10/26/2026 | DVORAK CHAD BO | $13.45 | Outstanding | |
| 935031 | 10/26/2026 | FANSLER DONELLA MARIE | $22.15 | Outstanding | |
| 935032 | 10/26/2026 | FLOHR CHAD ALAN | $36.65 | Outstanding | |
| 935033 | 10/26/2026 | FOLEY LOUANNE | $205.45 | Outstanding | |
| 935034 | 10/26/2026 | FRANK KYLE ANTHONY | $20.70 | Outstanding | |
| 935035 | 10/26/2026 | FRENK MARK EDWARD | $225.75 | Outstanding | |
| 935036 | 10/26/2026 | GARCIA TIANA FAITH | $17.80 | Outstanding | |
| 935037 | 10/26/2026 | GLEASON TYMON ARIK | $19.25 | Outstanding | |
| 935038 | 10/26/2026 | GOODMAN MICHAEL RYAN | $20.70 | Outstanding | |

Check Register Date Range

For Bank Account: Jury Funds - 153912426092
FROM: 10/26/2026 TO: 10/26/2026

| Check Number | Check Date | Payee | Amount | Status | Cleared Date |
|---|---|---|---|---|---|
| 935039 | 10/26/2026 | GUTIERREZ CATHERINE ELIZABETHMARIE | $19.25 | Outstanding | |
| 935040 | 10/26/2026 | HALL STACY ENTZEL | $22.15 | Outstanding | |
| 935041 | 10/26/2026 | HAMMANG NOAH MICHAEL | $16.35 | Outstanding | |
| 935042 | 10/26/2026 | HANKEL SUSAN | $17.80 | Outstanding | |
| 935043 | 10/26/2026 | HARRELL JORDAN COLE | $17.80 | Outstanding | |
| 935044 | 10/26/2026 | HASTINGS WENDY HOVANY | $22.15 | Outstanding | |
| 935045 | 10/26/2026 | HAYASHIDA ANDREW FOWLER | $17.80 | Outstanding | |
| 935046 | 10/26/2026 | HICKMAN JAMES DEAN | $13.45 | Outstanding | |
| 935047 | 10/26/2026 | HIGHTOWER CLARICE JEAN | $19.25 | Outstanding | |
| 935048 | 10/26/2026 | HOFFNER HALEY | $17.80 | Outstanding | |
| 935049 | 10/26/2026 | HURD JOHN N | $12.00 | Outstanding | |
| 935050 | 10/26/2026 | ISZLER DAVID | $20.70 | Outstanding | |
| 935051 | 10/26/2026 | JACKSON HARVEY | $17.80 | Outstanding | |
| 935052 | 10/26/2026 | Jimmy Johns | $142.47 | Outstanding | |
| 935053 | 10/26/2026 | Jimmy Johns | $126.96 | Outstanding | |
| 935054 | 10/26/2026 | Jimmy Johns | $171.07 | Outstanding | |
| 935055 | 10/26/2026 | JOE MARLON ARMANDO | $20.70 | Outstanding | |
| 935056 | 10/26/2026 | JOHNSON DIANE LOUISE | $185.15 | Outstanding | |
| 935057 | 10/26/2026 | JONES TARA BRACKEN | $59.85 | Outstanding | |
| 935058 | 10/26/2026 | KAPPEL SCOTT ALLEN | $17.80 | Outstanding | |
| 935059 | 10/26/2026 | KEIERLEBER DREW | $246.05 | Outstanding | |
| 935060 | 10/26/2026 | KENAT BRIAN | $13.45 | Outstanding | |
| 935061 | 10/26/2026 | KEUTLA PRESTON PENGSAVATH | $33.75 | Outstanding | |
| 935062 | 10/26/2026 | KIDGELL KOOPER PATRICK | $16.35 | Outstanding | |
| 935063 | 10/26/2026 | KIMMET MATTHEW BRYAN | $39.55 | Outstanding | |
| 935064 | 10/26/2026 | KOLB BRETT MICHAEL | $29.40 | Outstanding | |
| 935065 | 10/26/2026 | KRUSE DONA MAE | $317.10 | Outstanding | |
| 935066 | 10/26/2026 | LAGALY ARTHUR ANTHONY | $13.45 | Outstanding | |
| 935067 | 10/26/2026 | LAIB MARTY SHANE | $17.80 | Outstanding | |
| 935068 | 10/26/2026 | LEENHEERS KAITLYN MARIE | $276.50 | Outstanding | |
| 935069 | 10/26/2026 | LEFEVRE KIMBERLY K | $20.70 | Outstanding | |
| 935070 | 10/26/2026 | LEHMAN KAREN LEE | $27.95 | Outstanding | |
| 935071 | 10/26/2026 | LEVESQUE RODNEY DAVID | $33.75 | Outstanding | |
| 935072 | 10/26/2026 | LITTLE PATRICIA ROBSON | $13.45 | Outstanding | |
| 935073 | 10/26/2026 | MARTIN JOHN GEORGE | $14.90 | Outstanding | |
| 935074 | 10/26/2026 | MCDOWALL TROY ALAN | $16.35 | Outstanding | |
| 935075 | 10/26/2026 | MCKENZIE LORI ANN | $205.45 | Outstanding | |
| 935076 | 10/26/2026 | MCNEW LAURIE | $41.00 | Outstanding | |
| 935077 | 10/26/2026 | MCSHANE LOREENA FAE | $19.25 | Outstanding | |

Check Register Date Range

For Bank Account: Jury Funds - 153912426092
FROM: 10/26/2026 TO: 10/26/2026

| Check Number | Check Date | Payee | Amount | Status | Cleared Date |
|---|---|---|---|---|---|
| 935078 | 10/26/2026 | MEDINTZ MICHAEL SMITH | $16.35 | Outstanding | |
| 935079 | 10/26/2026 | MONSON RYAN PATRICK | $23.60 | Outstanding | |
| 935080 | 10/26/2026 | MYRSTOL BRONSON COLE | $19.25 | Outstanding | |
| 935081 | 10/26/2026 | NELSON DOUGLAS CLINTON | $13.45 | Outstanding | |
| 935082 | 10/26/2026 | NEWELL DANNA S | $23.60 | Outstanding | |
| 935083 | 10/26/2026 | NORBERG BENJAMIN TAYLOR | $13.45 | Outstanding | |
| 935084 | 10/26/2026 | OMARA KIERAN | $13.45 | Outstanding | |
| 935085 | 10/26/2026 | PEARSON KRISTA LYNN | $19.25 | Outstanding | |
| 935086 | 10/26/2026 | PERREAULT CHRISTINA L | $20.70 | Outstanding | |
| 935087 | 10/26/2026 | PHILLIPS VANESSA NICOLE | $17.80 | Outstanding | |
| 935088 | 10/26/2026 | POEPPING AMANDA | $20.70 | Outstanding | |
| 935089 | 10/26/2026 | PURSELL ELIZABETH G | $48.25 | Outstanding | |
| 935090 | 10/26/2026 | REYNOLDS KENLEIGH MARIE | $16.35 | Outstanding | |
| 935091 | 10/26/2026 | ROBBS ERICA LEEMADSEN | $14.90 | Outstanding | |
| 935092 | 10/26/2026 | ROBERTUS MCKENNA LAYNE | $42.45 | Outstanding | |
| 935093 | 10/26/2026 | RUSSELL THANE KELLY | $61.30 | Outstanding | |
| 935094 | 10/26/2026 | SALACINSKI MATTHEW J | $35.20 | Outstanding | |
| 935095 | 10/26/2026 | SCHIENO SHEILA ANN | $20.70 | Outstanding | |
| 935096 | 10/26/2026 | SEASTRAND PAUL JAMES | $20.70 | Outstanding | |
| 935097 | 10/26/2026 | SHARP ANNA ELIZABETH | $225.75 | Outstanding | |
| 935098 | 10/26/2026 | SHIPMAN NOAH RYLEE | $17.80 | Outstanding | |
| 935099 | 10/26/2026 | SHOUGH ANDREA RAE | $19.25 | Outstanding | |
| 935100 | 10/26/2026 | SILVESAN ANJA | $32.30 | Outstanding | |
| 935101 | 10/26/2026 | SNEIGOSKI ELIJAH DANIEL | $17.80 | Outstanding | |
| 935102 | 10/26/2026 | STEVENSON IAN DOUGLAS | $225.75 | Outstanding | |
| 935103 | 10/26/2026 | STRATTON AMANDA LAUREN | $22.15 | Outstanding | |
| 935104 | 10/26/2026 | STREBIG PAYTON KAY | $27.95 | Outstanding | |
| 935105 | 10/26/2026 | SWENSON PEGGY L | $20.70 | Outstanding | |
| 935106 | 10/26/2026 | TANNER TRAVIS E | $13.45 | Outstanding | |
| 935107 | 10/26/2026 | TERRY DENNIS W | $27.95 | Outstanding | |
| 935108 | 10/26/2026 | TOTTEN TERI L | $29.40 | Outstanding | |
| 935109 | 10/26/2026 | VEATCH WENDY JEAN | $13.45 | Outstanding | |
| 935110 | 10/26/2026 | VONDRA MICHAEL ALLAN | $22.15 | Outstanding | |
| 935111 | 10/26/2026 | WAMBEKE MAUREEN | $25.05 | Outstanding | |
| 935112 | 10/26/2026 | WATKINS CAMREN M | $23.60 | Outstanding | |
| 935113 | 10/26/2026 | WATSON SIERRE ALIVIAH | $29.40 | Outstanding | |
| 935114 | 10/26/2026 | WEBER PETER ALEXANDER | $14.90 | Outstanding | |
| 935115 | 10/26/2026 | WEBSTER MARIAH LYNN | $51.15 | Outstanding | |
| 935116 | 10/26/2026 | WESTERHOFF ROSELLEN I | $49.70 | Outstanding | |
| 935117 | 10/26/2026 | WHISLER TAMMI RAE | $33.75 | Outstanding | |

Check Register Date Range

For Bank Account: Jury Funds - 153912426092
FROM: 10/26/2026 TO: 10/26/2026

| Check Number | Check Date | Payee | Amount | Status | Cleared Date |
|---|---|---|---|---|---|
| 935118 | 10/26/2026 | WILCOX ALICE ANN | $17.80 | Outstanding | |
| 935119 | 10/26/2026 | WIPF TOBY D | $35.20 | Outstanding | |
| 935120 | 10/26/2026 | ZILKOSKI NAVARRO MARK | $20.70 | Outstanding | |
| **Totals** | **Number of Checks: 121** | **Total:** | **$9,869.05** | | |

Check Register Date Range

For Bank Account: Jury Funds - 153912426092
FROM: 10/28/2026 TO: 10/28/2026

| Check Number | Check Date | Payee | Amount | Status | Cleared Date |
|---|---|---|---|---|---|
| 935121 | 10/28/2026 | ALCORN MARIAYA MICHELLE | $67.40 | Voided | 10/28/2026 |
| 935122 | 10/28/2026 | ALDEN ZACHARY SCOTT | $27.95 | Voided | 10/28/2026 |
| 935123 | 10/28/2026 | ALLEN BETH ANN | $13.45 | Voided | 10/28/2026 |
| 935124 | 10/28/2026 | ANDREWS RACHEL LYNN | $16.35 | Voided | 10/28/2026 |
| 935125 | 10/28/2026 | ARION DEKOTAH D | $14.90 | Voided | 10/28/2026 |
| 935126 | 10/28/2026 | AUSTIN LESLIE J | $61.60 | Voided | 10/28/2026 |
| 935127 | 10/28/2026 | BARR KYLE JAMES | $35.20 | Voided | 10/28/2026 |
| 935128 | 10/28/2026 | BLUMENSHINE AMBER SANTACRUZ | $27.95 | Voided | 10/28/2026 |
| 935129 | 10/28/2026 | BOUCHARD MINDI JO | $116.70 | Voided | 10/28/2026 |
| 935130 | 10/28/2026 | BURLEY WESLEY GERALD | $20.70 | Voided | 10/28/2026 |
| 935131 | 10/28/2026 | CARMICHAEL NANSEA LYNN | $20.70 | Voided | 10/28/2026 |
| 935132 | 10/28/2026 | CARSTENS BRENT JAMES | $19.25 | Voided | 10/28/2026 |
| 935133 | 10/28/2026 | CHRISTENSEN HEIDI | $64.50 | Voided | 10/28/2026 |
| 935134 | 10/28/2026 | CLAY JADYN LEANNE | $61.60 | Voided | 10/28/2026 |
| 935135 | 10/28/2026 | DOLEZAL PAUL DOUGLAS | $22.15 | Voided | 10/28/2026 |
| 935136 | 10/28/2026 | DYER TAMARA ANN | $67.40 | Voided | 10/28/2026 |
| 935137 | 10/28/2026 | FINLEY JUDY ANN | $52.90 | Voided | 10/28/2026 |
| 935138 | 10/28/2026 | FISCHER MARY P | $14.90 | Voided | 10/28/2026 |
| 935139 | 10/28/2026 | FRENCH BRYCE RYAN | $19.25 | Voided | 10/28/2026 |
| 935140 | 10/28/2026 | FRINKS JAVAN PERRIN | $26.50 | Voided | 10/28/2026 |
| 935141 | 10/28/2026 | GILLESPIE TERRI L | $25.05 | Outstanding | |
| 935142 | 10/28/2026 | HUNT TRACIE | $67.40 | Outstanding | |
| 935143 | 10/28/2026 | HUNTINGTON BARBARA | $19.25 | Outstanding | |
| 935144 | 10/28/2026 | JACKSON WILLIAM JOSEPH | $16.35 | Outstanding | |
| 935145 | 10/28/2026 | JEWELL DALTON JOSEPH | $16.35 | Outstanding | |
| 935146 | 10/28/2026 | JOB KATHRINA MARGARET | $23.60 | Outstanding | |
| 935147 | 10/28/2026 | JOHNSON OLIVIA FINLEYJANE | $14.90 | Outstanding | |
| 935148 | 10/28/2026 | JOHNSTON TYLER | $61.60 | Outstanding | |
| 935149 | 10/28/2026 | KLEM SAMANTHA PAIGE | $67.40 | Outstanding | |
| 935150 | 10/28/2026 | LARSON KEVIN R | $17.80 | Outstanding | |
| 935151 | 10/28/2026 | LEON ELIAS | $96.10 | Outstanding | |
| 935152 | 10/28/2026 | LINDER MIKE W | $52.60 | Outstanding | |
| 935153 | 10/28/2026 | LOOMIS EMMA JEAN | $23.60 | Outstanding | |
| 935154 | 10/28/2026 | MAASJO TYLER ELDON | $29.40 | Outstanding | |
| 935155 | 10/28/2026 | MARQUISS BONNIE JEAN | $33.75 | Outstanding | |
| 935156 | 10/28/2026 | MARTIN BRITTANY DANIELLE | $16.35 | Outstanding | |
| 935157 | 10/28/2026 | MATSUNAGA SHANNAN LEE | $27.95 | Outstanding | |
| 935158 | 10/28/2026 | MCAULIFFE SHANNON LEE | $19.25 | Outstanding | |
| 935159 | 10/28/2026 | MCCALL LIZ A | $17.80 | Outstanding | |
| 935160 | 10/28/2026 | MCELROY KATIE JAYNE | $14.90 | Outstanding | |

Check Register Date Range

For Bank Account: Jury Funds - 153912426092
FROM: 10/28/2026 TO: 10/28/2026

| Check Number | Check Date | Payee | Amount | Status | Cleared Date |
|---|---|---|---|---|---|
| 935161 | 10/28/2026 | MEHLING DUSTIN L | $23.60 | Outstanding | |
| 935162 | 10/28/2026 | MOORE DAVID | $13.45 | Outstanding | |
| 935163 | 10/28/2026 | MORTON BAMBI LANE | $19.25 | Outstanding | |
| 935164 | 10/28/2026 | MUNSON TYLER JAMES | $20.70 | Outstanding | |
| 935165 | 10/28/2026 | NORWOOD CHARLES CLYDE | $19.25 | Outstanding | |
| 935166 | 10/28/2026 | OBERG MICHAEL T | $39.55 | Outstanding | |
| 935167 | 10/28/2026 | OHLIN MICHAEL RAY | $76.10 | Outstanding | |
| 935168 | 10/28/2026 | RAY RICHARD KYLE | $14.90 | Outstanding | |
| 935169 | 10/28/2026 | REYNOLDS ASHLEY RYANN | $67.40 | Outstanding | |
| 935170 | 10/28/2026 | RIVERA ZACHARY LYLE | $73.20 | Outstanding | |
| 935171 | 10/28/2026 | SALEEBY DEBORAH LYNN | $23.60 | Outstanding | |
| 935172 | 10/28/2026 | SCANSON SEAN P | $17.80 | Outstanding | |
| 935173 | 10/28/2026 | SECHLER CHEYTON HUNTER | $36.65 | Outstanding | |
| 935174 | 10/28/2026 | SHIELDS DARCI LE | $17.80 | Outstanding | |
| 935175 | 10/28/2026 | SLADE MATTHEW LYLE | $23.60 | Outstanding | |
| 935176 | 10/28/2026 | SMITH WADE KEITH | $43.90 | Outstanding | |
| 935177 | 10/28/2026 | SOUCY TIMOTHY JOHN | $23.60 | Outstanding | |
| 935178 | 10/28/2026 | STUBER JOSEPH MARK | $17.80 | Outstanding | |
| 935179 | 10/28/2026 | TIPPETTS MICHAEL JASON | $46.80 | Outstanding | |
| 935180 | 10/28/2026 | TRUCKLE JAMES THOMAS | $19.25 | Outstanding | |
| 935181 | 10/28/2026 | VERDON HEIDI MARIE | $14.90 | Outstanding | |
| 935182 | 10/28/2026 | WHITTINGTON TERESA MARIE | $17.80 | Outstanding | |
| 935183 | 10/28/2026 | Alcorn, Mariaya Michelle | $67.40 | Outstanding | |
| 935184 | 10/28/2026 | Alden, Zachary Scott | $27.95 | Outstanding | |
| 935185 | 10/28/2026 | Allen, Beth Ann | $13.45 | Outstanding | |
| 935186 | 10/28/2026 | Andrews Rachel Lynn | $16.35 | Outstanding | |
| 935187 | 10/28/2026 | Arion Dekotah D | $14.90 | Outstanding | |
| 935188 | 10/28/2026 | Austin Leslie J | $61.60 | Outstanding | |
| 935189 | 10/28/2026 | Barr Kyle James | $35.20 | Outstanding | |
| 935190 | 10/28/2026 | Blumenshine Amber Santa Cruz | $27.95 | Outstanding | |
| 935191 | 10/28/2026 | Bouchard Mindi Jo | $116.70 | Outstanding | |
| 935192 | 10/28/2026 | Burley Wesley Gerald | $20.70 | Outstanding | |
| 935193 | 10/28/2026 | Carmichael Nansea Lynn | $20.70 | Outstanding | |
| 935194 | 10/28/2026 | Carstens Brent James | $19.25 | Outstanding | |
| 935195 | 10/28/2026 | Christensen Heidi | $64.50 | Outstanding | |
| 935196 | 10/28/2026 | Clay Jadyn Leanne | $61.60 | Outstanding | |
| 935197 | 10/28/2026 | Dolezal, Paul Douglas | $22.15 | Outstanding | |
| 935198 | 10/28/2026 | Dyer Tamara Ann | $67.40 | Outstanding | |
| 935199 | 10/28/2026 | Finley Judy Ann | $52.90 | Outstanding | |
| 935200 | 10/28/2026 | Fischer Mary P | $14.90 | Outstanding | |

Check Register Date Range

For Bank Account: Jury Funds - 153912426092
FROM: 10/28/2026 TO: 10/28/2026

| Check Number | Check Date | Payee | Amount | Status | Cleared Date |
|---|---|---|---|---|---|
| 935201 | 10/28/2026 | French Bryce Ryan | $19.25 | Outstanding | |
| 935202 | 10/28/2026 | Frinks Javan Perrin | $26.50 | Outstanding | |
| **Totals** | **Number of Checks: 82** | **Total:** | **$2,103.65** | | |

Check Register Number Range

For Bank Account: Jury Funds - 153912426092
FROM: 935203 TO: 935319

| Check Number | Check Date | Payee | Amount | Status | Cleared Date |
|---|---|---|---|---|---|
| 935203 | 10/30/2026 | APPS TAYLOR JAMISON | $14.90 | Outstanding | |
| 935204 | 10/30/2026 | APPS TREVOR D | $14.90 | Outstanding | |
| 935205 | 10/30/2026 | BARSTAD DONNELL ROY | $33.75 | Outstanding | |
| 935206 | 10/30/2026 | BAYER RICHARD ROBERT | $30.85 | Outstanding | |
| 935207 | 10/30/2026 | BEADNELL JESSICA LEEANNADELLNISE | $29.40 | Outstanding | |
| 935208 | 10/30/2026 | BELLAMY JACE | $19.25 | Outstanding | |
| 935209 | 10/30/2026 | BLACKFORD JUSTIN PATRICK | $16.35 | Outstanding | |
| 935210 | 10/30/2026 | BLANKENSHIP HILARY R | $16.35 | Outstanding | |
| 935211 | 10/30/2026 | BORER NATHANIEL C | $20.70 | Outstanding | |
| 935212 | 10/30/2026 | BOYD OWEN LEE | $16.35 | Outstanding | |
| 935213 | 10/30/2026 | BRADLEY ROBERT MICHAEL | $20.70 | Outstanding | |
| 935214 | 10/30/2026 | BROSOVICH HEIDI LYNN | $22.15 | Outstanding | |
| 935215 | 10/30/2026 | BUCZEK ELAYNA RAIN | $35.20 | Outstanding | |
| 935216 | 10/30/2026 | BURT JEFFERY KENDAL | $13.45 | Outstanding | |
| 935217 | 10/30/2026 | CHILTON CASSANDRA JEAN | $30.85 | Outstanding | |
| 935218 | 10/30/2026 | CLARK RICHARD PAUL | $14.90 | Outstanding | |
| 935219 | 10/30/2026 | CLOUTIER MARGARET | $13.45 | Outstanding | |
| 935220 | 10/30/2026 | COLLINS KATHRINE MARIA | $22.15 | Outstanding | |
| 935221 | 10/30/2026 | COOK DENNIS L | $22.15 | Outstanding | |
| 935222 | 10/30/2026 | CUSHING KENNETH DEAN | $17.80 | Outstanding | |
| 935223 | 10/30/2026 | DEBREE GEORGE BRENT | $17.80 | Outstanding | |
| 935224 | 10/30/2026 | DEDE SAVANNAH MACKENZIE | $19.25 | Outstanding | |
| 935225 | 10/30/2026 | DELPRIORE SCOTT | $23.60 | Outstanding | |
| 935226 | 10/30/2026 | DEMING BRITANI J | $13.45 | Outstanding | |
| 935227 | 10/30/2026 | DEWALD JONATHAN LEE | $17.80 | Outstanding | |
| 935228 | 10/30/2026 | DOMPIER RAYMOND JOSEPH | $13.45 | Outstanding | |
| 935229 | 10/30/2026 | DOSS MORGAN ALEXANDER | $38.10 | Outstanding | |
| 935230 | 10/30/2026 | DOW JAMES F | $16.35 | Outstanding | |
| 935231 | 10/30/2026 | DUKE BRIAN TRAVIS | $25.05 | Outstanding | |
| 935232 | 10/30/2026 | EBERLY ALEXANDER SCHIFFMAN | $20.70 | Outstanding | |
| 935233 | 10/30/2026 | EDWARDS MICHAELA ANN | $22.15 | Outstanding | |
| 935234 | 10/30/2026 | EHRLICK JOHN J | $17.80 | Outstanding | |
| 935235 | 10/30/2026 | FARNSWORTH ZANE MIKEL | $25.05 | Outstanding | |
| 935236 | 10/30/2026 | FARRAR CHRISTOPHER MAURICE | $17.80 | Outstanding | |
| 935237 | 10/30/2026 | FISCHER KATHLEEN GARLYN | $27.95 | Outstanding | |
| 935238 | 10/30/2026 | FREDERICK LEAH LYNAE | $19.25 | Outstanding | |
| 935239 | 10/30/2026 | GRABINSKI GARY ALLEN | $16.35 | Outstanding | |
| 935240 | 10/30/2026 | GRAMMAR MARITA | $32.30 | Outstanding | |
| 935241 | 10/30/2026 | GRANT SHELBY LYNN | $14.90 | Outstanding | |
| 935242 | 10/30/2026 | GREEN CLAYTON JULIUS | $20.70 | Outstanding | |
| 935243 | 10/30/2026 | HALL MARI LEE | $22.15 | Outstanding | |
| 935244 | 10/30/2026 | HARPER KEA'LONI LANETTE | $35.20 | Outstanding | |

Check Register Number Range

For Bank Account: Jury Funds - 153912426092
FROM: 935203 TO: 935319

| Check Number | Check Date | Payee | Amount | Status | Cleared Date |
|---|---|---|---|---|---|
| 935245 | 10/30/2026 | HAYASHI MASON JULIO | $19.25 | Outstanding | |
| 935246 | 10/30/2026 | HAYES TUCKER GORHAM | $14.90 | Outstanding | |
| 935247 | 10/30/2026 | HELLER KELLY VERONICA | $14.90 | Outstanding | |
| 935248 | 10/30/2026 | HENLEY OLENA | $19.25 | Outstanding | |
| 935249 | 10/30/2026 | HIGH BRENTLEY | $16.35 | Outstanding | |
| 935250 | 10/30/2026 | HOUSTON NICKI MILLER | $23.60 | Outstanding | |
| 935251 | 10/30/2026 | JENKINS ERIN ELIZABETH | $16.35 | Outstanding | |
| 935252 | 10/30/2026 | JOHNSON ANDREW MICHAEL | $38.10 | Outstanding | |
| 935253 | 10/30/2026 | JOHNSON CARROLL WADE | $29.40 | Outstanding | |
| 935254 | 10/30/2026 | JORDAN ELIZABETH ANNE | $18.53 | Outstanding | |
| 935255 | 10/30/2026 | KELLY REBECCA J | $13.45 | Outstanding | |
| 935256 | 10/30/2026 | KEMMICK EDWARD A | $13.45 | Outstanding | |
| 935257 | 10/30/2026 | KENDZIOR RANDY PAUL | $43.90 | Outstanding | |
| 935258 | 10/30/2026 | KIRST MICHAEL WALTER | $17.80 | Outstanding | |
| 935259 | 10/30/2026 | KREBS AURORA ROSE | $20.70 | Outstanding | |
| 935260 | 10/30/2026 | LARGENT AMANDA K | $25.05 | Outstanding | |
| 935261 | 10/30/2026 | LARUE BYRON | $29.40 | Outstanding | |
| 935262 | 10/30/2026 | LAWRENCE TERESA KAY | $32.30 | Outstanding | |
| 935263 | 10/30/2026 | LINDELL SCOTT RICHARD | $25.05 | Outstanding | |
| 935264 | 10/30/2026 | MADER BENJAMIN JERALD | $17.80 | Outstanding | |
| 935265 | 10/30/2026 | MCCLINTOCK EDWARD FORBES | $17.80 | Outstanding | |
| 935266 | 10/30/2026 | MELBY MASON ANDREW | $20.70 | Outstanding | |
| 935267 | 10/30/2026 | METHOT JULIE | $20.70 | Outstanding | |
| 935268 | 10/30/2026 | MICHAEL COLTER JAMESBOSAK | $14.90 | Outstanding | |
| 935269 | 10/30/2026 | MICHAEL TOBY LYNN | $17.80 | Outstanding | |
| 935270 | 10/30/2026 | MILLER BRANDON WILLIAM | $19.25 | Outstanding | |
| 935271 | 10/30/2026 | MONTGOMERY THOMAS SCOTT JR | $38.10 | Outstanding | |
| 935272 | 10/30/2026 | MURPHY MARK ALLEN | $16.35 | Outstanding | |
| 935273 | 10/30/2026 | NEWSOME JAMI LEE | $39.55 | Outstanding | |
| 935274 | 10/30/2026 | NOLEN STEVEN HARLEN | $19.25 | Outstanding | |
| 935275 | 10/30/2026 | OCHOA JESUS GERARDO | $19.25 | Outstanding | |
| 935276 | 10/30/2026 | PARRISH KRISTY LYNN | $12.73 | Outstanding | |
| 935277 | 10/30/2026 | PERRIGO BRITTNEY RAIN | $33.75 | Outstanding | |
| 935278 | 10/30/2026 | PETRUSHA ERICA JANETTE | $19.25 | Outstanding | |
| 935279 | 10/30/2026 | PILCHER DAWN | $29.40 | Outstanding | |
| 935280 | 10/30/2026 | PORTERIE GABRIEL THOMAS | $14.90 | Outstanding | |
| 935281 | 10/30/2026 | PURDIE WILLIAM WALTER | $22.15 | Outstanding | |
| 935282 | 10/30/2026 | PUST NOAH ANDREW | $17.80 | Outstanding | |
| 935283 | 10/30/2026 | QUEZADA LISA JEANNE | $35.20 | Outstanding | |
| 935284 | 10/30/2026 | REINKER CHRISTIAN KENNETH | $19.25 | Outstanding | |
| 935285 | 10/30/2026 | RICHARDS ANTOINETTE | $17.80 | Outstanding | |
| 935286 | 10/30/2026 | RICHERT NATHAN PHILIP | $20.70 | Outstanding | |
| 935287 | 10/30/2026 | ROHRER JESSICA ANNE | $17.80 | Outstanding | |

Check Register Number Range

For Bank Account: Jury Funds - 153912426092
FROM: 935203 TO: 935319

| Check Number | Check Date | Payee | Amount | Status | Cleared Date |
|---|---|---|---|---|---|
| 935288 | 10/30/2026 | RORVIK BRIANNA DIANE | $35.20 | Outstanding | |
| 935289 | 10/30/2026 | ROSEBERRY MARK | $20.70 | Outstanding | |
| 935290 | 10/30/2026 | ROSSMAN ERICKA MAE CARRIE | $19.25 | Outstanding | |
| 935291 | 10/30/2026 | SCANSON MARCELLA | $16.35 | Outstanding | |
| 935292 | 10/30/2026 | SCHREINER BENJAMIN DAVID | $19.25 | Outstanding | |
| 935293 | 10/30/2026 | SEYMANSKI STEPHANIE | $38.10 | Outstanding | |
| 935294 | 10/30/2026 | SHANKS TAMMY MCDONALD | $35.20 | Outstanding | |
| 935295 | 10/30/2026 | SMITH ROBIN A | $22.15 | Outstanding | |
| 935296 | 10/30/2026 | SMITH STEVE MAKAI | $42.45 | Outstanding | |
| 935297 | 10/30/2026 | SNYDER FELICITY ANNE | $19.25 | Outstanding | |
| 935298 | 10/30/2026 | SPEAR CAREY E | $27.95 | Outstanding | |
| 935299 | 10/30/2026 | SPECK PATRICIA J | $13.45 | Outstanding | |
| 935300 | 10/30/2026 | SPLITTBERGER GARY | $25.05 | Outstanding | |
| 935301 | 10/30/2026 | STILSON TAIYAN CADE | $14.90 | Outstanding | |
| 935302 | 10/30/2026 | STREETS JOKELL ZENETA | $17.80 | Outstanding | |
| 935303 | 10/30/2026 | STRENDING BRANDON | $26.50 | Outstanding | |
| 935304 | 10/30/2026 | SWAIM KAYLINN MARIE | $20.70 | Outstanding | |
| 935305 | 10/30/2026 | THERRIAULT PATRICIA JEAN | $16.35 | Outstanding | |
| 935306 | 10/30/2026 | THOME SAWYER LEE | $19.25 | Outstanding | |
| 935307 | 10/30/2026 | THORMAHLEN DENNIS PAUL JR | $38.10 | Outstanding | |
| 935308 | 10/30/2026 | VASQUEZ ALYSSA EILEENMARIA | $14.90 | Outstanding | |
| 935309 | 10/30/2026 | VIETMEIER JODI LYNN | $16.35 | Outstanding | |
| 935310 | 10/30/2026 | WALLIS GRANT L | $22.15 | Outstanding | |
| 935311 | 10/30/2026 | WARNER BRAVEN KIRK | $39.55 | Outstanding | |
| 935312 | 10/30/2026 | WARREN JOY ELIZABETH | $20.70 | Outstanding | |
| 935313 | 10/30/2026 | WELLS FRANK R | $22.15 | Outstanding | |
| 935314 | 10/30/2026 | WILEMON SHAE LANE | $16.35 | Outstanding | |
| 935315 | 10/30/2026 | WILLIAMS TAMMY RENEE | $20.70 | Outstanding | |
| 935316 | 10/30/2026 | WINGENBACH RHEA JEAN | $38.10 | Outstanding | |
| 935317 | 10/30/2026 | WOODWARD RYAN ROY | $14.90 | Outstanding | |
| 935318 | 10/30/2026 | ZANINI RONALD MICHAEL | $23.60 | Outstanding | |
| 935319 | 10/30/2026 | ZEILSTRA THOMAS LAWRENCE | $16.35 | Outstanding | |
| **Totals** | **Number of Checks: 117** | | **Total:** **$2,610.41** | | |

Check Register Number Range

For Bank Account: Jury Funds - 153912426092
FROM: 935320 TO: 935361

| Check Number | Check Date | Payee | Amount | Status | Cleared Date |
|---|---|---|---|---|---|
| 935320 | 10/30/2026 | BAIER KATHERINE ELIZABETH | $42.40 | Outstanding | |
| 935321 | 10/30/2026 | BALLOU BETTY L | $17.80 | Outstanding | |
| 935322 | 10/30/2026 | BARNHART KAREN PIKE | $38.10 | Outstanding | |
| 935323 | 10/30/2026 | BISSONNETTE SCOTT NICHOLAS | $45.30 | Outstanding | |
| 935324 | 10/30/2026 | BOLIN AUSTIN JAMES | $35.20 | Outstanding | |
| 935325 | 10/30/2026 | BROWNLEE TIFFANY RENAE | $33.70 | Outstanding | |
| 935326 | 10/30/2026 | BRUCATO ANGELO DIMITRI | $17.80 | Outstanding | |
| 935327 | 10/30/2026 | BUECHLER MITCHELL STEVEN | $22.15 | Outstanding | |
| 935328 | 10/30/2026 | CARTER SHAYNE LEROY | $36.65 | Outstanding | |
| 935329 | 10/30/2026 | CELLAN KARI | $30.85 | Outstanding | |
| 935330 | 10/30/2026 | CHARLTON HEIDIANN NICHOLE | $19.25 | Outstanding | |
| 935331 | 10/30/2026 | COATS STEVE DARYL | $39.55 | Outstanding | |
| 935332 | 10/30/2026 | DAVIS BRIAN R | $41.00 | Outstanding | |
| 935333 | 10/30/2026 | DODSON HEATHER DAWN | $22.15 | Outstanding | |
| 935334 | 10/30/2026 | EBERLY KATHARINE ALAINE | $27.95 | Outstanding | |
| 935335 | 10/30/2026 | ELENBAAS ERIN M | $19.25 | Outstanding | |
| 935336 | 10/30/2026 | GAUL COSETTE RAYLENE | $17.80 | Outstanding | |
| 935337 | 10/30/2026 | HATTEN DAVID | $38.10 | Outstanding | |
| 935338 | 10/30/2026 | JOHNSON LINDA RAE | $35.15 | Outstanding | |
| 935339 | 10/30/2026 | JUROVICH MARK | $38.05 | Outstanding | |
| 935340 | 10/30/2026 | LEAVESSEUR JANET MARIE | $39.50 | Outstanding | |
| 935341 | 10/30/2026 | Jimmy Johns | $205.73 | Outstanding | |
| 935342 | 10/30/2026 | LEBRUN TIFFANY MARIE | $43.85 | Outstanding | |
| 935343 | 10/30/2026 | LEER TRAVIS NIGELLEWIS | $35.15 | Outstanding | |
| 935344 | 10/30/2026 | LOPER THOR J | $30.80 | Outstanding | |
| 935345 | 10/30/2026 | MAE TRICIA | $43.85 | Outstanding | |
| 935346 | 10/30/2026 | MASCARENA SHAYLA | $13.45 | Outstanding | |
| 935347 | 10/30/2026 | MORTON RODGER CLARENCE | $19.25 | Outstanding | |
| 935348 | 10/30/2026 | MURDOCK JONATHAN MICHAEL | $26.45 | Outstanding | |
| 935349 | 10/30/2026 | OLIVO DOMINIC GIANNI | $17.80 | Outstanding | |
| 935350 | 10/30/2026 | PALMER ALEX TODD | $30.80 | Outstanding | |
| 935351 | 10/30/2026 | PATTERSON TOREY NICOLE | $19.25 | Outstanding | |
| 935352 | 10/30/2026 | PRICE JEREMY JAMES | $30.80 | Outstanding | |
| 935353 | 10/30/2026 | PROPP RANDOLPH ZANE | $45.35 | Outstanding | |
| 935354 | 10/30/2026 | RENOVA BAILEY ELIZABETH | $19.25 | Outstanding | |
| 935355 | 10/30/2026 | SCHOENING CALIN | $23.60 | Outstanding | |
| 935356 | 10/30/2026 | SCHREINER SAMUEL NILSSON | $16.35 | Outstanding | |
| 935357 | 10/30/2026 | VOIGT MONIQUE PAULAS | $22.15 | Outstanding | |
| 935358 | 10/30/2026 | WALDO JEREMY J | $19.25 | Outstanding | |
| 935359 | 10/30/2026 | WILKINS MICHELLE | $16.35 | Outstanding | |
| 935360 | 10/30/2026 | WOOD JANICE W | $30.80 | Outstanding | |
| 935361 | 10/30/2026 | WUBBELS LANCE ALAN | $20.70 | Outstanding | |

Check Register Number Range

For Bank Account: Jury Funds - 153912426092
FROM: 935320 TO: 935361

| Check Number | Check Date | Payee | | Amount | Status | Cleared Date |
|---|---|---|---|---|---|---|
| **Totals** | **Number of Checks: 42** | | **Total:** | **$1,388.68** | | |

**B.O.C.C. Regular**
**Meeting Date:** 11/17/2026
**Title:** Response to Audit Findings - November 6, 2026
**Submitted By:** Amy Mills

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**TOPIC:**
October 16-October 31 Payroll Audit

**BACKGROUND:**
na

**RECOMMENDED ACTION:**
na

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**Attachments**

Audit Findings

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# PAYROLL AUDIT
## October 16 to October 31, 2026

Date: 11/5/2026

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor

Checked items indicate changes made by payroll.

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

| Date | Employee Name | Department | Finding | |
|---|---|---|---|---|
| 11/5/2026 | Mattheis, Matthieu | Detention | Comp time s/b 7.5 hrs used, update accruals | V |
| 11/5/2026 | Reitz, Tyler | Sheriff | OT s/b 1.75 hrs, comp earned s/b 3.25, update comp accruals | V |

**B.O.C.C. Regular** **4. a.**

**Meeting Date:** 11/17/2026

**Title:** Contracts with John's Home & Yard Service

**Submitted For:** Gregg Morgan **Submitted By:** Trasee Field, Senior Secretary

**TOPIC:**

Contracts with John's Home and Yard Service for RSID Snow Plowing

**BACKGROUND:**

Snow Plowing Contracts with John's Home and Yard for
RSID's 651,675,701,727,730,757,761,779,852,861 and 887.

**RECOMMENDED ACTION:**

File

**Attachments**

Contract
Contract
Contract
Contract
Contract
Contract
Contract
Contract
Contract
Contract
Contract

# YELLOWSTONE COUNTY
# INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and **John's Home and Yard Service Inc.**, herein referred to as "CONTRACTOR", whose address is **P.O. Box 21460, Billings, MT 59104.**

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as

**Work generally described as Snow Plowing within RSID 651 – Cloverleaf Meadows Subdivision and additional services or conditions per attached scope of work & quotation - Exhibit A.**

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:
CONTRACT shall be in effect from **November 1, 2026 to April 30, 2027**. If mutually agreed by both parties, the contract may be extended twice for a term of one (1) year per extension.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of **$ 500.00 per plowing event, $ 150.00 per hour for other services, and Unit Rates for other conditions as described in Exhibit A.** CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's quote dated **October 22, 2026**
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A – Contract Scope of Work & Specifications, Quote Solicitation List, and RSID Location & Boundary Map attached hereto**

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

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

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

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

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

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid

wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

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

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

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

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

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

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

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

RSID 651

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 Nov 1 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
John's Home and Yard Service
Billings, MT 59104

Signature

General Manager
Title

# Yellowstone County RSID Snow Plowing Quote Sheet

**Please fill out and return a worksheet for each RSID Subdivision you elect to quote**

**COMPANY NAME: _____John's Home and Yard Service**

**RSID Name and Number: _____Cloverleaf Meadows 651_____**

**RSID Event Committee Selection (Note 2" or 4" or Will-Call): ____2"_____**

## BASE QUOTE RATES

**Base Quote (Lump Sum) Per Plowing Event (as per specific RSID Committee selection)**

**$ _____$500_____/EACH (N/A if Will-Call Service Selection)**

**Additive Quote (Unit Price) Per Hour of Plowing Service / Will-Call Rate**

**$ ___$150_____/HR Minimum Hourly Rate (Flat Fee or Min Hrs) $ __$300_____/LS or _____ HRS**

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**MAILING ADDRESS: _____P.O. Box 21460_____**

**CITY, STATE, ZIP CODE: ____Billings, MT 59104_____**

**TELEPHONE NUMBER: ____406-652-8985_____**

**EMAIL ADRESS: _____msinger@jhys.com_____**

**MONTANA CONTRACTORS' LICENSE No. (if applicable): ____CCP-CCL-LIC-0148698_**

**AUTHORIZED REPRESENTATIVE (print): ____Matt Singer_____**

**SIGNATURE: _____**

**DATE: _____10/22/2026_____**

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I acknowledge receiving the following addenda (if applicable).

No. 1_____ No. 2 _____ (Initial)

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**ADDITIONAL SERVICES OFFERED/CONDITIONS –**

**Sanding Material Treatment / Ice-Melt Treatment: YES __X____NO _____**

**$ Fee Amount/Rates (if offered / provide clarifications):**

**_____$350 Per Load of Sand (1 ton of sand)_____**

---

**Holiday Service Restrictions: YES _X____NO _____**

**Note Restricted Service Days (if any)**

---

**Christmas**

---

**$ Holiday Fee Premium Amount / Rate (if any / provide clarifications):**

**___None_____**

---

**Multi-Year / Season Contract Offer (1 season term extension): YES ___X___NO _____**

**<u>Note</u> – If offered by Contractor, this option may be selected to reduce contracting administrative processes of the RSID, Yellowstone County and Contractor. If offered by Contractor, provide an extended contract Rate/Fee (e.g. $ fixed amount or % increase) adjustment (if any) to be applied for the succeeding year/season.**

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**5% increase in prices for each subsequent year.**

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**Any Other Conditions / Notations of Service Offerings:**

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# EXHIBIT A

## Yellowstone County RSID Subdivision Snow Plowing
## Scope of Work & Specifications

- Provide Snow Plowing Lump Sum Rate "Per Event" Depth (2" or 4" inch) as selected by each RSID Committee (N/A if Committee Selects "Will-Call" Service)
    - Quote a Fixed Lump Sum Rate per Service of all streets and cul-de-sacs within the RSID mapped area
    - Quote Rate to include Automatic Service that is to occur once the designated depth threshold has been achieved and/or is anticipated (unless Will-Call Service)
    - RSID Ad-Hoc Committees may request snow plowing if less than the designated threshold has accumulated, but the committee must initiate this request directly with the Contractor
- Provide Snow Plowing Rate per Hour for Will-Call or other service call outs by the RSID Ad-Hoc Committees
    - Quote a Fixed Rate per Hour: Examples of call-out services
        - Will-Call Contract Service (Base Contract established at Hourly Rate only)
        - Drift Plowing / Slush Plowing
        - Partial / Other Plowing - TBD
- Provide Rate Quotes for Other Offered Winter Services
    - Sanding Treatment Rate
    - Ice-Melt Treatment Rate
    - Other Services (if any)
    - Application / Usage to be at request of and locations coordinated directly by RSID committee
- Provide Service Limitation Notations / Special Fees
    - Holiday Premium Days / Rates (if any)
    - Holiday Service Restrictions / Non-Service Days (if any)
    - Other Restrictions / Fees (if any)
- Guidelines for all Subdivision Plowing
    - Plowing to include all streets and cul-de-sacs
    - Punctual plowing performance is expected per event
    - Driveways and Mailboxes are not to be plowed in with windrow stockpiles
    - Landscaping / Signage / Mailbox / Other Property Damage that occurs beyond the edge of roadway is to be repaired or replaced at Contractors Expense and coordinated with Property Owner(s) and is considered incidental to Contract Rates.
    - Coordinate with RSID Ad-Hoc Committee and Property Owners as necessary
- NOTE: <u>All road alignments colored dark green (designated as Public Roads) AND WITHIN THE BOUNDARIES of the mapped subdivisions are to be considered a road surface to be plowed and subject to receive service via the RSID program of the RSID subdivision(s) quoted.</u> Contractors interested in submitting price quotes are encouraged to visit the site(s) to obtain and verify their own measurements of lengths, widths, slopes and any other conditions to consider as needed to perform this work. Provided RSID road lengths are approximate only and will not be considered cause for contract rate adjustments.
- Price Quotes shall include all labor, equipment, and tools necessary for the noted service(s)

# YCPW 2026 RSID Snow Plowing Solicitation List *

| Quote List No. | RSID No. | RSID Name | RSID Service Selection | Approximate Rd Lengths - MILES | | RSID Location Clarifications/Notes: |
|---|---|---|---|---|---|---|
| 1 | 651 | Cloverleaf Meadows | 2" | 1.6 | | |
| 2 | 667 | White Tail | 2" | 0.2 | | |
| 3 | 671 | Blue Creek View | 2" | 1.5 | | **ALL Gravel Roads** |
| 4 | 675 | Oak Ridge ***PH 1*** | 2" | 0.6 | | |
| 5 | 688 | Eagle Bend | Will-Call | 4.0 | | **ALL Gravel Roads** |
| 6 | 689 | Saddleback Ridge | 2" | 2.3 | | |
| 7 | 698 | Sierra Estates | *4" Event* | 2.8 | | |
| 8 | 701 | Pheasant Brook | 2" | 2.5 | | |
| 9 | 703 | Beartooth Pointe | 2" | 1.0 | | ***Requires Sanding and/or Ice Treatment*** |
| 10 | 709 | Clarks Fork ***RIVER RANCH*** | 2" | 1.2 | | AKA Clarks Point Drive |
| 11 | 713/715 | Tanglewood | 2" | 3.7 | | ***Combine the 2 RSID Maps*** |
| 12 | 720 | Lone Eagle | 2" | 2.0 | | ***MAY require Sanding and/or Ice Treatment*** |
| 13 | 723 | Clarks Fork ***ESTATES*** | 4" Event | 0.15 | | **ALL Gravel Roads** |
| 14 | 727 | Farnum | 4" Event | 1.1 | | |
| 15 | 728 | Linlee Lakes | 2" | 1.6 | | |
| 16 | 757 | Huntley Estates | Will-Call | 1.3 | | |
| 17 | 761 | Vista Buttes | 2" | 1.2 | | |
| 18 | 769 | Brookwood | 4" Event | 2.7 | | |
| 19 | 773 | West Meadows | 2" | 3.2 | | **PARTIAL Gravel Roads;** ***EXCLUDE So Homewood Park Dr N of Penta Cir; EXCLUDE W Bird Way S of White Pine Cir*** |
| 20 | 776 | Pryor Creek | 2" | 1.7 | | |
| 21 | 779 | Twin Coulee | 4" Event | 1.3 | | AKA Sanctuary Canyon |
| 22 | 786 | Grizzly Creek | 4" Event | 0.5 | | |
| 23 | 803 | Indian Cliffs | 4" Event | 3.5 | | ***INCLUDE Apache Trail from Hwy 3 to beginning of RSID Subdivision roads*** |
| 24 | 806 | River Ranch ***RETREAT*** | 4" Event | 1.5 | | |
| 25 | 820 | Crest View | 2" | 0.2 | | |
| 26 | 850 | Bar 11 | 2" | 4.6 | | ***INCLUDE Hawthorn Ln to 650 S of Bull Park; EXCLUDE Plateau Rd and Muckle Trl beyond 200 ft W of Derby St; Exclude all unfinished roads N & W of Bar 11 & Windy Point intersection; EXCLUDE all unfinished roads S of Windy Point & Bull Park intersection*** |
| 27 | 852 | MacKenzie Meadow | 2" | 2.75 | | ***INCLUDE all of Abby Rd from S 56th St through Subdivision; EXCLUDE Callies St and Kenzie St beyond 200 ft east of Abby Rd*** |
| 28 | 861 | Sundance | 2" | 1.8 | | |
| 29 | 887 | Stone Creek | 4" Event | 1.0 | | |
| 30 | 730 | Emerald Eagle | 2" | 1.4 | | *** Added RSID location 10/20/26** |


AVENUE C
NANSELL LN
GRAND AVE
GRAND AVE
44TH ST W
SHILOH RD
BROADWATER AVE
LIAHONA LN
TR 1
TR 2B
1A
CORNER STONE SUB 1 3A
2
NANSELL LN
LENHARDT LN
TR 5A
TR 5B
TR 7B2
TR 7A
CARLS SUB
1
2
3
43RD ST W
GRAND AVE
GRAND AVE
GRAND AVE
GRAND AVE
GRAND AVE
CS 1701
TR 1B
MAIER SUB
1
BURLINGTON AVE
TH STREET EST SUB
ARSDALE SUB
JERICHO SUB
ALDINGER
ACRES
2
3 SUB
ASSITY SUB
SKALKAHO SUB 1
CS 2533
1-C
1-D
3C
3D
CLIFF VIEW CIR
FISCHER SUB
STICKA SUB
STICKA CIR
46TH ST W
651M
BLUEGRASS DR
TIMOTHY PL
BLUEGRASS DR E
CLOVERLEAF PL
CLOVERLEAF
BLUEGRASS DR W
MEADOWS
LEWIS AVE
LEWIS AVE
44TH ST W
BLUEGRASS PL
BLUEGRASS DR E
PAINTBRUSH PL
SUB 4
5
TR 1A
TR 6A
TR 2A2A1
BROADWATER AVE
BROADWATER AVE
BROADWATER AVE
BROADWATER AVE
RSID 651
CLOVERLEAF MEADOWS SUB
Streets Storm water Sewer
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 11/27/2020
YELLOWSTONE COUNTY GIS
Roads
Public
Private
rsids
N
0.8
0.4
0
0.8 Miles

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2026

**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**
Leavitt Great West Insurance Services, LLC
3067 Cabernet Drive
Suite 3
Helena MT 59601

**CONTACT NAME:** Lyndie Kraft
**PHONE (A/C, No, Ext):** (877) 229-4553 **FAX (A/C, No):** (866) 751-8096
**E-MAIL ADDRESS:** lyndie-kraft@leavitt.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Midwest Family Mutual Insurance Company | 23574 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
John's Home & Yard Service LLC
PO Box 21460
Billings MT 59104

**COVERAGES** **CERTIFICATE NUMBER:** Rvsd Mstr PK **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Explosion Full Time | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Uninsured/Underinsured Motorist B | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | CPMT050449042 | 09/01/2026 | 09/01/2027 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

Certificate Holder is Additional Insured with Waiver of Subrogation on a Primary & Non-Contributory basis in regards to General Liability, Auto Liability, and Work Comp. See MFMBP036 (09-18), MFMCA005 (05-20), and NC300 (04/23) Matt Singer is excluded from Workers Compensation.

**CERTIFICATE HOLDER**
Yellowstone County
PO Box 35024
Billings MT 59107

**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.**

**AUTHORIZED REPRESENTATIVE**
Lyndie Kraft


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**The ACORD name and logo are registered marks of ACORD**

# ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Employee Benefits | EBLIA | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Explosion Part Time | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | 1,000 | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Medical payments | MEDPM | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 5,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
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| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
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| Ref # | Description | Coverage Code | Form No. | Edition Date |
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| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
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| Ref # | Description | Coverage Code | Form No. | Edition Date |
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| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
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| Ref # | Description | Coverage Code | Form No. | Edition Date |
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| Ref # | Description | Coverage Code | Form No. | Edition Date |
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| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
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| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

OFADTLCV

**Copyright 2001, AMS Services, Inc.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO ADVANTAGE ENDORSEMENT**

This endorsement modifies insurance provided under the BUSINESS AUTO COVERAGE FORM – CA 00 01 12 90 – and provides the following coverages:

| Coverage | Limit or Included |
|---|---|
| **Additional Insured By Contract Or Agreement** | **Included** |
| **Airbags Coverage Extension** | **Included** |
| **Employees As Insureds** | **Included** |
| **Employee Hired Autos** | **$65,000** |
| **Glass Breakage (Windshield Repair)** | **Deductible waived** |
| **Hired Auto Physical Damage Coverage** | **$65,000** |
| • **Loss of Use** | **$300 Per Day**<br>**$2100 Maximum** |
| **Limited Fellow Employee Coverage** | **Included** |
| **Limited Loan/Lease Gap Coverage** | **$2,000** |
| **Newly Formed Or Acquired Entities** | **Included** |
| **Rental Reimbursement Coverage** | **45 Days**<br>**$75 Maximum Per Day**<br>**$3,375 Maximum To Any One Covered Auto**<br>**$15,000 Maximum Rental Expenses In Any One Policy Period** |
| **Supplementary Payments – Increased Limits:** | |
| • **Bail Bonds** | **$3,000** |
| • **Loss Of Earnings (Per Day)** | **$1,000** |
| **Towing And Labor** | **$100** |
| **Waiver Of Subrogation By Contract or Agreement** | **Included** |

The provisions of the Business Auto Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Business Auto Coverage Form:

**EMPLOYEE HIRED AUTOS**

**A. Changes in Liability Coverage**
The following is added to the **Who is an Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**B. Changes in General Conditions**
Paragraph **5.b.** of the **Other Insurance** Condition is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**1.** Any covered "auto" you lease, hire, rent or borrow; and

**2.** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**C. Limit of Insurance**
The most we will pay in any one "loss" will be the lesser of:

**(1)** The actual cash value of the damaged or stolen"auto" as of the time of the "loss";

**(2)** The cost to repair or replace the damaged or stolen "auto" as of the time of the "loss";

**(3)** $65,000.

**HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for **Covered Autos Liability Coverage** in the policy, then such **Physical Damage Coverage** that is provided in this policy for your owned "autos" will be extended to certain "autos" you lease, hire, rent or borrow, subject to the following additional provisions:

**1.** This extension for **Hired Auto Physical Damage Coverage** does not apply to:

**a.** Any "auto" you lease, hire, rent or borrow that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;

**b.** Any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households; or

**c.** Any other "auto" you lease, hire, rent, or borrow:

**(1)** For a period of more than 30 days; or

**(2)** With a driver.

2. **Physical Damage Coverage**
The **Physical Damage Coverage** provided will be:
**(a)** With respect to the Other Than Collision coverage;
**(1)** Comprehensive Coverage if any covered "auto" owned by you has this coverage under the policy; or,
**(2)** Specified Causes Of Loss Coverage if, under this policy any covered "auto" owned by you has this coverage and no other covered "auto" owned by you has Comprehensive Coverage; and
**(b)** Collision Coverage if any covered "auto" owned by you has this coverage under this policy.

3. **Limit Of Insurance**
The most we will pay in any one "loss" will be the lesser of:
**a.** The actual cash value of the damaged or stolen "auto" as of the time of the "loss";
**b.** The cost to repair or replace the damaged or stolen "auto" with the other property of like kind and quality; or
**c.** $65,000,
Except that such amount will be reduced by a deductible as determined in paragraph **4.** below.

4. **Deductible**
Our obligation to pay for, repair, return or replace such damaged or stolen covered "auto" will be reduced by a deductible for coverage afforded in **2.(a)** and **2.(b)** above equal to the amount of the largest deductible applicable for that coverage to any covered "auto" owned by you. However, no deductible will apply to "loss" caused by fire or lightning.

5. **Loss Of Use**
For any "auto" which is a covered "auto" under this extension **Hired Auto Physical Damage Coverage,** and subject to the coverages provided under paragraph **2. Physical Damage Coverage** above, we will also pay expenses for loss of use of such "auto", subject to the following additional provisions:
**a.** Such "auto": is leased or rented under a written rental contract or agreement;
**b.** Such loss of use is a direct consequence of a "loss" covered under this extension **Hired Auto Physical Damage Coverage:**
**(1)** For which an "insured" is legally responsible; and
**(2)** As a result of which the leasing or rental entity sustains a monetary loss;
**c.** The most we will pay for any expenses for loss of use is $300 per day, subject to a maximum of $2,100.

6. **Other Insurance**
Coverage under this extension **Hired Auto Physical Damage Coverage** will be excess over any other valid and collectible insurance available to the "insured".

**ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**

1. **SECTION II – LIABILITY COVERAGE A. 1. WHO IS AN INSURED** is changed to add as an additional insured any person or organization when you and such person or organization have agreed in writing

in a contract or agreement that such person or organization can be added as an additional insured on your policy, subject to the following additional provisions.

**a.** Such person or organization is an additional insured only with respect to their vicarious legal responsibility for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto", and then only to the extent of that liability.

**b.** Such person or organization is not an additional insured for any covered "auto" owned by, hired from, or borrowed from such person or organization or a member of such person's household.

**c.** Such written contract or agreement must be executed prior to, and be in effect at the time of, the "bodily injury" or "property damage".

**d.** Paragraph **F.** "Insured Contract" contained in **SECTION V – DEFINITIONS** is changed to add sub-paragraph **d.** to the end of that definition, as follows:
An "Insured Contract" does not include that part of any contract or agreement:
**d.** That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other that the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto".

**2.** None of the following shall be an additional insured under this endorsement:
**a.** Any motor carrier for hire or his or her "employees"; or
**b.** Any rail, water or air carrier or their "employees"
for any covered "auto".

**3.** Paragraph **A. 1. WHO IS AN INSURED** paragraph **c.** is deleted and replaced with the following provisions:
**c.** The additional insured is not required to pay any premiums stated in the policy or earned from the policy. Any return premium shall be payable to you.
**d.** You are authorized to act for the additional insured in all matters pertaining to this insurance.
**e.** the additional insured will retain any right of recovery as a claimant under this policy.

**EMPLOYEES AS INSUREDS**

**SECTION II – LIABILITY COVERAGE – A. 1. WHO IS AN INSURED** is changed to the following provision.

Any "employee" of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision **Employees As Insureds,** does not apply if separate Employees As Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

**NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

The Named Insured shown in the Business Auto Declarations is amended to include any organization you newly form or acquire, other than:

**(i)** A partnership, joint venture, or limited liability company; or

**(ii)** An organization excluded by the provisions of this policy or by endorsement,

and over which you maintain ownership or majority interest of more than 50%, subject to the following additional provisions:

**1.** This insurance does not apply to any newly formed or acquired organization that is an "insured" under such policy but for its termination or the exhaustion of its Limits of Insurance.

**2.** Coverage under this provision does not apply to injury, damage, expense, or "loss" that occurred before you formed or acquired the organization.

**3.** Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, or the end of the policy period, whichever is earlier.

**SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

The following changes are made to **SECTION II – LIABILITY COVERAGE – A. 2. COVERAGE EXTENSIONS:**

**1.** The limit shown in Subparagraph **(2)** for the cost of bail bonds is changed from $250 to $3,000.

**2.** The limit shown in Subparagraph **(4)** for all reasonable expenses incurred at our request, including actual loss of earnings because of time off work, is changed from $100 to $1,000 per day.

**LIMITED FELLOW EMPLOYEE COVERAGE**

**SECTION II – LIABILITY COVERAGE – B. EXCLUSIONS 5. FELLOW EMPLOYEE** is replaced by the following:

**a.** "Bodily injury" to any fellow "employee" of the "insured" arising out of an in the course of the fellow "employees" employment or while performing duties related to the conduct of your business; or

**b.** the spouse, child, parent, brother or sister of the fellow "employee" as a consequence of Paragraph **a.** above.

However, this exclusion does not apply to liability incurred by your employees that are "executive officers".

Such coverage is excess over any other collectible insurance, and Paragraph **5. OTHER INSURANCE** of **B. GENERAL CONDITIONS** under **SECTION IV – BUSINESS AUTO CONDITIONS** is changed accordingly.

Any insurance provided by this provision **Limited fellow Employee Coverage** does not apply if separate fellow Employee Coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made part of this policy.

As used in this provision "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

**TOWING AND LABOR COVERAGE**

Paragraph **2. Towing** under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

With respect to any "private passenger auto" or "light truck" you own that is provided both Comprehensive Coverage and Collision Coverage in this policy, we will pay up to $100 for towing and labor costs incurred each time such "private passenger auto" or "light truck" is disabled, subject to the following additional provisions:

1. The labor must be performed at the place of disablement;
2. This coverage does not apply to stolen "autos".
3. As used with this coverage:
   a. "Private passenger auto" means a four wheel auto of the private passenger or station wagon type; and
   b. "Light truck" means a pick up or panel truck, sport utility vehicle or similar "auto", with a Gross Vehicle Weight (GVW) of 11,000 pounds or less.
   Gross Vehicle Weight (GVW) is the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

**GLASS BREAKAGE (WINDSHIELD REPAIR)**

Paragraph **3.** Glass Breakage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A –** the following is added:

**d.**If your windshield sustains damage resulting in a crack or chip that is deemed repairable and the repairs are completed, we will agree to waive your deductible.

**RENTAL REIMBURSEMENT COVERAGE**

Paragraph **4.** Coverage Extension under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to a covered "auto" you own, subject to the following additional provisions:

1. As used in the Rental Reimbursement Coverage provision, "auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads. However, "auto" does not include:
   a. "Mobile equipment", or
   b. Any other land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law where it is licensed or principally garaged.
2. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
3. No deductible applies to the coverage.
4. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
   a. The number of days reasonably required to repair or replace the covered "auto", or
   b. 45 days
5. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.

**b.** The maximum rental expenses shown below:
**(1)** $75 any one day;
**(2)** $3,375 because of "loss" to any one covered "auto".

**6.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**7.** The insurance afforded for **Rental Reimbursement Coverage** in this extension does not apply if separate Rental Reimbursement Coverage is issued by us as an endorsement and made part of this policy.

**AIRBAGS COVERAGE EXTENSIONS**

Paragraph **2. b.** contained in **SECTION III – PHYSICAL DAMAGE COVERAGE – B. EXCLUSIONS –** does not apply to the unintended discharge of an airbag. However, coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

**LIMITED LOAN/LEASE GAP COVERAGE**

The following is an added coverage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE:**

In the event of a covered total "loss" to a covered "auto" which is either owned by you or is long-term leased by you for a period of 12 consecutive months or longer, we will pay any unpaid amount due on your loan or lease for such covered "auto", subject to the following additional provisions:

**1.** We will only pay the lesser of:
**a.** The sum of such unpaid amount, less
**(1)** The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and
**(2)** Any:
**(a)** Overdue loan/lease payments at the time of the "loss",
**(b)** Financial penalties imposed under a lease or excessive use, abnormal wear and tear or high mileage;
**(c)** Security deposits not returned by the lessor;
**(d)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
**(e)** Carry-over balances from previous loans or leases; or
**b.** $2,000.

**2.** This extension does not apply to any "auto" that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

**WAIVER OF SUBRO BY CONTRACT OR AGREEMENT**

The following is added to Paragraph **A. 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** contained in **SECTION IV – BUSINESS AUTO CONDITIONS:**

Notwithstanding anything to the contrary in the previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for 'bodily injury", "property damage" or "loss" arising out of the operation, maintenance, use,

loading or unloading of a covered "auto" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:
   a. Made prior to the covered injury or damage; and
   b. In effect at the time of the covered injury or damage; and
2. The injury or damage arises out of the operations contemplated by such written contract or agreement.

This waiver applies on to such person or organization designated in such written contract or agreement.

**ADDITIONAL DEFINITIONS**

As used with this endorsement the following Definitions are added:

**"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

**"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**"Temporary worker"** means a person who is furnished to you as a substitute for a permanent "employee" on leave or to meet seasonal or short term workload conditions.

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 2 | LEASED/RENTED EQUIP. | RDO Equipment Co<br>5221 Midland Road<br>Billings, MT 59101 | Unit 1 |
| Loss Payee | | | |
| 3 | LEASED/RENTED EQUIP | US Bank Equipment Finance<br>1310 Madrid Street<br>Marshall, MN 56258 | Unit 1 |
| Mortgagee | | | |
| 1 | | FIRST INTERSTATE BANK<br>INSURANCE SERVICE CENTER<br>PO BOX 863329<br>Plano, TX 75086 | Unit 2 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

### FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML3 | 04-05 | Amendatory Endorsement #3 | | | | $500.00 |
| 000-ART | 07-15 | Artisan Contractor Forms | ALL | | | |
| BOP P 02 | 01-21 | Policyholder Notice | ALL MT | | | |
| BP0417 | 01-10 | Employment-Related Practices Exclusion | ALL MT | | | |
| BP0418 | 06-89 | Amendment-Liquor Liability Exclusion | ALL MT | | | |
| BP0517 | 01-06 | Exclusion - Silica or Silica-Related Dust | ALL | | | |
| BP1408 | 01-10 | Excl - Exterior Insulation and Finish Systems | ALL | | | |
| BP 00 03 | 05-22 | Montana Businessowners Coverage Form | ALL MT | | | |
| BP 02 01 | 01-10 | Montana Changes | ALL MT | | | |
| BP 05 01 | 07-02 | Calculation of Premium | ALL | | | |
| BP 05 15 | 12-20 | Disclosure Pursuant to TRIA | ALL | | | |
| BP 05 23 | 01-15 | Cap Losses from Certified Acts of Terrorism | ALL | | | |
| BP 05 77 | 01-06 | Fungi or Bacteria Exclusion (Liability) | ALL MT | | | |
| BP 14 86 | 07-13 | Communicable Disease Exclusion | ALL MT | | | |
| BP 15 04 | 12-23 | Excl - Access/Disclosure of Confidential Info | ALL MT | | | |
| BP 15 60 | 02-21 | Cyber Incident Exclusion | ALL | | | |
| BP 15 91 | 12-23 | Exclusion - PFAS | ALL | | | |
| BP0526M | 01-16 | Excl of Certified Acts of | ALL MT | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Terrorism Inv N/B/C | | | | |
| MFM 001 | 05-25 | Policyholder Notice | ALL | | | |
| MFM 001A | 03-20 | Midwest Family Mutual Service Fee Schedule | ALL | | | |
| MFMAC017 | 03-16 | Limited Exclusion - Wrap-Up Insurance Program | ALL | | | |
| MFMBP037 | 07-19 | Medical Expense at Your Request End | ALL MT | | | |
| MFMBP038 | 12-22 | Wind/Hail Loss Settlement Provisions | ALL MT | | | |
| MFMBP041 | 04-23 | War and Cyber War Exclusion | ALL MT | | | |
| MFMBP043 | 02-25 | Exclusion - PFAS Policyholders Notice | ALL | | | |
| MFMBP-02 | 09-15 | Asbestos Exclusion | ALL | | | |
| MWILP001 | 01-04 | US Treasury Dept OFAC Advisory Notice | ALL | | | |
| PRIV NTC | 12-22 | Privacy Policy Notice | ALL | | | |
| ART-0007 | 02-22 | Work Performed Exclusion | ALL | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-1 | | | |
| BP0498 | 01-10 | Employee Benefits Liability | ALL | | $1,000,000 | $425.00 |
| | | Employee Benefits Liability | | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 1-1 | | | |
| IH 68 04 | 05-17 | Boom Limitation | ALL | | | |
| MFMAC015 | 01-15 | Contractors Installation Coverage | 1-1 | 500 | | $469.00 |
| | | Max Limit per Location: 50000<br>Max Limit in Transit: 50000<br>Max Limit all Locations: 150000 | | | | |
| MFMAC016 | 01-16 | Contractors Tools and Equipment Coverage | ALL | | | |
| MFMAC021 | 02-25 | Incorp of Apps, Supporting Docs, and Represen | ALL MT | | | |
| MFMBP006 | 01-16 | Limited Pollution Cov-Work Sites | ALL | | | $750.00 |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 1-1 | | | |
| MFMBP036 | 09-18 | Ultimate Liability Advantage Endorsement | 1-1 | | | |
| MFMIL005 | 09-15 | Business Income/Extra Expense Limit | ALL | | | |
| IR 08 84 | 03-18 | Commercial (BOP/Garage) Identity Recovery Cov | ALL | $500 | 25,000 | $27.00 |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-2 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-2 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof | 1-2 | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Surfacing | | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-2 | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 2-1 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 2-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 2-1 | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 2-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 2-1 | | | |
| MFMBP040 | 05-23 | Roof Exclusion | 2-1 | | | |

| Veh | Address | City | State | Terr |
|---|---|---|---|---|
| 70 | 621 Charles Street | Billings | MT | 107 |
| 71 | 621 Charles Street | Billings | MT | 107 |
| 72 | 621 Charles Street | Billings | MT | 107 |
| 73 | 621 Charles Street | Billings | MT | 107 |
| 74 | 621 Charles Street | Billings | MT | 107 |
| 75 | 621 Charles Street | Billings | MT | 107 |
| 76 | 621 Charles Street | Billings | MT | 107 |
| 77 | 621 Charles Street | Billings | MT | 107 |
| 78 | 621 Charles Street | Billings | MT | 107 |

## Special Interest

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 1 | 2018 Ford F350 #2647 | Ford Motor Credit<br>PO Box 30201<br>College Station, TX 77842 | Unit 68 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML2 | 04-05 | Amendatory Endorsement #2 | | | | |
| 000-AUT | 07-15 | Commercial Auto Forms | | | | |
| CA0001 | 05-22 | Business Auto Coverage Form | ALL MT | | | |
| CA9944 | 12-90 | Loss Payable Clause | ALL | | | |
| CA 01 68 | 03-06 | Montana Garage Liability Changes | ALL MT | | | |
| CA 01 72 | 04-01 | Montana Changes-Medical Payments Coverage | ALL MT | | | |
| CA 02 20 | 10-03 | Montana Changes-Cancellation Non-Renewal | ALL MT | | | |
| CA 99 03 | 03-06 | Auto Medical Payments Coverage | ALL MT | | | |
| CA-23-85 | 01-06 | Exclusion of Terrorism Involving N/B/C | ALL MT | | | |
| IL0003 | 06-89 | Calculation of Premium | ALL | | | |
| IL0017 | 11-85 | Common Policy Conditions | ALL MT | | | |
| IL 00 21 | 09-08 | Nuclear Energy Liability Excl Endt-Broad Form | ALL MT | | | |
| IL 01 67 | 09-08 | Montana Changes-Conformity with Statutes | ALL MT | | | |
| IL 01 80 | 09-07 | MT Changes-Concealment, misrepresentation fra | ALL MT | | | |
| MFMCA005 | 05-20 | Business Auto Advantage Endorsement | ALL | | | $4,982.00 |
| | | 47 - Number of Vehicles | | | | |
| CA 20 54 | 10-01 | Employee Hired Auto | | | | |
| CA 99 33 | 10-13 | Employees as Insureds | | | | |
| CA 31 35 | 12-07 | MT Uninsured Motorists Coverage-Non-Stacked | | | | |
| CA 31 33 | 12-07 | MT Underinsured Motorists | | | | |

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Cov.Non-Stacked | | | | |

MFM ML3 04-05

## Amendatory Endorsement #3

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560139501

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ARTISAN CONTRACTOR COVERAGE FORM

SNOW PLOW PRODUCTS - COMPLETED OPERATIONS HAZARD COVERAGE

The following exception is added to Exclusion B/1.g Aircraft, Auto, or Watercraft in Section II - Liability:

This exclusion does not apply to "bodily injury" or "property damage" that:

(a) Is included in the "products-completed operations hazard", and
(b) Arises out of the use of any "auto" for snow or ice removal operations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

# ULTIMATE LIABILITY ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the BUSINESSOWNERS COVERAGE FORM and provides the following coverages:

| Coverage | Limits |
|---|---|
| **Bail Bonds** | **$5,000** |
| **Loss of Earnings** | **$1,000** |
| **Automatic Liability Coverage – Newly Acquired or Constructed Property** | **120 Days – Period of Coverage** |
| **Damage to Property- Borrowed Equipment** | **$5,000** |
| **Blanket Additional Insured – Primary & Non Contributory – Ongoing and Completed Operations** | **Included if required by Written Contract or Written Agreement** |
| **Damage to Premises Rented to You** | **$300,000** |
| **Contractual Liability – Railroad** | **Included in General Liability Limit** |
| **Blanket Waiver of Subrogation** | **Included if required by Written Agreement** |

The provisions of the Businessowners Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Businessowners Coverage Form:

**Bail Bonds, Loss of Earnings and Automatic Liability Coverage – Newly Acquired or Constructed Property**

**SECTION II – LIABILITY – A. Coverages – 1. Business Liability**
**f. Coverage Extension – Supplementary Payments** – The following is changed:
**(b)** Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for 'bodily injury" applies. We do not have to furnish these bonds. And;
**(d)** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

The following **Coverage Extension** is added:
**(3)** For any newly acquired or constructed property that is intended for the similar use and operation as described in the Declarations we will extend Liability coverage. That coverage will end when any of the following first occurs:
**(a)** This policy expires; or
**(b)** 120 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property.
We will charge you additional premium for the liability from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.
**Damage to Property – Borrowed Equipment**

The following change is made to **B. Exclusions – 1. Applicable To Business Liability Coverage**
**k. Damage To Property** – the following is added to **(4)**
This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $5,000 per occurrence.

**Blanket Additional Insured – Primary and Non Contributory – Ongoing and Completed Operations**

The following is added to **C. Who Is An Insured**
**3.** The following are also an insured.
**A.** Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or a written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
**1** Your acts or omissions;
**2** The acts or omissions of those acting on your behalf, and resulting from;

**(a)** Your ongoing operations performed for the additional insured;
**(b)** Your work completed as included in the "products completed operations hazard" performed for the additional insured.
**B.** However, regarding provision **A.** above:
**1.** We will not extend insurance coverage to any additional insured or organization:
**(a)** That is not provided to you in this policy; or
**(b)** That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement.
**C.** The insurance provided to the additional insured person or organization does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of your rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
**1.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change of orders or drawings and specifications; and
**2.** Supervisory inspection, architectural or engineering activities.
**D.** For the coverage here:
**1.** The insurance is primary with respects to our coverage for the additional insured person or organization where the written contract or written agreement requires this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
**2.** This insurance is excess over any other insurance, whether primary, excess, contingent or any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same occurrence, claim or suit. This provision does not apply to any policy which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**Damage to Premises Rented To You**

The following change is made to **D. Liability And Medical Expenses Limits Of Insurance** – paragraph **3.** Is deleted and replaced with the following:
**3.** The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is $300,000. This limit replaces the limit shown in the Declarations for Damage to Premises Rented to You.

**Contractual Liability – Railroad**

The following change is made to **F. Liability And Medical Expenses Definitions** – **9.** "Insured contract" is changed to include contractual liability – railroads. The definition of "insured contract" is replaced with the following:
**9.** "Insured contract" means:
**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owners is not an "insured contract";
**b.** A sidetrack agreement;
**c.** Any easement or license agreement;

**d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
**e.** An elevator maintenance agreement;
**f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph **f.** does not include that part of any contract or agreement:

- **(1)** That indemnified an architect, engineer or surveyor for injury or damage arising out of:
  - **a.** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **b.** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- **(2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

**Blanket Waiver of Subrogation**

**SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)** The following change is made to **K. Transfer Of Rights Of recovery Against Others To Us –** paragraph **2.** Is deleted and replaced with the following:
**2.** Applicable to Businessowners Liability Coverage:
If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

We waive any Right of Recovery we may have against any additional insured as required in a written agreement because of payments we make for injury or damage arising out of your ongoing operations or your work done under contract with that person or organization.

MFM ML1 04-05

## Amendatory Endorsement #1

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
NAME INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560146256
LINE OF BUSINESS: WORKER¿S COMPENSATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

BLANKET WAIVER OF SUBROGATION COVERAGE APPLIES

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS.

WE HAVE THE RIGHT TO RECOVER OUR PAYMENT FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT.

# YELLOWSTONE COUNTY
# INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and **John's Home and Yard Service Inc.**, herein referred to as "CONTRACTOR", whose address is **P.O. Box 21460, Billings, MT 59104.**

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as

**Work generally described as Snow Plowing within RSID 675 – Oak Ridge Estates Phase I and additional services or conditions per attached scope of work & quotation - Exhibit A.**

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:
CONTRACT shall be in effect from **November 1, 2026 to April 30, 2027**. If mutually agreed by both parties, the contract may be extended twice for a term of one (1) year per extension.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of **$ 275.00 per plowing event, $ 150.00 per hour for other services, and Unit Rates for other conditions as described in Exhibit A.** CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's quote dated **October 22, 2026**
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A – Contract Scope of Work & Specifications, Quote Solicitation List, and RSID Location & Boundary Map attached hereto**

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

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

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

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

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

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid

wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

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

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

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

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

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

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

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

RSID 675

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 Nov 1 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
John's Home and Yard Service
Billings, MT 59104

Signature

General Manager
Title

# Yellowstone County RSID Snow Plowing Quote Sheet

**Please fill out and return a worksheet for each RSID Subdivision you elect to quote**

**COMPANY NAME: _____John's Home and Yard Service**

**RSID Name and Number: _____Oak Ridge 675_____**

**RSID Event Committee Selection (Note 2" or 4" or Will-Call): ____2"_____**

## BASE QUOTE RATES

**Base Quote (Lump Sum) Per Plowing Event (as per specific RSID Committee selection)**

**$ _____$275_____/EACH (N/A if Will-Call Service Selection)**

**Additive Quote (Unit Price) Per Hour of Plowing Service / Will-Call Rate**

**$ ___$150_____/HR Minimum Hourly Rate (Flat Fee or Min Hrs) $ __$275_____/LS or _____ HRS**

---

**MAILING ADDRESS: _____P.O. Box 21460_____**

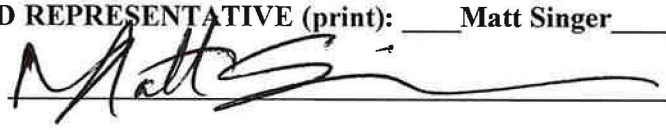
**CITY, STATE, ZIP CODE: ____Billings, MT 59104_____**

**TELEPHONE NUMBER: ____406-652-8985_____**

**EMAIL ADRESS: _____msinger@jhys.com_____**

**MONTANA CONTRACTORS' LICENSE No. (if applicable): ____CCP-CCL-LIC-0148698_**

**AUTHORIZED REPRESENTATIVE (print): ____Matt Singer_____**

**SIGNATURE:** 

**DATE: _____10/22/2026_____**

==========

I acknowledge receiving the following addenda (if applicable).

No. 1_____ No. 2 _____ (Initial)

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**ADDITIONAL SERVICES OFFERED/CONDITIONS –**

**Sanding Material Treatment / Ice-Melt Treatment: YES __X____NO _____**

**$ Fee Amount/Rates (if offered / provide clarifications):**

**_____$350 Per Load of Sand (1 ton of sand)_____**

**Holiday Service Restrictions: YES _X____NO _____**

**Note Restricted Service Days (if any)**

**Christmas**

**$ Holiday Fee Premium Amount / Rate (if any / provide clarifications):**

**___None_____**

**Multi-Year / Season Contract Offer (1 season term extension): YES ___X___NO _____**

**Note – If offered by Contractor, this option may be selected to reduce contracting administrative processes of the RSID, Yellowstone County and Contractor. If offered by Contractor, provide an extended contract Rate/Fee (e.g. $ fixed amount or % increase) adjustment (if any) to be applied for the succeeding year/season.**

**5% increase in prices for each subsequent year.**

**Any Other Conditions / Notations of Service Offerings:**

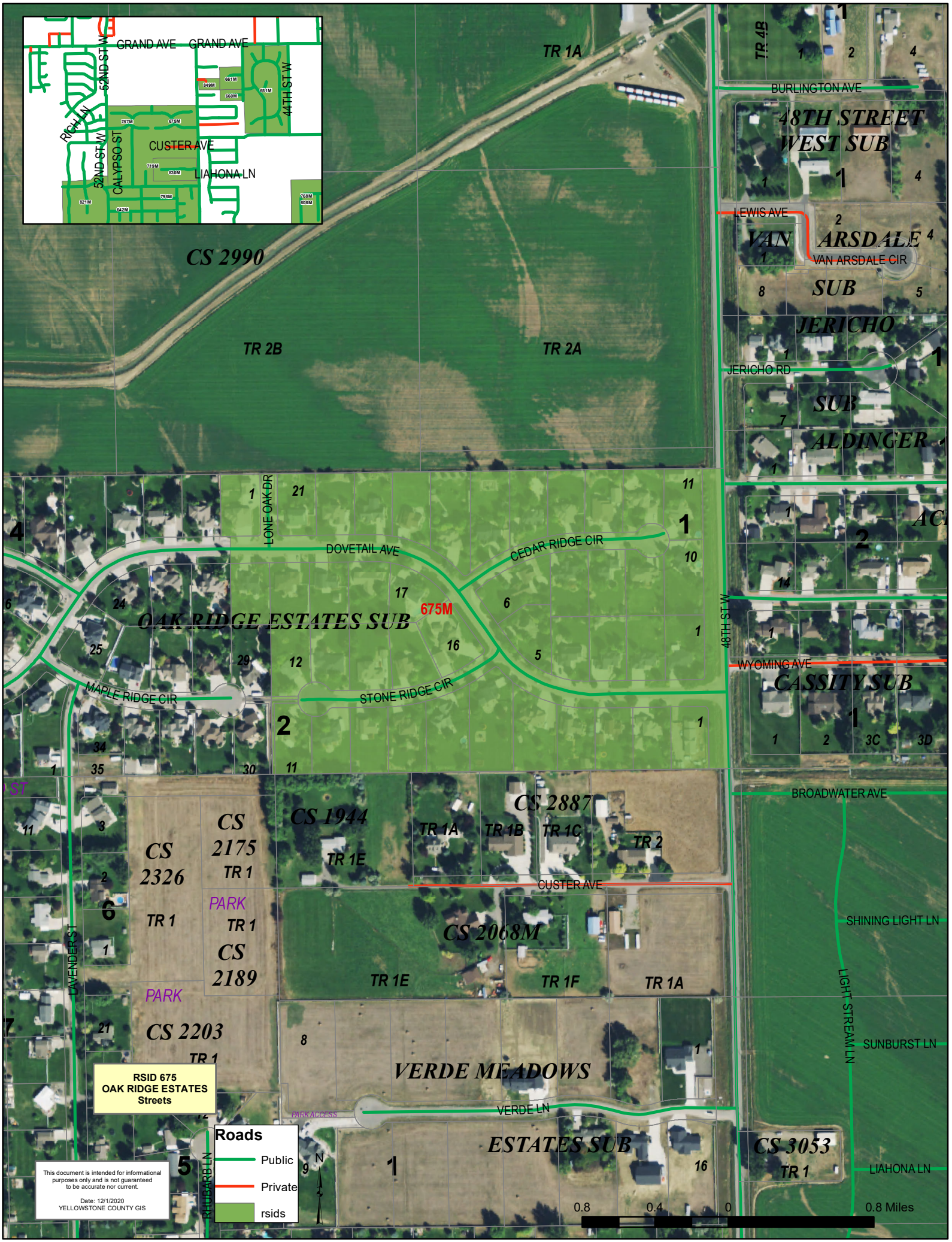
# EXHIBIT A

## Yellowstone County RSID Subdivision Snow Plowing
## Scope of Work & Specifications

- Provide Snow Plowing Lump Sum Rate "Per Event" Depth (2" or 4" inch) as selected by each RSID Committee (N/A if Committee Selects "Will-Call" Service)
    - Quote a Fixed Lump Sum Rate per Service of all streets and cul-de-sacs within the RSID mapped area
    - Quote Rate to include Automatic Service that is to occur once the designated depth threshold has been achieved and/or is anticipated (unless Will-Call Service)
    - RSID Ad-Hoc Committees may request snow plowing if less than the designated threshold has accumulated, but the committee must initiate this request directly with the Contractor
- Provide Snow Plowing Rate per Hour for Will-Call or other service call outs by the RSID Ad-Hoc Committees
    - Quote a Fixed Rate per Hour: Examples of call-out services
        - Will-Call Contract Service (Base Contract established at Hourly Rate only)
        - Drift Plowing / Slush Plowing
        - Partial / Other Plowing - TBD
- Provide Rate Quotes for Other Offered Winter Services
    - Sanding Treatment Rate
    - Ice-Melt Treatment Rate
    - Other Services (if any)
    - Application / Usage to be at request of and locations coordinated directly by RSID committee
- Provide Service Limitation Notations / Special Fees
    - Holiday Premium Days / Rates (if any)
    - Holiday Service Restrictions / Non-Service Days (if any)
    - Other Restrictions / Fees (if any)
- Guidelines for all Subdivision Plowing
    - Plowing to include all streets and cul-de-sacs
    - Punctual plowing performance is expected per event
    - Driveways and Mailboxes are not to be plowed in with windrow stockpiles
    - Landscaping / Signage / Mailbox / Other Property Damage that occurs beyond the edge of roadway is to be repaired or replaced at Contractors Expense and coordinated with Property Owner(s) and is considered incidental to Contract Rates.
    - Coordinate with RSID Ad-Hoc Committee and Property Owners as necessary
- NOTE: <u>All road alignments colored dark green (designated as Public Roads) AND WITHIN THE BOUNDARIES of the mapped subdivisions are to be considered a road surface to be plowed and subject to receive service via the RSID program of the RSID subdivision(s) quoted.</u> Contractors interested in submitting price quotes are encouraged to visit the site(s) to obtain and verify their own measurements of lengths, widths, slopes and any other conditions to consider as needed to perform this work. Provided RSID road lengths are approximate only and will not be considered cause for contract rate adjustments.
- Price Quotes shall include all labor, equipment, and tools necessary for the noted service(s)

# YCPW 2026 RSID Snow Plowing Solicitation List *

| Quote List No. | RSID No. | RSID Name | RSID Service Selection | Approximate Rd Lengths - MILES | | RSID Location Clarifications/Notes: |
|---|---|---|---|---|---|---|
| 1 | 651 | Cloverleaf Meadows | 2" | 1.6 | | |
| 2 | 667 | White Tail | 2" | 0.2 | | |
| 3 | 671 | Blue Creek View | 2" | 1.5 | | **ALL Gravel Roads** |
| 4 | 675 | Oak Ridge ***PH 1*** | 2" | 0.6 | | |
| 5 | 688 | Eagle Bend | Will-Call | 4.0 | | **ALL Gravel Roads** |
| 6 | 689 | Saddleback Ridge | 2" | 2.3 | | |
| 7 | 698 | Sierra Estates | *4" Event* | 2.8 | | |
| 8 | 701 | Pheasant Brook | 2" | 2.5 | | |
| 9 | 703 | Beartooth Pointe | 2" | 1.0 | | ***Requires Sanding and/or Ice Treatment*** |
| 10 | 709 | Clarks Fork ***RIVER RANCH*** | 2" | 1.2 | | AKA Clarks Point Drive |
| 11 | 713/715 | Tanglewood | 2" | 3.7 | | ***Combine the 2 RSID Maps*** |
| 12 | 720 | Lone Eagle | 2" | 2.0 | | ***MAY require Sanding and/or Ice Treatment*** |
| 13 | 723 | Clarks Fork ***ESTATES*** | 4" Event | 0.15 | | **ALL Gravel Roads** |
| 14 | 727 | Farnum | 4" Event | 1.1 | | |
| 15 | 728 | Linlee Lakes | 2" | 1.6 | | |
| 16 | 757 | Huntley Estates | Will-Call | 1.3 | | |
| 17 | 761 | Vista Buttes | 2" | 1.2 | | |
| 18 | 769 | Brookwood | 4" Event | 2.7 | | |
| 19 | 773 | West Meadows | 2" | 3.2 | | **PARTIAL Gravel Roads;** ***EXCLUDE So Homewood Park Dr N of Penta Cir; EXCLUDE W Bird Way S of White Pine Cir*** |
| 20 | 776 | Pryor Creek | 2" | 1.7 | | |
| 21 | 779 | Twin Coulee | 4" Event | 1.3 | | AKA Sanctuary Canyon |
| 22 | 786 | Grizzly Creek | 4" Event | 0.5 | | |
| 23 | 803 | Indian Cliffs | 4" Event | 3.5 | | ***INCLUDE Apache Trail from Hwy 3 to beginning of RSID Subdivision roads*** |
| 24 | 806 | River Ranch ***RETREAT*** | 4" Event | 1.5 | | |
| 25 | 820 | Crest View | 2" | 0.2 | | |
| 26 | 850 | Bar 11 | 2" | 4.6 | | ***INCLUDE Hawthorn Ln to 650 S of Bull Park; EXCLUDE Plateau Rd and Muckle Trl beyond 200 ft W of Derby St; Exclude all unfinished roads N & W of Bar 11 & Windy Point intersection; EXCLUDE all unfinished roads S of Windy Point & Bull Park intersection*** |
| 27 | 852 | MacKenzie Meadow | 2" | 2.75 | | ***INCLUDE all of Abby Rd from S 56th St through Subdivision; EXCLUDE Callies St and Kenzie St beyond 200 ft east of Abby Rd*** |
| 28 | 861 | Sundance | 2" | 1.8 | | |
| 29 | 887 | Stone Creek | 4" Event | 1.0 | | |
| 30 | 730 | Emerald Eagle | 2" | 1.4 | | *** Added RSID location 10/20/26** |


GRAND AVE
GRAND AVE
52ND ST W
44TH ST W
RICH LN
CUSTER AVE
CALYPSO ST
52ND ST W
LIAHONA LN
CS 2990
TR 1A
TR 2B
TR 2A
TR 4B
BURLINGTON AVE
48TH STREET WEST SUB
LEWIS AVE
VAN ARSDALE SUB
VAN ARSDALE CIR
JERICHO SUB
JERICHO RD
ALDINGER
LONE OAK DR
DOVETAIL AVE
CEDAR RIDGE CIR
OAK RIDGE ESTATES SUB
675M
MAPLE RIDGE CIR
STONE RIDGE CIR
48TH ST W
WYOMING AVE
CASSITY SUB
BROADWATER AVE
CS 1944
CS 2887
CS 2175
CS 2326
CS 2189
CS 2203
CS 2068M
TR 1E
TR 1A
TR 1B
TR 1C
TR 2
TR 1
TR 1F
PARK
CUSTER AVE
LAVENDER ST
SHINING LIGHT LN
LIGHT STREAM LN
SUNBURST LN
VERDE MEADOWS
VERDE LN
PARK ACCESS
ESTATES SUB
CS 3053
LIAHONA LN
RHUBARB LN
RSID 675
OAK RIDGE ESTATES
Streets
Roads
Public
Private
rsids
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 12/1/2020
YELLOWSTONE COUNTY GIS
N
0.8
0.4
0
0.8 Miles

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2026

**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**
Leavitt Great West Insurance Services, LLC
3067 Cabernet Drive
Suite 3
Helena MT 59601

**CONTACT NAME:** Lyndie Kraft
**PHONE (A/C, No, Ext):** (877) 229-4553 **FAX (A/C, No):** (866) 751-8096
**E-MAIL ADDRESS:** lyndie-kraft@leavitt.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Midwest Family Mutual Insurance Company | 23574 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
John's Home & Yard Service LLC
PO Box 21460
Billings MT 59104

**COVERAGES** **CERTIFICATE NUMBER:** Rvsd Mstr PK **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Explosion Full Time | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Uninsured/Underinsured Motorist B | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | CPMT050449042 | 09/01/2026 | 09/01/2027 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

Certificate Holder is Additional Insured with Waiver of Subrogation on a Primary & Non-Contributory basis in regards to General Liability, Auto Liability, and Work Comp. See MFMBP036 (09-18), MFMCA005 (05-20), and NC300 (04/23) Matt Singer is excluded from Workers Compensation.

**CERTIFICATE HOLDER**
Yellowstone County
PO Box 35024
Billings MT 59107

**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.**

**AUTHORIZED REPRESENTATIVE**
Lyndie Kraft


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# ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Employee Benefits | EBLIA | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Explosion Part Time | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | 1,000 | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Medical payments | MEDPM | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 5,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

OFADTLCV

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO ADVANTAGE ENDORSEMENT**

This endorsement modifies insurance provided under the BUSINESS AUTO COVERAGE FORM – CA 00 01 12 90 – and provides the following coverages:

| Coverage | Limit or Included |
|---|---|
| **Additional Insured By Contract Or Agreement** | **Included** |
| **Airbags Coverage Extension** | **Included** |
| **Employees As Insureds** | **Included** |
| **Employee Hired Autos** | **$65,000** |
| **Glass Breakage (Windshield Repair)** | **Deductible waived** |
| **Hired Auto Physical Damage Coverage** | **$65,000** |
| • **Loss of Use** | **$300 Per Day**<br>**$2100 Maximum** |
| **Limited Fellow Employee Coverage** | **Included** |
| **Limited Loan/Lease Gap Coverage** | **$2,000** |
| **Newly Formed Or Acquired Entities** | **Included** |
| **Rental Reimbursement Coverage** | **45 Days**<br>**$75 Maximum Per Day**<br>**$3,375 Maximum To Any One Covered Auto**<br>**$15,000 Maximum Rental Expenses In Any One Policy Period** |
| **Supplementary Payments – Increased Limits:** | |
| • **Bail Bonds** | **$3,000** |
| • **Loss Of Earnings (Per Day)** | **$1,000** |
| **Towing And Labor** | **$100** |
| **Waiver Of Subrogation By Contract or Agreement** | **Included** |

The provisions of the Business Auto Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Business Auto Coverage Form:

**EMPLOYEE HIRED AUTOS**

**A. Changes in Liability Coverage**
The following is added to the **Who is an Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**B. Changes in General Conditions**
Paragraph **5.b.** of the **Other Insurance** Condition is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**1.** Any covered "auto" you lease, hire, rent or borrow; and

**2.** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**C. Limit of Insurance**
The most we will pay in any one "loss" will be the lesser of:

**(1)** The actual cash value of the damaged or stolen"auto" as of the time of the "loss";

**(2)** The cost to repair or replace the damaged or stolen "auto" as of the time of the "loss";

**(3)** $65,000.

**HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for **Covered Autos Liability Coverage** in the policy, then such **Physical Damage Coverage** that is provided in this policy for your owned "autos" will be extended to certain "autos" you lease, hire, rent or borrow, subject to the following additional provisions:

**1.** This extension for **Hired Auto Physical Damage Coverage** does not apply to:

**a.** Any "auto" you lease, hire, rent or borrow that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;

**b.** Any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households; or

**c.** Any other "auto" you lease, hire, rent, or borrow:

**(1)** For a period of more than 30 days; or

**(2)** With a driver.

2. **Physical Damage Coverage**
The **Physical Damage Coverage** provided will be:
**(a)** With respect to the Other Than Collision coverage;
**(1)** Comprehensive Coverage if any covered "auto" owned by you has this coverage under the policy; or,
**(2)** Specified Causes Of Loss Coverage if, under this policy any covered "auto" owned by you has this coverage and no other covered "auto" owned by you has Comprehensive Coverage; and
**(b)** Collision Coverage if any covered "auto" owned by you has this coverage under this policy.

3. **Limit Of Insurance**
The most we will pay in any one "loss" will be the lesser of:
**a.** The actual cash value of the damaged or stolen "auto" as of the time of the "loss";
**b.** The cost to repair or replace the damaged or stolen "auto" with the other property of like kind and quality; or
**c.** $65,000,
Except that such amount will be reduced by a deductible as determined in paragraph **4.** below.

4. **Deductible**
Our obligation to pay for, repair, return or replace such damaged or stolen covered "auto" will be reduced by a deductible for coverage afforded in **2.(a)** and **2.(b)** above equal to the amount of the largest deductible applicable for that coverage to any covered "auto" owned by you. However, no deductible will apply to "loss" caused by fire or lightning.

5. **Loss Of Use**
For any "auto" which is a covered "auto" under this extension **Hired Auto Physical Damage Coverage,** and subject to the coverages provided under paragraph **2. Physical Damage Coverage** above, we will also pay expenses for loss of use of such "auto", subject to the following additional provisions:
**a.** Such "auto": is leased or rented under a written rental contract or agreement;
**b.** Such loss of use is a direct consequence of a "loss" covered under this extension **Hired Auto Physical Damage Coverage:**
**(1)** For which an "insured" is legally responsible; and
**(2)** As a result of which the leasing or rental entity sustains a monetary loss;
**c.** The most we will pay for any expenses for loss of use is $300 per day, subject to a maximum of $2,100.

6. **Other Insurance**
Coverage under this extension **Hired Auto Physical Damage Coverage** will be excess over any other valid and collectible insurance available to the "insured".

**ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**

1. **SECTION II – LIABILITY COVERAGE A. 1. WHO IS AN INSURED** is changed to add as an additional insured any person or organization when you and such person or organization have agreed in writing

in a contract or agreement that such person or organization can be added as an additional insured on your policy, subject to the following additional provisions.

**a.** Such person or organization is an additional insured only with respect to their vicarious legal responsibility for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto", and then only to the extent of that liability.

**b.** Such person or organization is not an additional insured for any covered "auto" owned by, hired from, or borrowed from such person or organization or a member of such person's household.

**c.** Such written contract or agreement must be executed prior to, and be in effect at the time of, the "bodily injury" or "property damage".

**d.** Paragraph **F.** "Insured Contract" contained in **SECTION V – DEFINITIONS** is changed to add sub-paragraph **d.** to the end of that definition, as follows:
An "Insured Contract" does not include that part of any contract or agreement:
**d.** That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other that the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto".

**2.** None of the following shall be an additional insured under this endorsement:
**a.** Any motor carrier for hire or his or her "employees"; or
**b.** Any rail, water or air carrier or their "employees"
for any covered "auto".

**3.** Paragraph **A. 1. WHO IS AN INSURED** paragraph **c.** is deleted and replaced with the following provisions:
**c.** The additional insured is not required to pay any premiums stated in the policy or earned from the policy. Any return premium shall be payable to you.
**d.** You are authorized to act for the additional insured in all matters pertaining to this insurance.
**e.** the additional insured will retain any right of recovery as a claimant under this policy.

**EMPLOYEES AS INSUREDS**

**SECTION II – LIABILITY COVERAGE – A. 1. WHO IS AN INSURED** is changed to the following provision.

Any "employee" of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision **Employees As Insureds,** does not apply if separate Employees As Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

**NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

The Named Insured shown in the Business Auto Declarations is amended to include any organization you newly form or acquire, other than:

**(i)** A partnership, joint venture, or limited liability company; or

**(ii)** An organization excluded by the provisions of this policy or by endorsement,

and over which you maintain ownership or majority interest of more than 50%, subject to the following additional provisions:

**1.** This insurance does not apply to any newly formed or acquired organization that is an "insured" under such policy but for its termination or the exhaustion of its Limits of Insurance.

**2.** Coverage under this provision does not apply to injury, damage, expense, or "loss" that occurred before you formed or acquired the organization.

**3.** Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, or the end of the policy period, whichever is earlier.

**SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

The following changes are made to **SECTION II – LIABILITY COVERAGE – A. 2. COVERAGE EXTENSIONS:**

**1.** The limit shown in Subparagraph **(2)** for the cost of bail bonds is changed from $250 to $3,000.

**2.** The limit shown in Subparagraph **(4)** for all reasonable expenses incurred at our request, including actual loss of earnings because of time off work, is changed from $100 to $1,000 per day.

**LIMITED FELLOW EMPLOYEE COVERAGE**

**SECTION II – LIABILITY COVERAGE – B. EXCLUSIONS 5. FELLOW EMPLOYEE** is replaced by the following:

**a.** "Bodily injury" to any fellow "employee" of the "insured" arising out of an in the course of the fellow "employees" employment or while performing duties related to the conduct of your business; or

**b.** the spouse, child, parent, brother or sister of the fellow "employee" as a consequence of Paragraph **a.** above.

However, this exclusion does not apply to liability incurred by your employees that are "executive officers".

Such coverage is excess over any other collectible insurance, and Paragraph **5. OTHER INSURANCE** of **B. GENERAL CONDITIONS** under **SECTION IV – BUSINESS AUTO CONDITIONS** is changed accordingly.

Any insurance provided by this provision **Limited fellow Employee Coverage** does not apply if separate fellow Employee Coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made part of this policy.

As used in this provision "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

**TOWING AND LABOR COVERAGE**

Paragraph **2. Towing** under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

With respect to any "private passenger auto" or "light truck" you own that is provided both Comprehensive Coverage and Collision Coverage in this policy, we will pay up to $100 for towing and labor costs incurred each time such "private passenger auto" or "light truck" is disabled, subject to the following additional provisions:

1. The labor must be performed at the place of disablement;
2. This coverage does not apply to stolen "autos".
3. As used with this coverage:
   a. "Private passenger auto" means a four wheel auto of the private passenger or station wagon type; and
   b. "Light truck" means a pick up or panel truck, sport utility vehicle or similar "auto", with a Gross Vehicle Weight (GVW) of 11,000 pounds or less.
   Gross Vehicle Weight (GVW) is the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

**GLASS BREAKAGE (WINDSHIELD REPAIR)**

Paragraph **3.** Glass Breakage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A –** the following is added:

**d.**If your windshield sustains damage resulting in a crack or chip that is deemed repairable and the repairs are completed, we will agree to waive your deductible.

**RENTAL REIMBURSEMENT COVERAGE**

Paragraph **4.** Coverage Extension under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to a covered "auto" you own, subject to the following additional provisions:

1. As used in the Rental Reimbursement Coverage provision, "auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads. However, "auto" does not include:
   a. "Mobile equipment", or
   b. Any other land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law where it is licensed or principally garaged.
2. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
3. No deductible applies to the coverage.
4. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
   a. The number of days reasonably required to repair or replace the covered "auto", or
   b. 45 days
5. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.

**b.** The maximum rental expenses shown below:
**(1)** $75 any one day;
**(2)** $3,375 because of "loss" to any one covered "auto".

**6.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**7.** The insurance afforded for **Rental Reimbursement Coverage** in this extension does not apply if separate Rental Reimbursement Coverage is issued by us as an endorsement and made part of this policy.

**AIRBAGS COVERAGE EXTENSIONS**

Paragraph **2. b.** contained in **SECTION III – PHYSICAL DAMAGE COVERAGE – B. EXCLUSIONS –** does not apply to the unintended discharge of an airbag. However, coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

**LIMITED LOAN/LEASE GAP COVERAGE**

The following is an added coverage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE:**

In the event of a covered total "loss" to a covered "auto" which is either owned by you or is long-term leased by you for a period of 12 consecutive months or longer, we will pay any unpaid amount due on your loan or lease for such covered "auto", subject to the following additional provisions:

**1.** We will only pay the lesser of:
**a.** The sum of such unpaid amount, less
**(1)** The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and
**(2)** Any:
**(a)** Overdue loan/lease payments at the time of the "loss",
**(b)** Financial penalties imposed under a lease or excessive use, abnormal wear and tear or high mileage;
**(c)** Security deposits not returned by the lessor;
**(d)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
**(e)** Carry-over balances from previous loans or leases; or
**b.** $2,000.

**2.** This extension does not apply to any "auto" that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

**WAIVER OF SUBRO BY CONTRACT OR AGREEMENT**

The following is added to Paragraph **A. 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** contained in **SECTION IV – BUSINESS AUTO CONDITIONS:**

Notwithstanding anything to the contrary in the previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for 'bodily injury", "property damage" or "loss" arising out of the operation, maintenance, use,

loading or unloading of a covered "auto" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:
   a. Made prior to the covered injury or damage; and
   b. In effect at the time of the covered injury or damage; and
2. The injury or damage arises out of the operations contemplated by such written contract or agreement.

This waiver applies on to such person or organization designated in such written contract or agreement.

**ADDITIONAL DEFINITIONS**

As used with this endorsement the following Definitions are added:

**"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

**"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**"Temporary worker"** means a person who is furnished to you as a substitute for a permanent "employee" on leave or to meet seasonal or short term workload conditions.

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 2 | LEASED/RENTED EQUIP. | RDO Equipment Co<br>5221 Midland Road<br>Billings, MT 59101 | Unit 1 |
| Loss Payee | | | |
| 3 | LEASED/RENTED EQUIP | US Bank Equipment Finance<br>1310 Madrid Street<br>Marshall, MN 56258 | Unit 1 |
| Mortgagee | | | |
| 1 | | FIRST INTERSTATE BANK<br>INSURANCE SERVICE CENTER<br>PO BOX 863329<br>Plano, TX 75086 | Unit 2 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

### FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML3 | 04-05 | Amendatory Endorsement #3 | | | | $500.00 |
| 000-ART | 07-15 | Artisan Contractor Forms | ALL | | | |
| BOP P 02 | 01-21 | Policyholder Notice | ALL MT | | | |
| BP0417 | 01-10 | Employment-Related Practices Exclusion | ALL MT | | | |
| BP0418 | 06-89 | Amendment-Liquor Liability Exclusion | ALL MT | | | |
| BP0517 | 01-06 | Exclusion - Silica or Silica-Related Dust | ALL | | | |
| BP1408 | 01-10 | Excl - Exterior Insulation and Finish Systems | ALL | | | |
| BP 00 03 | 05-22 | Montana Businessowners Coverage Form | ALL MT | | | |
| BP 02 01 | 01-10 | Montana Changes | ALL MT | | | |
| BP 05 01 | 07-02 | Calculation of Premium | ALL | | | |
| BP 05 15 | 12-20 | Disclosure Pursuant to TRIA | ALL | | | |
| BP 05 23 | 01-15 | Cap Losses from Certified Acts of Terrorism | ALL | | | |
| BP 05 77 | 01-06 | Fungi or Bacteria Exclusion (Liability) | ALL MT | | | |
| BP 14 86 | 07-13 | Communicable Disease Exclusion | ALL MT | | | |
| BP 15 04 | 12-23 | Excl - Access/Disclosure of Confidential Info | ALL MT | | | |
| BP 15 60 | 02-21 | Cyber Incident Exclusion | ALL | | | |
| BP 15 91 | 12-23 | Exclusion - PFAS | ALL | | | |
| BP0526M | 01-16 | Excl of Certified Acts of | ALL MT | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Terrorism Inv N/B/C | | | | |
| MFM 001 | 05-25 | Policyholder Notice | ALL | | | |
| MFM 001A | 03-20 | Midwest Family Mutual Service Fee Schedule | ALL | | | |
| MFMAC017 | 03-16 | Limited Exclusion - Wrap-Up Insurance Program | ALL | | | |
| MFMBP037 | 07-19 | Medical Expense at Your Request End | ALL MT | | | |
| MFMBP038 | 12-22 | Wind/Hail Loss Settlement Provisions | ALL MT | | | |
| MFMBP041 | 04-23 | War and Cyber War Exclusion | ALL MT | | | |
| MFMBP043 | 02-25 | Exclusion - PFAS Policyholders Notice | ALL | | | |
| MFMBP-02 | 09-15 | Asbestos Exclusion | ALL | | | |
| MWILP001 | 01-04 | US Treasury Dept OFAC Advisory Notice | ALL | | | |
| PRIV NTC | 12-22 | Privacy Policy Notice | ALL | | | |
| ART-0007 | 02-22 | Work Performed Exclusion | ALL | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-1 | | | |
| BP0498 | 01-10 | Employee Benefits Liability | ALL | | $1,000,000 | $425.00 |
| | | Employee Benefits Liability | | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 1-1 | | | |
| IH 68 04 | 05-17 | Boom Limitation | ALL | | | |
| MFMAC015 | 01-15 | Contractors Installation Coverage | 1-1 | 500 | | $469.00 |
| | | Max Limit per Location: 50000<br>Max Limit in Transit: 50000<br>Max Limit all Locations: 150000 | | | | |
| MFMAC016 | 01-16 | Contractors Tools and Equipment Coverage | ALL | | | |
| MFMAC021 | 02-25 | Incorp of Apps, Supporting Docs, and Represen | ALL MT | | | |
| MFMBP006 | 01-16 | Limited Pollution Cov-Work Sites | ALL | | | $750.00 |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 1-1 | | | |
| MFMBP036 | 09-18 | Ultimate Liability Advantage Endorsement | 1-1 | | | |
| MFMIL005 | 09-15 | Business Income/Extra Expense Limit | ALL | | | |
| IR 08 84 | 03-18 | Commercial (BOP/Garage) Identity Recovery Cov | ALL | $500 | 25,000 | $27.00 |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-2 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-2 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof | 1-2 | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Surfacing | | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-2 | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 2-1 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 2-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 2-1 | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 2-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 2-1 | | | |
| MFMBP040 | 05-23 | Roof Exclusion | 2-1 | | | |

| Veh | Address | City | State | Terr |
|---|---|---|---|---|
| 70 | 621 Charles Street | Billings | MT | 107 |
| 71 | 621 Charles Street | Billings | MT | 107 |
| 72 | 621 Charles Street | Billings | MT | 107 |
| 73 | 621 Charles Street | Billings | MT | 107 |
| 74 | 621 Charles Street | Billings | MT | 107 |
| 75 | 621 Charles Street | Billings | MT | 107 |
| 76 | 621 Charles Street | Billings | MT | 107 |
| 77 | 621 Charles Street | Billings | MT | 107 |
| 78 | 621 Charles Street | Billings | MT | 107 |

## Special Interest

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 1 | 2018 Ford F350 #2647 | Ford Motor Credit<br>PO Box 30201<br>College Station, TX 77842 | Unit 68 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML2 | 04-05 | Amendatory Endorsement #2 | | | | |
| 000-AUT | 07-15 | Commercial Auto Forms | | | | |
| CA0001 | 05-22 | Business Auto Coverage Form | ALL MT | | | |
| CA9944 | 12-90 | Loss Payable Clause | ALL | | | |
| CA 01 68 | 03-06 | Montana Garage Liability Changes | ALL MT | | | |
| CA 01 72 | 04-01 | Montana Changes-Medical Payments Coverage | ALL MT | | | |
| CA 02 20 | 10-03 | Montana Changes-Cancellation Non-Renewal | ALL MT | | | |
| CA 99 03 | 03-06 | Auto Medical Payments Coverage | ALL MT | | | |
| CA-23-85 | 01-06 | Exclusion of Terrorism Involving N/B/C | ALL MT | | | |
| IL0003 | 06-89 | Calculation of Premium | ALL | | | |
| IL0017 | 11-85 | Common Policy Conditions | ALL MT | | | |
| IL 00 21 | 09-08 | Nuclear Energy Liability Excl Endt-Broad Form | ALL MT | | | |
| IL 01 67 | 09-08 | Montana Changes-Conformity with Statutes | ALL MT | | | |
| IL 01 80 | 09-07 | MT Changes-Concealment, misrepresentation fra | ALL MT | | | |
| MFMCA005 | 05-20 | Business Auto Advantage Endorsement | ALL | | | $4,982.00 |
| | | 47 - Number of Vehicles | | | | |
| CA 20 54 | 10-01 | Employee Hired Auto | | | | |
| CA 99 33 | 10-13 | Employees as Insureds | | | | |
| CA 31 35 | 12-07 | MT Uninsured Motorists Coverage-Non-Stacked | | | | |
| CA 31 33 | 12-07 | MT Underinsured Motorists | | | | |

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Cov.Non-Stacked | | | | |

MFM ML3 04-05

## Amendatory Endorsement #3

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560139501

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ARTISAN CONTRACTOR COVERAGE FORM

SNOW PLOW PRODUCTS - COMPLETED OPERATIONS HAZARD COVERAGE

The following exception is added to Exclusion B/1.g Aircraft, Auto, or Watercraft in Section II - Liability:

This exclusion does not apply to "bodily injury" or "property damage" that:

(a) Is included in the "products-completed operations hazard", and
(b) Arises out of the use of any "auto" for snow or ice removal operations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

# ULTIMATE LIABILITY ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the BUSINESSOWNERS COVERAGE FORM and provides the following coverages:

| Coverage | Limits |
|---|---|
| **Bail Bonds** | **$5,000** |
| **Loss of Earnings** | **$1,000** |
| **Automatic Liability Coverage – Newly Acquired or Constructed Property** | **120 Days – Period of Coverage** |
| **Damage to Property- Borrowed Equipment** | **$5,000** |
| **Blanket Additional Insured – Primary & Non Contributory – Ongoing and Completed Operations** | **Included if required by Written Contract or Written Agreement** |
| **Damage to Premises Rented to You** | **$300,000** |
| **Contractual Liability – Railroad** | **Included in General Liability Limit** |
| **Blanket Waiver of Subrogation** | **Included if required by Written Agreement** |

The provisions of the Businessowners Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Businessowners Coverage Form:

**Bail Bonds, Loss of Earnings and Automatic Liability Coverage – Newly Acquired or Constructed Property**

**SECTION II – LIABILITY – A. Coverages – 1. Business Liability**
**f. Coverage Extension – Supplementary Payments** – The following is changed:
**(b)** Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for 'bodily injury" applies. We do not have to furnish these bonds. And;
**(d)** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

The following **Coverage Extension** is added:
**(3)** For any newly acquired or constructed property that is intended for the similar use and operation as described in the Declarations we will extend Liability coverage. That coverage will end when any of the following first occurs:
**(a)** This policy expires; or
**(b)** 120 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property.
We will charge you additional premium for the liability from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.
**Damage to Property – Borrowed Equipment**

The following change is made to **B. Exclusions – 1. Applicable To Business Liability Coverage**
**k. Damage To Property** – the following is added to **(4)**
This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $5,000 per occurrence.

**Blanket Additional Insured – Primary and Non Contributory – Ongoing and Completed Operations**

The following is added to **C. Who Is An Insured**
**3.** The following are also an insured.
**A.** Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or a written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
**1** Your acts or omissions;
**2** The acts or omissions of those acting on your behalf, and resulting from;

**(a)** Your ongoing operations performed for the additional insured;
**(b)** Your work completed as included in the "products completed operations hazard" performed for the additional insured.
**B.** However, regarding provision **A.** above:
**1.** We will not extend insurance coverage to any additional insured or organization:
**(a)** That is not provided to you in this policy; or
**(b)** That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement.
**C.** The insurance provided to the additional insured person or organization does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of your rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
**1.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change of orders or drawings and specifications; and
**2.** Supervisory inspection, architectural or engineering activities.
**D.** For the coverage here:
**1.** The insurance is primary with respects to our coverage for the additional insured person or organization where the written contract or written agreement requires this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
**2.** This insurance is excess over any other insurance, whether primary, excess, contingent or any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same occurrence, claim or suit. This provision does not apply to any policy which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**Damage to Premises Rented To You**

The following change is made to **D. Liability And Medical Expenses Limits Of Insurance** – paragraph **3.** Is deleted and replaced with the following:
**3.** The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is $300,000. This limit replaces the limit shown in the Declarations for Damage to Premises Rented to You.

**Contractual Liability – Railroad**

The following change is made to **F. Liability And Medical Expenses Definitions** – **9.** "Insured contract" is changed to include contractual liability – railroads. The definition of "insured contract" is replaced with the following:
**9.** "Insured contract" means:
**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owners is not an "insured contract";
**b.** A sidetrack agreement;
**c.** Any easement or license agreement;

**d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
**e.** An elevator maintenance agreement;
**f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph **f.** does not include that part of any contract or agreement:

- **(1)** That indemnified an architect, engineer or surveyor for injury or damage arising out of:
  - **a.** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **b.** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- **(2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

**Blanket Waiver of Subrogation**

**SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)** The following change is made to **K. Transfer Of Rights Of recovery Against Others To Us –** paragraph **2.** Is deleted and replaced with the following:
**2.** Applicable to Businessowners Liability Coverage:
If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

We waive any Right of Recovery we may have against any additional insured as required in a written agreement because of payments we make for injury or damage arising out of your ongoing operations or your work done under contract with that person or organization.

MFM ML1 04-05

## Amendatory Endorsement #1

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
NAME INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560146256
LINE OF BUSINESS: WORKER¿S COMPENSATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

BLANKET WAIVER OF SUBROGATION COVERAGE APPLIES

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS.

WE HAVE THE RIGHT TO RECOVER OUR PAYMENT FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT.

# YELLOWSTONE COUNTY
# INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and **John's Home and Yard Service Inc.**, herein referred to as "CONTRACTOR", whose address is **P.O. Box 21460, Billings, MT 59104.**

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as

**Work generally described as Snow Plowing within RSID 701 – Pheasant Brook Subdivision and additional services or conditions per attached scope of work & quotation - Exhibit A.**

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:
CONTRACT shall be in effect from **November 1, 2026 to April 30, 2027**. If mutually agreed by both parties, the contract may be extended twice for a term of one (1) year per extension.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of **$ 850.00 per plowing event, $ 150.00 per hour for other services, and Unit Rates for other conditions as described in Exhibit A.** CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's quote dated **October 22, 2026**
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A – Contract Scope of Work & Specifications, Quote Solicitation List, and RSID Location & Boundary Map attached hereto**

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

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

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

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

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

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid

wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

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

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

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

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

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

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

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

RSID 701

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 November 1, 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
John's Home and Yard Service
Billings, MT 59104

Signature

General Manager
Title

# Yellowstone County RSID Snow Plowing Quote Sheet

**Please fill out and return a worksheet for each RSID Subdivision you elect to quote**

**COMPANY NAME: _____John's Home and Yard Service**

**RSID Name and Number: _____Pheasant Brook 701_____**

**RSID Event Committee Selection (Note 2" or 4" or Will-Call): ____2"_____**

## BASE QUOTE RATES

**Base Quote (Lump Sum) Per Plowing Event (as per specific RSID Committee selection)**

**$ _____$850_____/EACH (N/A if Will-Call Service Selection)**

**Additive Quote (Unit Price) Per Hour of Plowing Service / Will-Call Rate**

**$ ___$150_____/HR Minimum Hourly Rate (Flat Fee or Min Hrs) $ __$300_____/LS or _____ HRS**

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**MAILING ADDRESS: _____P.O. Box 21460_____**

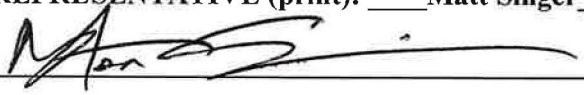
**CITY, STATE, ZIP CODE: ____Billings, MT 59104_____**

**TELEPHONE NUMBER: ____406-652-8985_____**

**EMAIL ADRESS: _____msinger@jhys.com_____**

**MONTANA CONTRACTORS' LICENSE No. (if applicable): ____CCP-CCL-LIC-0148698_**

**AUTHORIZED REPRESENTATIVE (print): ____Matt Singer_____**

**SIGNATURE:** 

**DATE: _____10/22/2026_____**

---

I acknowledge receiving the following addenda (if applicable).

No. 1_____ No. 2 _____ (Initial)

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**ADDITIONAL SERVICES OFFERED/CONDITIONS –**

**Sanding Material Treatment / Ice-Melt Treatment: YES __X____NO _____**

**$ Fee Amount/Rates (if offered / provide clarifications):**

**_____$350 Per Load of Sand (1 ton of sand)_____**

**Holiday Service Restrictions: YES _X____NO _____**

**Note Restricted Service Days (if any)**

**Christmas**

**$ Holiday Fee Premium Amount / Rate (if any / provide clarifications):**

**___None_____**

**Multi-Year / Season Contract Offer (1 season term extension): YES ___X___NO _____**

**Note – If offered by Contractor, this option may be selected to reduce contracting administrative processes of the RSID, Yellowstone County and Contractor. If offered by Contractor, provide an extended contract Rate/Fee (e.g. $ fixed amount or % increase) adjustment (if any) to be applied for the succeeding year/season.**

**5% increase in prices for each subsequent year.**

**Any Other Conditions / Notations of Service Offerings:**

# EXHIBIT A

## Yellowstone County RSID Subdivision Snow Plowing
## Scope of Work & Specifications

- Provide Snow Plowing Lump Sum Rate "Per Event" Depth (2" or 4" inch) as selected by each RSID Committee (N/A if Committee Selects "Will-Call" Service)
    - Quote a Fixed Lump Sum Rate per Service of all streets and cul-de-sacs within the RSID mapped area
    - Quote Rate to include Automatic Service that is to occur once the designated depth threshold has been achieved and/or is anticipated (unless Will-Call Service)
    - RSID Ad-Hoc Committees may request snow plowing if less than the designated threshold has accumulated, but the committee must initiate this request directly with the Contractor
- Provide Snow Plowing Rate per Hour for Will-Call or other service call outs by the RSID Ad-Hoc Committees
    - Quote a Fixed Rate per Hour: Examples of call-out services
        - Will-Call Contract Service (Base Contract established at Hourly Rate only)
        - Drift Plowing / Slush Plowing
        - Partial / Other Plowing - TBD
- Provide Rate Quotes for Other Offered Winter Services
    - Sanding Treatment Rate
    - Ice-Melt Treatment Rate
    - Other Services (if any)
    - Application / Usage to be at request of and locations coordinated directly by RSID committee
- Provide Service Limitation Notations / Special Fees
    - Holiday Premium Days / Rates (if any)
    - Holiday Service Restrictions / Non-Service Days (if any)
    - Other Restrictions / Fees (if any)
- Guidelines for all Subdivision Plowing
    - Plowing to include all streets and cul-de-sacs
    - Punctual plowing performance is expected per event
    - Driveways and Mailboxes are not to be plowed in with windrow stockpiles
    - Landscaping / Signage / Mailbox / Other Property Damage that occurs beyond the edge of roadway is to be repaired or replaced at Contractors Expense and coordinated with Property Owner(s) and is considered incidental to Contract Rates.
    - Coordinate with RSID Ad-Hoc Committee and Property Owners as necessary
- NOTE: <u>All road alignments colored dark green (designated as Public Roads) AND WITHIN THE BOUNDARIES of the mapped subdivisions are to be considered a road surface to be plowed and subject to receive service via the RSID program of the RSID subdivision(s) quoted.</u> Contractors interested in submitting price quotes are encouraged to visit the site(s) to obtain and verify their own measurements of lengths, widths, slopes and any other conditions to consider as needed to perform this work. Provided RSID road lengths are approximate only and will not be considered cause for contract rate adjustments.
- Price Quotes shall include all labor, equipment, and tools necessary for the noted service(s)

# YCPW 2026 RSID Snow Plowing Solicitation List *

| Quote List No. | RSID No. | RSID Name | RSID Service Selection | Approximate Rd Lengths - MILES | | RSID Location Clarifications/Notes: |
|---|---|---|---|---|---|---|
| 1 | 651 | Cloverleaf Meadows | 2" | 1.6 | | |
| 2 | 667 | White Tail | 2" | 0.2 | | |
| 3 | 671 | Blue Creek View | 2" | 1.5 | | **ALL Gravel Roads** |
| 4 | 675 | Oak Ridge ***PH 1*** | 2" | 0.6 | | |
| 5 | 688 | Eagle Bend | Will-Call | 4.0 | | **ALL Gravel Roads** |
| 6 | 689 | Saddleback Ridge | 2" | 2.3 | | |
| 7 | 698 | Sierra Estates | *4" Event* | 2.8 | | |
| 8 | 701 | Pheasant Brook | 2" | 2.5 | | |
| 9 | 703 | Beartooth Pointe | 2" | 1.0 | | ***Requires Sanding and/or Ice Treatment*** |
| 10 | 709 | Clarks Fork ***RIVER RANCH*** | 2" | 1.2 | | AKA Clarks Point Drive |
| 11 | 713/715 | Tanglewood | 2" | 3.7 | | ***Combine the 2 RSID Maps*** |
| 12 | 720 | Lone Eagle | 2" | 2.0 | | ***MAY require Sanding and/or Ice Treatment*** |
| 13 | 723 | Clarks Fork ***ESTATES*** | 4" Event | 0.15 | | **ALL Gravel Roads** |
| 14 | 727 | Farnum | 4" Event | 1.1 | | |
| 15 | 728 | Linlee Lakes | 2" | 1.6 | | |
| 16 | 757 | Huntley Estates | Will-Call | 1.3 | | |
| 17 | 761 | Vista Buttes | 2" | 1.2 | | |
| 18 | 769 | Brookwood | 4" Event | 2.7 | | |
| 19 | 773 | West Meadows | 2" | 3.2 | | **PARTIAL Gravel Roads;** ***EXCLUDE So Homewood Park Dr N of Penta Cir; EXCLUDE W Bird Way S of White Pine Cir*** |
| 20 | 776 | Pryor Creek | 2" | 1.7 | | |
| 21 | 779 | Twin Coulee | 4" Event | 1.3 | | AKA Sanctuary Canyon |
| 22 | 786 | Grizzly Creek | 4" Event | 0.5 | | |
| 23 | 803 | Indian Cliffs | 4" Event | 3.5 | | ***INCLUDE Apache Trail from Hwy 3 to beginning of RSID Subdivision roads*** |
| 24 | 806 | River Ranch ***RETREAT*** | 4" Event | 1.5 | | |
| 25 | 820 | Crest View | 2" | 0.2 | | |
| 26 | 850 | Bar 11 | 2" | 4.6 | | ***INCLUDE Hawthorn Ln to 650 S of Bull Park; EXCLUDE Plateau Rd and Muckle Trl beyond 200 ft W of Derby St; Exclude all unfinished roads N & W of Bar 11 & Windy Point intersection; EXCLUDE all unfinished roads S of Windy Point & Bull Park intersection*** |
| 27 | 852 | MacKenzie Meadow | 2" | 2.75 | | ***INCLUDE all of Abby Rd from S 56th St through Subdivision; EXCLUDE Callies St and Kenzie St beyond 200 ft east of Abby Rd*** |
| 28 | 861 | Sundance | 2" | 1.8 | | |
| 29 | 887 | Stone Creek | 4" Event | 1.0 | | |
| 30 | 730 | Emerald Eagle | 2" | 1.4 | | *** Added RSID location 10/20/26** |


LAUREL AIRPORT RD
LAUREL AIRPORT RD
SEITZ RONAN RD
PINYON DR
701M
759M
769X
769XX
804M
742M
682M
663M
694M
TR 8-B-2
LAUREL AIRPORT RD
CS 3148
TR 1
MEADOW ROSE CIR
PRAIRIE ROSE CIR
PARK
PHEASANT
BLUE SAGE DR
SCARLET SAGE LN
YARD OFFICE RD
MORNING DOVE DR
BROOK
SUB
701M
QUAIL RUN DR
PHEASANT BROOK DR
PHEASANT BROOK CIR
WILD LUPINE LN
BROOKWAY DR
1
2
3
4
5
6
7
RSID 701
PHEASANT BROOK SUBDIVISION
Streets Parks Weeds
Roads
Public
Private
rsids
N
0.8
0.4
0
0.8 Miles
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 12/1/2020
YELLOWSTONE COUNTY GIS
DOWNY RD
HAWKINSON PARK
WISAMSHORN DR

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2026

**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**
Leavitt Great West Insurance Services, LLC
3067 Cabernet Drive
Suite 3
Helena MT 59601

**CONTACT NAME:** Lyndie Kraft
**PHONE (A/C, No, Ext):** (877) 229-4553 **FAX (A/C, No):** (866) 751-8096
**E-MAIL ADDRESS:** lyndie-kraft@leavitt.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Midwest Family Mutual Insurance Company | 23574 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
John's Home & Yard Service LLC
PO Box 21460
Billings MT 59104

**COVERAGES** **CERTIFICATE NUMBER:** Rvsd Mstr PK **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Explosion Full Time | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Uninsured/Underinsured Motorist B | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | CPMT050449042 | 09/01/2026 | 09/01/2027 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

Certificate Holder is Additional Insured with Waiver of Subrogation on a Primary & Non-Contributory basis in regards to General Liability, Auto Liability, and Work Comp. See MFMBP036 (09-18), MFMCA005 (05-20), and NC300 (04/23) Matt Singer is excluded from Workers Compensation.

**CERTIFICATE HOLDER**
Yellowstone County
PO Box 35024
Billings MT 59107

**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.**

**AUTHORIZED REPRESENTATIVE**
Lyndie Kraft


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**The ACORD name and logo are registered marks of ACORD**

# ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Employee Benefits | EBLIA | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Explosion Part Time | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | 1,000 | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Medical payments | MEDPM | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 5,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

OFADTLCV

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO ADVANTAGE ENDORSEMENT**

This endorsement modifies insurance provided under the BUSINESS AUTO COVERAGE FORM – CA 00 01 12 90 – and provides the following coverages:

| Coverage | Limit or Included |
|---|---|
| **Additional Insured By Contract Or Agreement** | **Included** |
| **Airbags Coverage Extension** | **Included** |
| **Employees As Insureds** | **Included** |
| **Employee Hired Autos** | **$65,000** |
| **Glass Breakage (Windshield Repair)** | **Deductible waived** |
| **Hired Auto Physical Damage Coverage** | **$65,000** |
| • **Loss of Use** | **$300 Per Day**<br>**$2100 Maximum** |
| **Limited Fellow Employee Coverage** | **Included** |
| **Limited Loan/Lease Gap Coverage** | **$2,000** |
| **Newly Formed Or Acquired Entities** | **Included** |
| **Rental Reimbursement Coverage** | **45 Days**<br>**$75 Maximum Per Day**<br>**$3,375 Maximum To Any One Covered Auto**<br>**$15,000 Maximum Rental Expenses In Any One Policy Period** |
| **Supplementary Payments – Increased Limits:** | |
| • **Bail Bonds** | **$3,000** |
| • **Loss Of Earnings (Per Day)** | **$1,000** |
| **Towing And Labor** | **$100** |
| **Waiver Of Subrogation By Contract or Agreement** | **Included** |

The provisions of the Business Auto Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Business Auto Coverage Form:

**EMPLOYEE HIRED AUTOS**

**A. Changes in Liability Coverage**
The following is added to the **Who is an Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**B. Changes in General Conditions**
Paragraph **5.b.** of the **Other Insurance** Condition is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**1.** Any covered "auto" you lease, hire, rent or borrow; and

**2.** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**C. Limit of Insurance**
The most we will pay in any one "loss" will be the lesser of:

**(1)** The actual cash value of the damaged or stolen"auto" as of the time of the "loss";

**(2)** The cost to repair or replace the damaged or stolen "auto" as of the time of the "loss";

**(3)** $65,000.

**HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for **Covered Autos Liability Coverage** in the policy, then such **Physical Damage Coverage** that is provided in this policy for your owned "autos" will be extended to certain "autos" you lease, hire, rent or borrow, subject to the following additional provisions:

**1.** This extension for **Hired Auto Physical Damage Coverage** does not apply to:

**a.** Any "auto" you lease, hire, rent or borrow that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;

**b.** Any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households; or

**c.** Any other "auto" you lease, hire, rent, or borrow:

**(1)** For a period of more than 30 days; or

**(2)** With a driver.

2. **Physical Damage Coverage**
The **Physical Damage Coverage** provided will be:
**(a)** With respect to the Other Than Collision coverage;
**(1)** Comprehensive Coverage if any covered "auto" owned by you has this coverage under the policy; or,
**(2)** Specified Causes Of Loss Coverage if, under this policy any covered "auto" owned by you has this coverage and no other covered "auto" owned by you has Comprehensive Coverage; and
**(b)** Collision Coverage if any covered "auto" owned by you has this coverage under this policy.

3. **Limit Of Insurance**
The most we will pay in any one "loss" will be the lesser of:
**a.** The actual cash value of the damaged or stolen "auto" as of the time of the "loss";
**b.** The cost to repair or replace the damaged or stolen "auto" with the other property of like kind and quality; or
**c.** $65,000,
Except that such amount will be reduced by a deductible as determined in paragraph **4.** below.

4. **Deductible**
Our obligation to pay for, repair, return or replace such damaged or stolen covered "auto" will be reduced by a deductible for coverage afforded in **2.(a)** and **2.(b)** above equal to the amount of the largest deductible applicable for that coverage to any covered "auto" owned by you. However, no deductible will apply to "loss" caused by fire or lightning.

5. **Loss Of Use**
For any "auto" which is a covered "auto" under this extension **Hired Auto Physical Damage Coverage,** and subject to the coverages provided under paragraph **2. Physical Damage Coverage** above, we will also pay expenses for loss of use of such "auto", subject to the following additional provisions:
**a.** Such "auto": is leased or rented under a written rental contract or agreement;
**b.** Such loss of use is a direct consequence of a "loss" covered under this extension **Hired Auto Physical Damage Coverage:**
**(1)** For which an "insured" is legally responsible; and
**(2)** As a result of which the leasing or rental entity sustains a monetary loss;
**c.** The most we will pay for any expenses for loss of use is $300 per day, subject to a maximum of $2,100.

6. **Other Insurance**
Coverage under this extension **Hired Auto Physical Damage Coverage** will be excess over any other valid and collectible insurance available to the "insured".

**ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**

1. **SECTION II – LIABILITY COVERAGE A. 1. WHO IS AN INSURED** is changed to add as an additional insured any person or organization when you and such person or organization have agreed in writing

in a contract or agreement that such person or organization can be added as an additional insured on your policy, subject to the following additional provisions.

**a.** Such person or organization is an additional insured only with respect to their vicarious legal responsibility for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto", and then only to the extent of that liability.

**b.** Such person or organization is not an additional insured for any covered "auto" owned by, hired from, or borrowed from such person or organization or a member of such person's household.

**c.** Such written contract or agreement must be executed prior to, and be in effect at the time of, the "bodily injury" or "property damage".

**d.** Paragraph **F.** "Insured Contract" contained in **SECTION V – DEFINITIONS** is changed to add sub-paragraph **d.** to the end of that definition, as follows:
An "Insured Contract" does not include that part of any contract or agreement:
**d.** That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other that the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto".

**2.** None of the following shall be an additional insured under this endorsement:
**a.** Any motor carrier for hire or his or her "employees"; or
**b.** Any rail, water or air carrier or their "employees"
for any covered "auto".

**3.** Paragraph **A. 1. WHO IS AN INSURED** paragraph **c.** is deleted and replaced with the following provisions:
**c.** The additional insured is not required to pay any premiums stated in the policy or earned from the policy. Any return premium shall be payable to you.
**d.** You are authorized to act for the additional insured in all matters pertaining to this insurance.
**e.** the additional insured will retain any right of recovery as a claimant under this policy.

**EMPLOYEES AS INSUREDS**

**SECTION II – LIABILITY COVERAGE – A. 1. WHO IS AN INSURED** is changed to the following provision.

Any "employee" of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision **Employees As Insureds,** does not apply if separate Employees As Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

**NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

The Named Insured shown in the Business Auto Declarations is amended to include any organization you newly form or acquire, other than:

**(i)** A partnership, joint venture, or limited liability company; or

**(ii)** An organization excluded by the provisions of this policy or by endorsement,

and over which you maintain ownership or majority interest of more than 50%, subject to the following additional provisions:

**1.** This insurance does not apply to any newly formed or acquired organization that is an "insured" under such policy but for its termination or the exhaustion of its Limits of Insurance.

**2.** Coverage under this provision does not apply to injury, damage, expense, or "loss" that occurred before you formed or acquired the organization.

**3.** Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, or the end of the policy period, whichever is earlier.

**SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

The following changes are made to **SECTION II – LIABILITY COVERAGE – A. 2. COVERAGE EXTENSIONS:**

**1.** The limit shown in Subparagraph **(2)** for the cost of bail bonds is changed from $250 to $3,000.

**2.** The limit shown in Subparagraph **(4)** for all reasonable expenses incurred at our request, including actual loss of earnings because of time off work, is changed from $100 to $1,000 per day.

**LIMITED FELLOW EMPLOYEE COVERAGE**

**SECTION II – LIABILITY COVERAGE – B. EXCLUSIONS 5. FELLOW EMPLOYEE** is replaced by the following:

**a.** "Bodily injury" to any fellow "employee" of the "insured" arising out of an in the course of the fellow "employees" employment or while performing duties related to the conduct of your business; or

**b.** the spouse, child, parent, brother or sister of the fellow "employee" as a consequence of Paragraph **a.** above.

However, this exclusion does not apply to liability incurred by your employees that are "executive officers".

Such coverage is excess over any other collectible insurance, and Paragraph **5. OTHER INSURANCE** of **B. GENERAL CONDITIONS** under **SECTION IV – BUSINESS AUTO CONDITIONS** is changed accordingly.

Any insurance provided by this provision **Limited fellow Employee Coverage** does not apply if separate fellow Employee Coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made part of this policy.

As used in this provision "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

**TOWING AND LABOR COVERAGE**

Paragraph **2. Towing** under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

With respect to any "private passenger auto" or "light truck" you own that is provided both Comprehensive Coverage and Collision Coverage in this policy, we will pay up to $100 for towing and labor costs incurred each time such "private passenger auto" or "light truck" is disabled, subject to the following additional provisions:

1. The labor must be performed at the place of disablement;
2. This coverage does not apply to stolen "autos".
3. As used with this coverage:
   a. "Private passenger auto" means a four wheel auto of the private passenger or station wagon type; and
   b. "Light truck" means a pick up or panel truck, sport utility vehicle or similar "auto", with a Gross Vehicle Weight (GVW) of 11,000 pounds or less.
   Gross Vehicle Weight (GVW) is the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

**GLASS BREAKAGE (WINDSHIELD REPAIR)**

Paragraph **3.** Glass Breakage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A –** the following is added:

**d.**If your windshield sustains damage resulting in a crack or chip that is deemed repairable and the repairs are completed, we will agree to waive your deductible.

**RENTAL REIMBURSEMENT COVERAGE**

Paragraph **4.** Coverage Extension under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to a covered "auto" you own, subject to the following additional provisions:

1. As used in the Rental Reimbursement Coverage provision, "auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads. However, "auto" does not include:
   a. "Mobile equipment", or
   b. Any other land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law where it is licensed or principally garaged.
2. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
3. No deductible applies to the coverage.
4. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
   a. The number of days reasonably required to repair or replace the covered "auto", or
   b. 45 days
5. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.

**b.** The maximum rental expenses shown below:
**(1)** $75 any one day;
**(2)** $3,375 because of "loss" to any one covered "auto".

**6.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**7.** The insurance afforded for **Rental Reimbursement Coverage** in this extension does not apply if separate Rental Reimbursement Coverage is issued by us as an endorsement and made part of this policy.

**AIRBAGS COVERAGE EXTENSIONS**

Paragraph **2. b.** contained in **SECTION III – PHYSICAL DAMAGE COVERAGE – B. EXCLUSIONS –** does not apply to the unintended discharge of an airbag. However, coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

**LIMITED LOAN/LEASE GAP COVERAGE**

The following is an added coverage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE:**

In the event of a covered total "loss" to a covered "auto" which is either owned by you or is long-term leased by you for a period of 12 consecutive months or longer, we will pay any unpaid amount due on your loan or lease for such covered "auto", subject to the following additional provisions:

**1.** We will only pay the lesser of:
**a.** The sum of such unpaid amount, less
**(1)** The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and
**(2)** Any:
**(a)** Overdue loan/lease payments at the time of the "loss",
**(b)** Financial penalties imposed under a lease or excessive use, abnormal wear and tear or high mileage;
**(c)** Security deposits not returned by the lessor;
**(d)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
**(e)** Carry-over balances from previous loans or leases; or
**b.** $2,000.

**2.** This extension does not apply to any "auto" that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

**WAIVER OF SUBRO BY CONTRACT OR AGREEMENT**

The following is added to Paragraph **A. 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** contained in **SECTION IV – BUSINESS AUTO CONDITIONS:**

Notwithstanding anything to the contrary in the previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for 'bodily injury", "property damage" or "loss" arising out of the operation, maintenance, use,

loading or unloading of a covered "auto" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:
   a. Made prior to the covered injury or damage; and
   b. In effect at the time of the covered injury or damage; and
2. The injury or damage arises out of the operations contemplated by such written contract or agreement.

This waiver applies on to such person or organization designated in such written contract or agreement.

**ADDITIONAL DEFINITIONS**

As used with this endorsement the following Definitions are added:

**"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

**"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**"Temporary worker"** means a person who is furnished to you as a substitute for a permanent "employee" on leave or to meet seasonal or short term workload conditions.

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 2 | LEASED/RENTED EQUIP. | RDO Equipment Co<br>5221 Midland Road<br>Billings, MT 59101 | Unit 1 |
| Loss Payee | | | |
| 3 | LEASED/RENTED EQUIP | US Bank Equipment Finance<br>1310 Madrid Street<br>Marshall, MN 56258 | Unit 1 |
| Mortgagee | | | |
| 1 | | FIRST INTERSTATE BANK<br>INSURANCE SERVICE CENTER<br>PO BOX 863329<br>Plano, TX 75086 | Unit 2 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

### FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML3 | 04-05 | Amendatory Endorsement #3 | | | | $500.00 |
| 000-ART | 07-15 | Artisan Contractor Forms | ALL | | | |
| BOP P 02 | 01-21 | Policyholder Notice | ALL MT | | | |
| BP0417 | 01-10 | Employment-Related Practices Exclusion | ALL MT | | | |
| BP0418 | 06-89 | Amendment-Liquor Liability Exclusion | ALL MT | | | |
| BP0517 | 01-06 | Exclusion - Silica or Silica-Related Dust | ALL | | | |
| BP1408 | 01-10 | Excl - Exterior Insulation and Finish Systems | ALL | | | |
| BP 00 03 | 05-22 | Montana Businessowners Coverage Form | ALL MT | | | |
| BP 02 01 | 01-10 | Montana Changes | ALL MT | | | |
| BP 05 01 | 07-02 | Calculation of Premium | ALL | | | |
| BP 05 15 | 12-20 | Disclosure Pursuant to TRIA | ALL | | | |
| BP 05 23 | 01-15 | Cap Losses from Certified Acts of Terrorism | ALL | | | |
| BP 05 77 | 01-06 | Fungi or Bacteria Exclusion (Liability) | ALL MT | | | |
| BP 14 86 | 07-13 | Communicable Disease Exclusion | ALL MT | | | |
| BP 15 04 | 12-23 | Excl - Access/Disclosure of Confidential Info | ALL MT | | | |
| BP 15 60 | 02-21 | Cyber Incident Exclusion | ALL | | | |
| BP 15 91 | 12-23 | Exclusion - PFAS | ALL | | | |
| BP0526M | 01-16 | Excl of Certified Acts of | ALL MT | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Terrorism Inv N/B/C | | | | |
| MFM 001 | 05-25 | Policyholder Notice | ALL | | | |
| MFM 001A | 03-20 | Midwest Family Mutual Service Fee Schedule | ALL | | | |
| MFMAC017 | 03-16 | Limited Exclusion - Wrap-Up Insurance Program | ALL | | | |
| MFMBP037 | 07-19 | Medical Expense at Your Request End | ALL MT | | | |
| MFMBP038 | 12-22 | Wind/Hail Loss Settlement Provisions | ALL MT | | | |
| MFMBP041 | 04-23 | War and Cyber War Exclusion | ALL MT | | | |
| MFMBP043 | 02-25 | Exclusion - PFAS Policyholders Notice | ALL | | | |
| MFMBP-02 | 09-15 | Asbestos Exclusion | ALL | | | |
| MWILP001 | 01-04 | US Treasury Dept OFAC Advisory Notice | ALL | | | |
| PRIV NTC | 12-22 | Privacy Policy Notice | ALL | | | |
| ART-0007 | 02-22 | Work Performed Exclusion | ALL | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-1 | | | |
| BP0498 | 01-10 | Employee Benefits Liability | ALL | | $1,000,000 | $425.00 |
| | | Employee Benefits Liability | | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 1-1 | | | |
| IH 68 04 | 05-17 | Boom Limitation | ALL | | | |
| MFMAC015 | 01-15 | Contractors Installation Coverage | 1-1 | 500 | | $469.00 |
| | | Max Limit per Location: 50000<br>Max Limit in Transit: 50000<br>Max Limit all Locations: 150000 | | | | |
| MFMAC016 | 01-16 | Contractors Tools and Equipment Coverage | ALL | | | |
| MFMAC021 | 02-25 | Incorp of Apps, Supporting Docs, and Represen | ALL MT | | | |
| MFMBP006 | 01-16 | Limited Pollution Cov-Work Sites | ALL | | | $750.00 |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 1-1 | | | |
| MFMBP036 | 09-18 | Ultimate Liability Advantage Endorsement | 1-1 | | | |
| MFMIL005 | 09-15 | Business Income/Extra Expense Limit | ALL | | | |
| IR 08 84 | 03-18 | Commercial (BOP/Garage) Identity Recovery Cov | ALL | $500 | 25,000 | $27.00 |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-2 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-2 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof | 1-2 | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Surfacing | | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-2 | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 2-1 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 2-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 2-1 | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 2-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 2-1 | | | |
| MFMBP040 | 05-23 | Roof Exclusion | 2-1 | | | |

| Veh | Address | City | State | Terr |
|---|---|---|---|---|
| 70 | 621 Charles Street | Billings | MT | 107 |
| 71 | 621 Charles Street | Billings | MT | 107 |
| 72 | 621 Charles Street | Billings | MT | 107 |
| 73 | 621 Charles Street | Billings | MT | 107 |
| 74 | 621 Charles Street | Billings | MT | 107 |
| 75 | 621 Charles Street | Billings | MT | 107 |
| 76 | 621 Charles Street | Billings | MT | 107 |
| 77 | 621 Charles Street | Billings | MT | 107 |
| 78 | 621 Charles Street | Billings | MT | 107 |

## Special Interest

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 1 | 2018 Ford F350 #2647 | Ford Motor Credit<br>PO Box 30201<br>College Station, TX 77842 | Unit 68 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML2 | 04-05 | Amendatory Endorsement #2 | | | | |
| 000-AUT | 07-15 | Commercial Auto Forms | | | | |
| CA0001 | 05-22 | Business Auto Coverage Form | ALL MT | | | |
| CA9944 | 12-90 | Loss Payable Clause | ALL | | | |
| CA 01 68 | 03-06 | Montana Garage Liability Changes | ALL MT | | | |
| CA 01 72 | 04-01 | Montana Changes-Medical Payments Coverage | ALL MT | | | |
| CA 02 20 | 10-03 | Montana Changes-Cancellation Non-Renewal | ALL MT | | | |
| CA 99 03 | 03-06 | Auto Medical Payments Coverage | ALL MT | | | |
| CA-23-85 | 01-06 | Exclusion of Terrorism Involving N/B/C | ALL MT | | | |
| IL0003 | 06-89 | Calculation of Premium | ALL | | | |
| IL0017 | 11-85 | Common Policy Conditions | ALL MT | | | |
| IL 00 21 | 09-08 | Nuclear Energy Liability Excl Endt-Broad Form | ALL MT | | | |
| IL 01 67 | 09-08 | Montana Changes-Conformity with Statutes | ALL MT | | | |
| IL 01 80 | 09-07 | MT Changes-Concealment, misrepresentation fra | ALL MT | | | |
| MFMCA005 | 05-20 | Business Auto Advantage Endorsement | ALL | | | $4,982.00 |
| | | 47 - Number of Vehicles | | | | |
| CA 20 54 | 10-01 | Employee Hired Auto | | | | |
| CA 99 33 | 10-13 | Employees as Insureds | | | | |
| CA 31 35 | 12-07 | MT Uninsured Motorists Coverage-Non-Stacked | | | | |
| CA 31 33 | 12-07 | MT Underinsured Motorists | | | | |

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Cov.Non-Stacked | | | | |

MFM ML3 04-05

## Amendatory Endorsement #3

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560139501

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ARTISAN CONTRACTOR COVERAGE FORM

SNOW PLOW PRODUCTS - COMPLETED OPERATIONS HAZARD COVERAGE

The following exception is added to Exclusion B/1.g Aircraft, Auto, or Watercraft in Section II - Liability:

This exclusion does not apply to "bodily injury" or "property damage" that:

(a) Is included in the "products-completed operations hazard", and
(b) Arises out of the use of any "auto" for snow or ice removal operations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

# ULTIMATE LIABILITY ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the BUSINESSOWNERS COVERAGE FORM and provides the following coverages:

| Coverage | Limits |
|---|---|
| **Bail Bonds** | **$5,000** |
| **Loss of Earnings** | **$1,000** |
| **Automatic Liability Coverage – Newly Acquired or Constructed Property** | **120 Days – Period of Coverage** |
| **Damage to Property- Borrowed Equipment** | **$5,000** |
| **Blanket Additional Insured – Primary & Non Contributory – Ongoing and Completed Operations** | **Included if required by Written Contract or Written Agreement** |
| **Damage to Premises Rented to You** | **$300,000** |
| **Contractual Liability – Railroad** | **Included in General Liability Limit** |
| **Blanket Waiver of Subrogation** | **Included if required by Written Agreement** |

The provisions of the Businessowners Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Businessowners Coverage Form:

**Bail Bonds, Loss of Earnings and Automatic Liability Coverage – Newly Acquired or Constructed Property**

**SECTION II – LIABILITY – A. Coverages – 1. Business Liability**
**f. Coverage Extension – Supplementary Payments** – The following is changed:
**(b)** Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for 'bodily injury" applies. We do not have to furnish these bonds. And;
**(d)** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

The following **Coverage Extension** is added:
**(3)** For any newly acquired or constructed property that is intended for the similar use and operation as described in the Declarations we will extend Liability coverage. That coverage will end when any of the following first occurs:
**(a)** This policy expires; or
**(b)** 120 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property.
We will charge you additional premium for the liability from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.
**Damage to Property – Borrowed Equipment**

The following change is made to **B. Exclusions – 1. Applicable To Business Liability Coverage**
**k. Damage To Property** – the following is added to **(4)**
This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $5,000 per occurrence.

**Blanket Additional Insured – Primary and Non Contributory – Ongoing and Completed Operations**

The following is added to **C. Who Is An Insured**
**3.** The following are also an insured.
**A.** Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or a written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
**1** Your acts or omissions;
**2** The acts or omissions of those acting on your behalf, and resulting from;

**(a)** Your ongoing operations performed for the additional insured;
**(b)** Your work completed as included in the "products completed operations hazard" performed for the additional insured.
**B.** However, regarding provision **A.** above:
**1.** We will not extend insurance coverage to any additional insured or organization:
**(a)** That is not provided to you in this policy; or
**(b)** That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement.
**C.** The insurance provided to the additional insured person or organization does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of your rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
**1.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change of orders or drawings and specifications; and
**2.** Supervisory inspection, architectural or engineering activities.
**D.** For the coverage here:
**1.** The insurance is primary with respects to our coverage for the additional insured person or organization where the written contract or written agreement requires this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
**2.** This insurance is excess over any other insurance, whether primary, excess, contingent or any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same occurrence, claim or suit. This provision does not apply to any policy which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**Damage to Premises Rented To You**

The following change is made to **D. Liability And Medical Expenses Limits Of Insurance** – paragraph **3.** Is deleted and replaced with the following:
**3.** The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is $300,000. This limit replaces the limit shown in the Declarations for Damage to Premises Rented to You.

**Contractual Liability – Railroad**

The following change is made to **F. Liability And Medical Expenses Definitions** – **9.** "Insured contract" is changed to include contractual liability – railroads. The definition of "insured contract" is replaced with the following:
**9.** "Insured contract" means:
**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owners is not an "insured contract";
**b.** A sidetrack agreement;
**c.** Any easement or license agreement;

**d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
**e.** An elevator maintenance agreement;
**f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph **f.** does not include that part of any contract or agreement:

- **(1)** That indemnified an architect, engineer or surveyor for injury or damage arising out of:
  - **a.** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **b.** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- **(2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

**Blanket Waiver of Subrogation**

**SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)** The following change is made to **K. Transfer Of Rights Of recovery Against Others To Us –** paragraph **2.** Is deleted and replaced with the following:
**2.** Applicable to Businessowners Liability Coverage:
If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

We waive any Right of Recovery we may have against any additional insured as required in a written agreement because of payments we make for injury or damage arising out of your ongoing operations or your work done under contract with that person or organization.

MFM ML1 04-05

## Amendatory Endorsement #1

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
NAME INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560146256
LINE OF BUSINESS: WORKER¿S COMPENSATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

BLANKET WAIVER OF SUBROGATION COVERAGE APPLIES

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS.

WE HAVE THE RIGHT TO RECOVER OUR PAYMENT FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT.

# YELLOWSTONE COUNTY
# INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and **John's Home and Yard Service Inc.**, herein referred to as "CONTRACTOR", whose address is **P.O. Box 21460, Billings, MT 59104.**

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as

**Work generally described as Snow Plowing within RSID 730 – Emerald Eagle Estates and additional services or conditions per attached scope of work & quotation - Exhibit A.**

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:
CONTRACT shall be in effect from **November 1, 2026 to April 30, 2027**. If mutually agreed by both parties, the contract may be extended twice for a term of one (1) year per extension.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of **$ 500.00 per plowing event, $ 150.00 per hour for other services, and Unit Rates for other conditions as described in Exhibit A.** CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's quote dated **October 22, 2026**
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A – Contract Scope of Work & Specifications, Quote Solicitation List, and RSID Location & Boundary Map attached hereto**

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

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

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

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

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

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid

wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

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

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

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

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

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

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

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

RSID 730

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 Nov 1, 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
John's Home and Yard Service
Billings, MT 59104

Signature

General Manager
Title

# Yellowstone County RSID Snow Plowing Quote Sheet

**Please fill out and return a worksheet for each RSID Subdivision you elect to quote**

**COMPANY NAME: _____John's Home and Yard Service**

**RSID Name and Number: _____Emerald Eagle Estates 730 _____**

**RSID Event Committee Selection (Note 2" or 4" or Will-Call): ____2"_____**

## BASE QUOTE RATES

**Base Quote (Lump Sum) Per Plowing Event (as per specific RSID Committee selection)**

**$ _____$500_____/EACH (N/A if Will-Call Service Selection)**

**Additive Quote (Unit Price) Per Hour of Plowing Service / Will-Call Rate**

**$ ___$150_____/HR Minimum Hourly Rate (Flat Fee or Min Hrs) $ __$300_____/LS or _____ HRS**

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**MAILING ADDRESS: _____P.O. Box 21460_____**

**CITY, STATE, ZIP CODE: ____Billings, MT 59104_____**

**TELEPHONE NUMBER: ____406-652-8985_____**

**EMAIL ADRESS: _____msinger@jhys.com_____**

**MONTANA CONTRACTORS' LICENSE No. (if applicable): ____CCP-CCL-LIC-0148698_**

**AUTHORIZED REPRESENTATIVE (print): ____Matt Singer_____**

**SIGNATURE: _____**

**DATE: _____10/22/2026_____**

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I acknowledge receiving the following addenda (if applicable).

No. 1_____ No. 2 _____ (Initial)

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**ADDITIONAL SERVICES OFFERED/CONDITIONS –**

**Sanding Material Treatment / Ice-Melt Treatment: YES __X____NO _____**

**$ Fee Amount/Rates (if offered / provide clarifications):**

**_____$350 Per Load of Sand (1 ton of sand)_____**

---

**Holiday Service Restrictions: YES _X____NO _____**

**Note Restricted Service Days (if any)**

---

**Christmas**

---

**$ Holiday Fee Premium Amount / Rate (if any / provide clarifications):**

**___None_____**

---

**Multi-Year / Season Contract Offer (1 season term extension): YES ___X___NO _____**

**<u>Note</u> – If offered by Contractor, this option may be selected to reduce contracting administrative processes of the RSID, Yellowstone County and Contractor. If offered by Contractor, provide an extended contract Rate/Fee (e.g. $ fixed amount or % increase) adjustment (if any) to be applied for the succeeding year/season.**

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**5% increase in prices for each subsequent year.**

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**Any Other Conditions / Notations of Service Offerings:**

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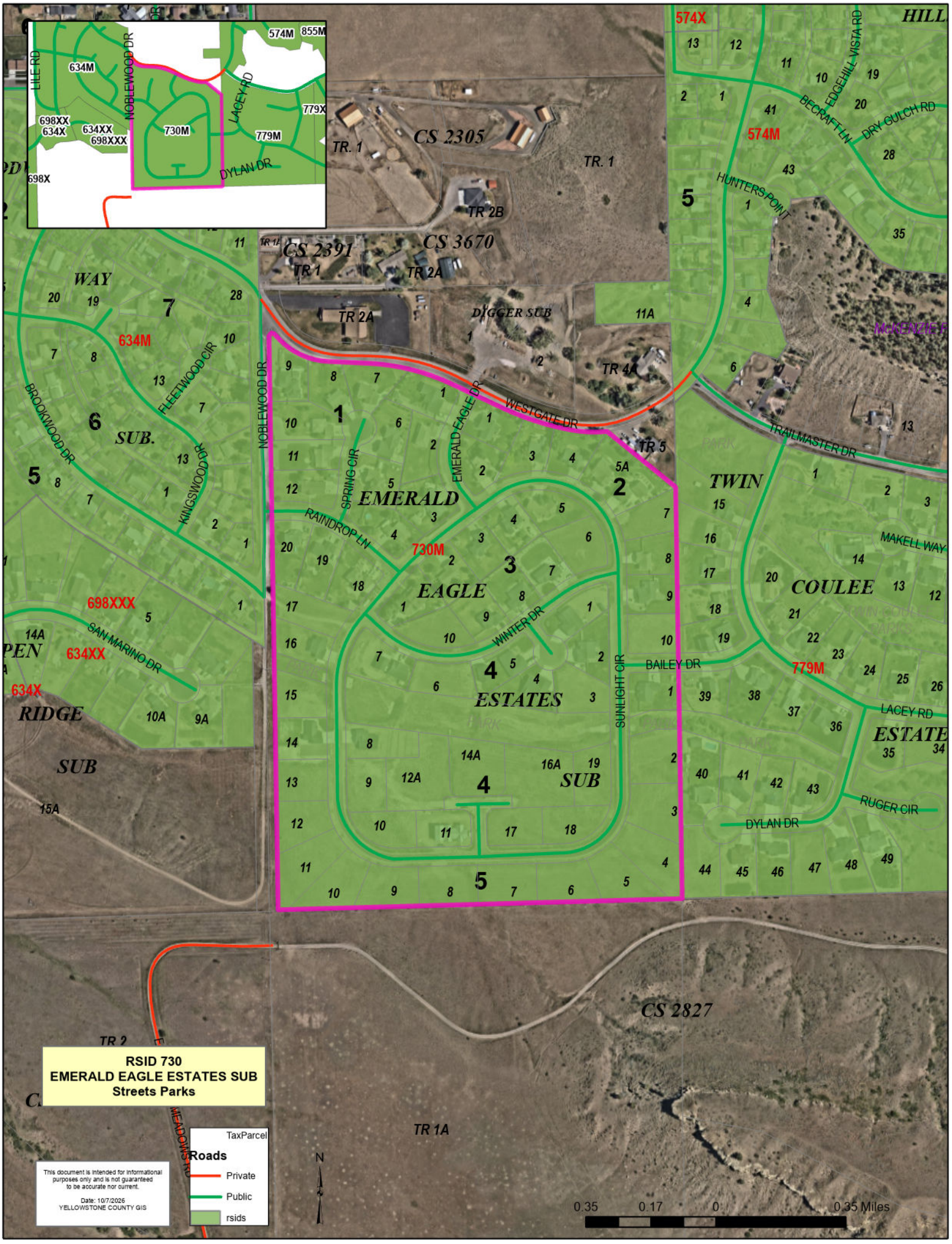
# EXHIBIT A

## Yellowstone County RSID Subdivision Snow Plowing
## Scope of Work & Specifications

- Provide Snow Plowing Lump Sum Rate "Per Event" Depth (2" or 4" inch) as selected by each RSID Committee (N/A if Committee Selects "Will-Call" Service)
    - Quote a Fixed Lump Sum Rate per Service of all streets and cul-de-sacs within the RSID mapped area
    - Quote Rate to include Automatic Service that is to occur once the designated depth threshold has been achieved and/or is anticipated (unless Will-Call Service)
    - RSID Ad-Hoc Committees may request snow plowing if less than the designated threshold has accumulated, but the committee must initiate this request directly with the Contractor
- Provide Snow Plowing Rate per Hour for Will-Call or other service call outs by the RSID Ad-Hoc Committees
    - Quote a Fixed Rate per Hour: Examples of call-out services
        - Will-Call Contract Service (Base Contract established at Hourly Rate only)
        - Drift Plowing / Slush Plowing
        - Partial / Other Plowing - TBD
- Provide Rate Quotes for Other Offered Winter Services
    - Sanding Treatment Rate
    - Ice-Melt Treatment Rate
    - Other Services (if any)
    - Application / Usage to be at request of and locations coordinated directly by RSID committee
- Provide Service Limitation Notations / Special Fees
    - Holiday Premium Days / Rates (if any)
    - Holiday Service Restrictions / Non-Service Days (if any)
    - Other Restrictions / Fees (if any)
- Guidelines for all Subdivision Plowing
    - Plowing to include all streets and cul-de-sacs
    - Punctual plowing performance is expected per event
    - Driveways and Mailboxes are not to be plowed in with windrow stockpiles
    - Landscaping / Signage / Mailbox / Other Property Damage that occurs beyond the edge of roadway is to be repaired or replaced at Contractors Expense and coordinated with Property Owner(s) and is considered incidental to Contract Rates.
    - Coordinate with RSID Ad-Hoc Committee and Property Owners as necessary
- NOTE: <u>All road alignments colored dark green (designated as Public Roads) AND WITHIN THE BOUNDARIES of the mapped subdivisions are to be considered a road surface to be plowed and subject to receive service via the RSID program of the RSID subdivision(s) quoted.</u> Contractors interested in submitting price quotes are encouraged to visit the site(s) to obtain and verify their own measurements of lengths, widths, slopes and any other conditions to consider as needed to perform this work. Provided RSID road lengths are approximate only and will not be considered cause for contract rate adjustments.
- Price Quotes shall include all labor, equipment, and tools necessary for the noted service(s)

# YCPW 2026 RSID Snow Plowing Solicitation List *

| Quote List No. | RSID No. | RSID Name | RSID Service Selection | Approximate Rd Lengths - MILES | | RSID Location Clarifications/Notes: |
|---|---|---|---|---|---|---|
| 1 | 651 | Cloverleaf Meadows | 2" | 1.6 | | |
| 2 | 667 | White Tail | 2" | 0.2 | | |
| 3 | 671 | Blue Creek View | 2" | 1.5 | | **ALL Gravel Roads** |
| 4 | 675 | Oak Ridge ***PH 1*** | 2" | 0.6 | | |
| 5 | 688 | Eagle Bend | Will-Call | 4.0 | | **ALL Gravel Roads** |
| 6 | 689 | Saddleback Ridge | 2" | 2.3 | | |
| 7 | 698 | Sierra Estates | *4" Event* | 2.8 | | |
| 8 | 701 | Pheasant Brook | 2" | 2.5 | | |
| 9 | 703 | Beartooth Pointe | 2" | 1.0 | | ***Requires Sanding and/or Ice Treatment*** |
| 10 | 709 | Clarks Fork ***RIVER RANCH*** | 2" | 1.2 | | AKA Clarks Point Drive |
| 11 | 713/715 | Tanglewood | 2" | 3.7 | | ***Combine the 2 RSID Maps*** |
| 12 | 720 | Lone Eagle | 2" | 2.0 | | ***MAY require Sanding and/or Ice Treatment*** |
| 13 | 723 | Clarks Fork ***ESTATES*** | 4" Event | 0.15 | | **ALL Gravel Roads** |
| 14 | 727 | Farnum | 4" Event | 1.1 | | |
| 15 | 728 | Linlee Lakes | 2" | 1.6 | | |
| 16 | 757 | Huntley Estates | Will-Call | 1.3 | | |
| 17 | 761 | Vista Buttes | 2" | 1.2 | | |
| 18 | 769 | Brookwood | 4" Event | 2.7 | | |
| 19 | 773 | West Meadows | 2" | 3.2 | | **PARTIAL Gravel Roads;** ***EXCLUDE So Homewood Park Dr N of Penta Cir; EXCLUDE W Bird Way S of White Pine Cir*** |
| 20 | 776 | Pryor Creek | 2" | 1.7 | | |
| 21 | 779 | Twin Coulee | 4" Event | 1.3 | | AKA Sanctuary Canyon |
| 22 | 786 | Grizzly Creek | 4" Event | 0.5 | | |
| 23 | 803 | Indian Cliffs | 4" Event | 3.5 | | ***INCLUDE Apache Trail from Hwy 3 to beginning of RSID Subdivision roads*** |
| 24 | 806 | River Ranch ***RETREAT*** | 4" Event | 1.5 | | |
| 25 | 820 | Crest View | 2" | 0.2 | | |
| 26 | 850 | Bar 11 | 2" | 4.6 | | ***INCLUDE Hawthorn Ln to 650 S of Bull Park; EXCLUDE Plateau Rd and Muckle Trl beyond 200 ft W of Derby St; Exclude all unfinished roads N & W of Bar 11 & Windy Point intersection; EXCLUDE all unfinished roads S of Windy Point & Bull Park intersection*** |
| 27 | 852 | MacKenzie Meadow | 2" | 2.75 | | ***INCLUDE all of Abby Rd from S 56th St through Subdivision; EXCLUDE Callies St and Kenzie St beyond 200 ft east of Abby Rd*** |
| 28 | 861 | Sundance | 2" | 1.8 | | |
| 29 | 887 | Stone Creek | 4" Event | 1.0 | | |
| 30 | 730 | Emerald Eagle | 2" | 1.4 | | *** Added RSID location 10/20/26** |


RSID 730
EMERALD EAGLE ESTATES SUB
Streets Parks
TaxParcel
Roads
Private
Public
rsids
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 10/7/2026
YELLOWSTONE COUNTY GIS
N
0.35 0.17 0 0.35 Miles
EMERALD
EAGLE
ESTATES
SUB
TWIN
COULEE
ESTATE
RIDGE
SUB
CS 2305
CS 2391
CS 3670
CS 2827
TR 1
TR 2A
TR 2B
TR 4A
TR 5
TR 1A
DIGGER SUB
NOBLEWOOD DR
LACEY RD
DYLAN DR
WESTGATE DR
EMERALD EAGLE DR
SPRING CIR
RAINDROP LN
WINTER DR
SUNLIGHT CIR
BAILEY DR
TRAILMASTER DR
HUNTERS POINT
EDGEHILL VISTA RD
BECRAFT LN
DRY GULCH RD
MAKELL WAY
RUGER CIR
SAN MARINO DR
FLEETWOOD CIR
KINGSWOOD DR
BROOKWOOD DR
MEADOWS RD
574X
574M
855M
634M
698XX
634X
634XX
698XXX
730M
779X
779M
698X

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2026

**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**
Leavitt Great West Insurance Services, LLC
3067 Cabernet Drive
Suite 3
Helena MT 59601

**CONTACT NAME:** Lyndie Kraft
**PHONE (A/C, No, Ext):** (877) 229-4553 **FAX (A/C, No):** (866) 751-8096
**E-MAIL ADDRESS:** lyndie-kraft@leavitt.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Midwest Family Mutual Insurance Company | 23574 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
John's Home & Yard Service LLC
PO Box 21460
Billings MT 59104

**COVERAGES** **CERTIFICATE NUMBER:** Rvsd Mstr PK **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Explosion Full Time | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Uninsured/Underinsured Motorist B | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | CPMT050449042 | 09/01/2026 | 09/01/2027 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

Certificate Holder is Additional Insured with Waiver of Subrogation on a Primary & Non-Contributory basis in regards to General Liability, Auto Liability, and Work Comp. See MFMBP036 (09-18), MFMCA005 (05-20), and NC300 (04/23) Matt Singer is excluded from Workers Compensation.

**CERTIFICATE HOLDER**
Yellowstone County
PO Box 35024
Billings MT 59107

**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.**

**AUTHORIZED REPRESENTATIVE**
Lyndie Kraft


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**The ACORD name and logo are registered marks of ACORD**

# ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Employee Benefits | EBLIA | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Explosion Part Time | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | 1,000 | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Medical payments | MEDPM | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 5,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO ADVANTAGE ENDORSEMENT**

This endorsement modifies insurance provided under the BUSINESS AUTO COVERAGE FORM – CA 00 01 12 90 – and provides the following coverages:

| Coverage | Limit or Included |
|---|---|
| **Additional Insured By Contract Or Agreement** | **Included** |
| **Airbags Coverage Extension** | **Included** |
| **Employees As Insureds** | **Included** |
| **Employee Hired Autos** | **$65,000** |
| **Glass Breakage (Windshield Repair)** | **Deductible waived** |
| **Hired Auto Physical Damage Coverage** | **$65,000** |
| • **Loss of Use** | **$300 Per Day**<br>**$2100 Maximum** |
| **Limited Fellow Employee Coverage** | **Included** |
| **Limited Loan/Lease Gap Coverage** | **$2,000** |
| **Newly Formed Or Acquired Entities** | **Included** |
| **Rental Reimbursement Coverage** | **45 Days**<br>**$75 Maximum Per Day**<br>**$3,375 Maximum To Any One Covered Auto**<br>**$15,000 Maximum Rental Expenses In Any One Policy Period** |
| **Supplementary Payments – Increased Limits:** | |
| • **Bail Bonds** | **$3,000** |
| • **Loss Of Earnings (Per Day)** | **$1,000** |
| **Towing And Labor** | **$100** |
| **Waiver Of Subrogation By Contract or Agreement** | **Included** |

The provisions of the Business Auto Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Business Auto Coverage Form:

**EMPLOYEE HIRED AUTOS**

**A. Changes in Liability Coverage**
The following is added to the **Who is an Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**B. Changes in General Conditions**
Paragraph **5.b.** of the **Other Insurance** Condition is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**1.** Any covered "auto" you lease, hire, rent or borrow; and

**2.** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**C. Limit of Insurance**
The most we will pay in any one "loss" will be the lesser of:

**(1)** The actual cash value of the damaged or stolen"auto" as of the time of the "loss";

**(2)** The cost to repair or replace the damaged or stolen "auto" as of the time of the "loss";

**(3)** $65,000.

**HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for **Covered Autos Liability Coverage** in the policy, then such **Physical Damage Coverage** that is provided in this policy for your owned "autos" will be extended to certain "autos" you lease, hire, rent or borrow, subject to the following additional provisions:

**1.** This extension for **Hired Auto Physical Damage Coverage** does not apply to:

**a.** Any "auto" you lease, hire, rent or borrow that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;

**b.** Any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households; or

**c.** Any other "auto" you lease, hire, rent, or borrow:

**(1)** For a period of more than 30 days; or

**(2)** With a driver.

2. **Physical Damage Coverage**
The **Physical Damage Coverage** provided will be:
**(a)** With respect to the Other Than Collision coverage;
**(1)** Comprehensive Coverage if any covered "auto" owned by you has this coverage under the policy; or,
**(2)** Specified Causes Of Loss Coverage if, under this policy any covered "auto" owned by you has this coverage and no other covered "auto" owned by you has Comprehensive Coverage; and
**(b)** Collision Coverage if any covered "auto" owned by you has this coverage under this policy.

3. **Limit Of Insurance**
The most we will pay in any one "loss" will be the lesser of:
**a.** The actual cash value of the damaged or stolen "auto" as of the time of the "loss";
**b.** The cost to repair or replace the damaged or stolen "auto" with the other property of like kind and quality; or
**c.** $65,000,
Except that such amount will be reduced by a deductible as determined in paragraph **4.** below.

4. **Deductible**
Our obligation to pay for, repair, return or replace such damaged or stolen covered "auto" will be reduced by a deductible for coverage afforded in **2.(a)** and **2.(b)** above equal to the amount of the largest deductible applicable for that coverage to any covered "auto" owned by you. However, no deductible will apply to "loss" caused by fire or lightning.

5. **Loss Of Use**
For any "auto" which is a covered "auto" under this extension **Hired Auto Physical Damage Coverage,** and subject to the coverages provided under paragraph **2. Physical Damage Coverage** above, we will also pay expenses for loss of use of such "auto", subject to the following additional provisions:
**a.** Such "auto": is leased or rented under a written rental contract or agreement;
**b.** Such loss of use is a direct consequence of a "loss" covered under this extension **Hired Auto Physical Damage Coverage:**
**(1)** For which an "insured" is legally responsible; and
**(2)** As a result of which the leasing or rental entity sustains a monetary loss;
**c.** The most we will pay for any expenses for loss of use is $300 per day, subject to a maximum of $2,100.

6. **Other Insurance**
Coverage under this extension **Hired Auto Physical Damage Coverage** will be excess over any other valid and collectible insurance available to the "insured".

**ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**

1. **SECTION II – LIABILITY COVERAGE A. 1. WHO IS AN INSURED** is changed to add as an additional insured any person or organization when you and such person or organization have agreed in writing

in a contract or agreement that such person or organization can be added as an additional insured on your policy, subject to the following additional provisions.

**a.** Such person or organization is an additional insured only with respect to their vicarious legal responsibility for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto", and then only to the extent of that liability.

**b.** Such person or organization is not an additional insured for any covered "auto" owned by, hired from, or borrowed from such person or organization or a member of such person's household.

**c.** Such written contract or agreement must be executed prior to, and be in effect at the time of, the "bodily injury" or "property damage".

**d.** Paragraph **F.** "Insured Contract" contained in **SECTION V – DEFINITIONS** is changed to add sub-paragraph **d.** to the end of that definition, as follows:
An "Insured Contract" does not include that part of any contract or agreement:
**d.** That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other that the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto".

**2.** None of the following shall be an additional insured under this endorsement:
**a.** Any motor carrier for hire or his or her "employees"; or
**b.** Any rail, water or air carrier or their "employees"
for any covered "auto".

**3.** Paragraph **A. 1. WHO IS AN INSURED** paragraph **c.** is deleted and replaced with the following provisions:
**c.** The additional insured is not required to pay any premiums stated in the policy or earned from the policy. Any return premium shall be payable to you.
**d.** You are authorized to act for the additional insured in all matters pertaining to this insurance.
**e.** the additional insured will retain any right of recovery as a claimant under this policy.

**EMPLOYEES AS INSUREDS**

**SECTION II – LIABILITY COVERAGE – A. 1. WHO IS AN INSURED** is changed to the following provision.

Any "employee" of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision **Employees As Insureds,** does not apply if separate Employees As Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

**NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

The Named Insured shown in the Business Auto Declarations is amended to include any organization you newly form or acquire, other than:

**(i)** A partnership, joint venture, or limited liability company; or

**(ii)** An organization excluded by the provisions of this policy or by endorsement,

and over which you maintain ownership or majority interest of more than 50%, subject to the following additional provisions:

**1.** This insurance does not apply to any newly formed or acquired organization that is an "insured" under such policy but for its termination or the exhaustion of its Limits of Insurance.

**2.** Coverage under this provision does not apply to injury, damage, expense, or "loss" that occurred before you formed or acquired the organization.

**3.** Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, or the end of the policy period, whichever is earlier.

**SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

The following changes are made to **SECTION II – LIABILITY COVERAGE – A. 2. COVERAGE EXTENSIONS:**

**1.** The limit shown in Subparagraph **(2)** for the cost of bail bonds is changed from $250 to $3,000.

**2.** The limit shown in Subparagraph **(4)** for all reasonable expenses incurred at our request, including actual loss of earnings because of time off work, is changed from $100 to $1,000 per day.

**LIMITED FELLOW EMPLOYEE COVERAGE**

**SECTION II – LIABILITY COVERAGE – B. EXCLUSIONS 5. FELLOW EMPLOYEE** is replaced by the following:

**a.** "Bodily injury" to any fellow "employee" of the "insured" arising out of an in the course of the fellow "employees" employment or while performing duties related to the conduct of your business; or

**b.** the spouse, child, parent, brother or sister of the fellow "employee" as a consequence of Paragraph **a.** above.

However, this exclusion does not apply to liability incurred by your employees that are "executive officers".

Such coverage is excess over any other collectible insurance, and Paragraph **5. OTHER INSURANCE** of **B. GENERAL CONDITIONS** under **SECTION IV – BUSINESS AUTO CONDITIONS** is changed accordingly.

Any insurance provided by this provision **Limited fellow Employee Coverage** does not apply if separate fellow Employee Coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made part of this policy.

As used in this provision "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

**TOWING AND LABOR COVERAGE**

Paragraph **2. Towing** under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

With respect to any "private passenger auto" or "light truck" you own that is provided both Comprehensive Coverage and Collision Coverage in this policy, we will pay up to $100 for towing and labor costs incurred each time such "private passenger auto" or "light truck" is disabled, subject to the following additional provisions:

1. The labor must be performed at the place of disablement;
2. This coverage does not apply to stolen "autos".
3. As used with this coverage:
   a. "Private passenger auto" means a four wheel auto of the private passenger or station wagon type; and
   b. "Light truck" means a pick up or panel truck, sport utility vehicle or similar "auto", with a Gross Vehicle Weight (GVW) of 11,000 pounds or less.
   Gross Vehicle Weight (GVW) is the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

**GLASS BREAKAGE (WINDSHIELD REPAIR)**

Paragraph **3.** Glass Breakage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A –** the following is added:

**d.**If your windshield sustains damage resulting in a crack or chip that is deemed repairable and the repairs are completed, we will agree to waive your deductible.

**RENTAL REIMBURSEMENT COVERAGE**

Paragraph **4.** Coverage Extension under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to a covered "auto" you own, subject to the following additional provisions:

1. As used in the Rental Reimbursement Coverage provision, "auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads. However, "auto" does not include:
   a. "Mobile equipment", or
   b. Any other land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law where it is licensed or principally garaged.
2. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
3. No deductible applies to the coverage.
4. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
   a. The number of days reasonably required to repair or replace the covered "auto", or
   b. 45 days
5. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.

**b.** The maximum rental expenses shown below:
**(1)** $75 any one day;
**(2)** $3,375 because of "loss" to any one covered "auto".

**6.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**7.** The insurance afforded for **Rental Reimbursement Coverage** in this extension does not apply if separate Rental Reimbursement Coverage is issued by us as an endorsement and made part of this policy.

**AIRBAGS COVERAGE EXTENSIONS**

Paragraph **2. b.** contained in **SECTION III – PHYSICAL DAMAGE COVERAGE – B. EXCLUSIONS –** does not apply to the unintended discharge of an airbag. However, coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

**LIMITED LOAN/LEASE GAP COVERAGE**

The following is an added coverage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE:**

In the event of a covered total "loss" to a covered "auto" which is either owned by you or is long-term leased by you for a period of 12 consecutive months or longer, we will pay any unpaid amount due on your loan or lease for such covered "auto", subject to the following additional provisions:

**1.** We will only pay the lesser of:
**a.** The sum of such unpaid amount, less
**(1)** The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and
**(2)** Any:
**(a)** Overdue loan/lease payments at the time of the "loss",
**(b)** Financial penalties imposed under a lease or excessive use, abnormal wear and tear or high mileage;
**(c)** Security deposits not returned by the lessor;
**(d)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
**(e)** Carry-over balances from previous loans or leases; or
**b.** $2,000.

**2.** This extension does not apply to any "auto" that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

**WAIVER OF SUBRO BY CONTRACT OR AGREEMENT**

The following is added to Paragraph **A. 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** contained in **SECTION IV – BUSINESS AUTO CONDITIONS:**

Notwithstanding anything to the contrary in the previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for 'bodily injury", "property damage" or "loss" arising out of the operation, maintenance, use,

loading or unloading of a covered "auto" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:
   a. Made prior to the covered injury or damage; and
   b. In effect at the time of the covered injury or damage; and
2. The injury or damage arises out of the operations contemplated by such written contract or agreement.

This waiver applies on to such person or organization designated in such written contract or agreement.

**ADDITIONAL DEFINITIONS**

As used with this endorsement the following Definitions are added:

**"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

**"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**"Temporary worker"** means a person who is furnished to you as a substitute for a permanent "employee" on leave or to meet seasonal or short term workload conditions.

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 2 | LEASED/RENTED EQUIP. | RDO Equipment Co<br>5221 Midland Road<br>Billings, MT 59101 | Unit 1 |
| Loss Payee | | | |
| 3 | LEASED/RENTED EQUIP | US Bank Equipment Finance<br>1310 Madrid Street<br>Marshall, MN 56258 | Unit 1 |
| Mortgagee | | | |
| 1 | | FIRST INTERSTATE BANK<br>INSURANCE SERVICE CENTER<br>PO BOX 863329<br>Plano, TX 75086 | Unit 2 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

### FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML3 | 04-05 | Amendatory Endorsement #3 | | | | $500.00 |
| 000-ART | 07-15 | Artisan Contractor Forms | ALL | | | |
| BOP P 02 | 01-21 | Policyholder Notice | ALL MT | | | |
| BP0417 | 01-10 | Employment-Related Practices Exclusion | ALL MT | | | |
| BP0418 | 06-89 | Amendment-Liquor Liability Exclusion | ALL MT | | | |
| BP0517 | 01-06 | Exclusion - Silica or Silica-Related Dust | ALL | | | |
| BP1408 | 01-10 | Excl - Exterior Insulation and Finish Systems | ALL | | | |
| BP 00 03 | 05-22 | Montana Businessowners Coverage Form | ALL MT | | | |
| BP 02 01 | 01-10 | Montana Changes | ALL MT | | | |
| BP 05 01 | 07-02 | Calculation of Premium | ALL | | | |
| BP 05 15 | 12-20 | Disclosure Pursuant to TRIA | ALL | | | |
| BP 05 23 | 01-15 | Cap Losses from Certified Acts of Terrorism | ALL | | | |
| BP 05 77 | 01-06 | Fungi or Bacteria Exclusion (Liability) | ALL MT | | | |
| BP 14 86 | 07-13 | Communicable Disease Exclusion | ALL MT | | | |
| BP 15 04 | 12-23 | Excl - Access/Disclosure of Confidential Info | ALL MT | | | |
| BP 15 60 | 02-21 | Cyber Incident Exclusion | ALL | | | |
| BP 15 91 | 12-23 | Exclusion - PFAS | ALL | | | |
| BP0526M | 01-16 | Excl of Certified Acts of | ALL MT | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Terrorism Inv N/B/C | | | | |
| MFM 001 | 05-25 | Policyholder Notice | ALL | | | |
| MFM 001A | 03-20 | Midwest Family Mutual Service Fee Schedule | ALL | | | |
| MFMAC017 | 03-16 | Limited Exclusion - Wrap-Up Insurance Program | ALL | | | |
| MFMBP037 | 07-19 | Medical Expense at Your Request End | ALL MT | | | |
| MFMBP038 | 12-22 | Wind/Hail Loss Settlement Provisions | ALL MT | | | |
| MFMBP041 | 04-23 | War and Cyber War Exclusion | ALL MT | | | |
| MFMBP043 | 02-25 | Exclusion - PFAS Policyholders Notice | ALL | | | |
| MFMBP-02 | 09-15 | Asbestos Exclusion | ALL | | | |
| MWILP001 | 01-04 | US Treasury Dept OFAC Advisory Notice | ALL | | | |
| PRIV NTC | 12-22 | Privacy Policy Notice | ALL | | | |
| ART-0007 | 02-22 | Work Performed Exclusion | ALL | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-1 | | | |
| BP0498 | 01-10 | Employee Benefits Liability | ALL | | $1,000,000 | $425.00 |
| | | Employee Benefits Liability | | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 1-1 | | | |
| IH 68 04 | 05-17 | Boom Limitation | ALL | | | |
| MFMAC015 | 01-15 | Contractors Installation Coverage | 1-1 | 500 | | $469.00 |
| | | Max Limit per Location: 50000<br>Max Limit in Transit: 50000<br>Max Limit all Locations: 150000 | | | | |
| MFMAC016 | 01-16 | Contractors Tools and Equipment Coverage | ALL | | | |
| MFMAC021 | 02-25 | Incorp of Apps, Supporting Docs, and Represen | ALL MT | | | |
| MFMBP006 | 01-16 | Limited Pollution Cov-Work Sites | ALL | | | $750.00 |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 1-1 | | | |
| MFMBP036 | 09-18 | Ultimate Liability Advantage Endorsement | 1-1 | | | |
| MFMIL005 | 09-15 | Business Income/Extra Expense Limit | ALL | | | |
| IR 08 84 | 03-18 | Commercial (BOP/Garage) Identity Recovery Cov | ALL | $500 | 25,000 | $27.00 |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-2 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-2 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof | 1-2 | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Surfacing | | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-2 | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 2-1 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 2-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 2-1 | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 2-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 2-1 | | | |
| MFMBP040 | 05-23 | Roof Exclusion | 2-1 | | | |

| Veh | Address | City | State | Terr |
|---|---|---|---|---|
| 70 | 621 Charles Street | Billings | MT | 107 |
| 71 | 621 Charles Street | Billings | MT | 107 |
| 72 | 621 Charles Street | Billings | MT | 107 |
| 73 | 621 Charles Street | Billings | MT | 107 |
| 74 | 621 Charles Street | Billings | MT | 107 |
| 75 | 621 Charles Street | Billings | MT | 107 |
| 76 | 621 Charles Street | Billings | MT | 107 |
| 77 | 621 Charles Street | Billings | MT | 107 |
| 78 | 621 Charles Street | Billings | MT | 107 |

## Special Interest

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 1 | 2018 Ford F350 #2647 | Ford Motor Credit<br>PO Box 30201<br>College Station, TX 77842 | Unit 68 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML2 | 04-05 | Amendatory Endorsement #2 | | | | |
| 000-AUT | 07-15 | Commercial Auto Forms | | | | |
| CA0001 | 05-22 | Business Auto Coverage Form | ALL MT | | | |
| CA9944 | 12-90 | Loss Payable Clause | ALL | | | |
| CA 01 68 | 03-06 | Montana Garage Liability Changes | ALL MT | | | |
| CA 01 72 | 04-01 | Montana Changes-Medical Payments Coverage | ALL MT | | | |
| CA 02 20 | 10-03 | Montana Changes-Cancellation Non-Renewal | ALL MT | | | |
| CA 99 03 | 03-06 | Auto Medical Payments Coverage | ALL MT | | | |
| CA-23-85 | 01-06 | Exclusion of Terrorism Involving N/B/C | ALL MT | | | |
| IL0003 | 06-89 | Calculation of Premium | ALL | | | |
| IL0017 | 11-85 | Common Policy Conditions | ALL MT | | | |
| IL 00 21 | 09-08 | Nuclear Energy Liability Excl Endt-Broad Form | ALL MT | | | |
| IL 01 67 | 09-08 | Montana Changes-Conformity with Statutes | ALL MT | | | |
| IL 01 80 | 09-07 | MT Changes-Concealment, misrepresentation fra | ALL MT | | | |
| MFMCA005 | 05-20 | Business Auto Advantage Endorsement | ALL | | | $4,982.00 |
| | | 47 - Number of Vehicles | | | | |
| CA 20 54 | 10-01 | Employee Hired Auto | | | | |
| CA 99 33 | 10-13 | Employees as Insureds | | | | |
| CA 31 35 | 12-07 | MT Uninsured Motorists Coverage-Non-Stacked | | | | |
| CA 31 33 | 12-07 | MT Underinsured Motorists | | | | |

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Cov.Non-Stacked | | | | |

MFM ML3 04-05

## Amendatory Endorsement #3

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560139501

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ARTISAN CONTRACTOR COVERAGE FORM

SNOW PLOW PRODUCTS - COMPLETED OPERATIONS HAZARD COVERAGE

The following exception is added to Exclusion B/1.g Aircraft, Auto, or Watercraft in Section II - Liability:

This exclusion does not apply to "bodily injury" or "property damage" that:

(a) Is included in the "products-completed operations hazard", and
(b) Arises out of the use of any "auto" for snow or ice removal operations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

# ULTIMATE LIABILITY ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the BUSINESSOWNERS COVERAGE FORM and provides the following coverages:

| Coverage | Limits |
|---|---|
| **Bail Bonds** | **$5,000** |
| **Loss of Earnings** | **$1,000** |
| **Automatic Liability Coverage – Newly Acquired or Constructed Property** | **120 Days – Period of Coverage** |
| **Damage to Property- Borrowed Equipment** | **$5,000** |
| **Blanket Additional Insured – Primary & Non Contributory – Ongoing and Completed Operations** | **Included if required by Written Contract or Written Agreement** |
| **Damage to Premises Rented to You** | **$300,000** |
| **Contractual Liability – Railroad** | **Included in General Liability Limit** |
| **Blanket Waiver of Subrogation** | **Included if required by Written Agreement** |

The provisions of the Businessowners Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Businessowners Coverage Form:

**Bail Bonds, Loss of Earnings and Automatic Liability Coverage – Newly Acquired or Constructed Property**

**SECTION II – LIABILITY – A. Coverages – 1. Business Liability**
**f. Coverage Extension – Supplementary Payments** – The following is changed:
**(b)** Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for 'bodily injury" applies. We do not have to furnish these bonds. And;
**(d)** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

The following **Coverage Extension** is added:
**(3)** For any newly acquired or constructed property that is intended for the similar use and operation as described in the Declarations we will extend Liability coverage. That coverage will end when any of the following first occurs:
**(a)** This policy expires; or
**(b)** 120 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property.
We will charge you additional premium for the liability from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.
**Damage to Property – Borrowed Equipment**

The following change is made to **B. Exclusions – 1. Applicable To Business Liability Coverage**
**k. Damage To Property** – the following is added to **(4)**
This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $5,000 per occurrence.

**Blanket Additional Insured – Primary and Non Contributory – Ongoing and Completed Operations**

The following is added to **C. Who Is An Insured**
**3.** The following are also an insured.
**A.** Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or a written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
**1** Your acts or omissions;
**2** The acts or omissions of those acting on your behalf, and resulting from;

**(a)** Your ongoing operations performed for the additional insured;
**(b)** Your work completed as included in the "products completed operations hazard" performed for the additional insured.
**B.** However, regarding provision **A.** above:
**1.** We will not extend insurance coverage to any additional insured or organization:
**(a)** That is not provided to you in this policy; or
**(b)** That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement.
**C.** The insurance provided to the additional insured person or organization does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of your rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
**1.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change of orders or drawings and specifications; and
**2.** Supervisory inspection, architectural or engineering activities.
**D.** For the coverage here:
**1.** The insurance is primary with respects to our coverage for the additional insured person or organization where the written contract or written agreement requires this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
**2.** This insurance is excess over any other insurance, whether primary, excess, contingent or any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same occurrence, claim or suit. This provision does not apply to any policy which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**Damage to Premises Rented To You**

The following change is made to **D. Liability And Medical Expenses Limits Of Insurance** – paragraph **3.** Is deleted and replaced with the following:
**3.** The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is $300,000. This limit replaces the limit shown in the Declarations for Damage to Premises Rented to You.

**Contractual Liability – Railroad**

The following change is made to **F. Liability And Medical Expenses Definitions** – **9.** "Insured contract" is changed to include contractual liability – railroads. The definition of "insured contract" is replaced with the following:
**9.** "Insured contract" means:
**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owners is not an "insured contract";
**b.** A sidetrack agreement;
**c.** Any easement or license agreement;

**d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
**e.** An elevator maintenance agreement;
**f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph **f.** does not include that part of any contract or agreement:

- **(1)** That indemnified an architect, engineer or surveyor for injury or damage arising out of:
  - **a.** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **b.** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- **(2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

**Blanket Waiver of Subrogation**

**SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)** The following change is made to **K. Transfer Of Rights Of recovery Against Others To Us –** paragraph **2.** Is deleted and replaced with the following:
**2.** Applicable to Businessowners Liability Coverage:
If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

We waive any Right of Recovery we may have against any additional insured as required in a written agreement because of payments we make for injury or damage arising out of your ongoing operations or your work done under contract with that person or organization.

MFM ML1 04-05

## Amendatory Endorsement #1

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
NAME INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560146256
LINE OF BUSINESS: WORKER¿S COMPENSATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

BLANKET WAIVER OF SUBROGATION COVERAGE APPLIES

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS.

WE HAVE THE RIGHT TO RECOVER OUR PAYMENT FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT.

# YELLOWSTONE COUNTY
# INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and **John's Home and Yard Service Inc.**, herein referred to as "CONTRACTOR", whose address is **P.O. Box 21460, Billings, MT 59104.**

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as

**Work generally described as Snow Plowing within RSID 727 – Farnum Subdivision and additional services or conditions per attached scope of work & quotation - Exhibit A.**

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:
CONTRACT shall be in effect from **November 1, 2026 to April 30, 2027**. If mutually agreed by both parties, the contract may be extended twice for a term of one (1) year per extension.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of **$ 405.00 per plowing event, $ 150.00 per hour for other services, and Unit Rates for other conditions as described in Exhibit A.** CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's quote dated **October 22, 2026**
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A – Contract Scope of Work & Specifications, Quote Solicitation List, and RSID Location & Boundary Map attached hereto**

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

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

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

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

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

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid

wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

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

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

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

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

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

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

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

RSID 727

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 Nov 1 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
John's Home and Yard Service
Billings, MT 59104

Signature

General Manager
Title

# Yellowstone County RSID Snow Plowing Quote Sheet

**Please fill out and return a worksheet for each RSID Subdivision you elect to quote**

**COMPANY NAME: John's Home and Yard Service**

**RSID Name and Number: Farnum 727**

**RSID Event Committee Selection (Note 2" or 4" or Will-Call): 4"**

## BASE QUOTE RATES

**Base Quote (Lump Sum) Per Plowing Event (as per specific RSID Committee selection)**

**$ $405 /EACH (N/A if Will-Call Service Selection)**

**Additive Quote (Unit Price) Per Hour of Plowing Service / Will-Call Rate**

**$ $150 /HR Minimum Hourly Rate (Flat Fee or Min Hrs) $ $300 /LS or _____ HRS**

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**MAILING ADDRESS: P.O. Box 21460**

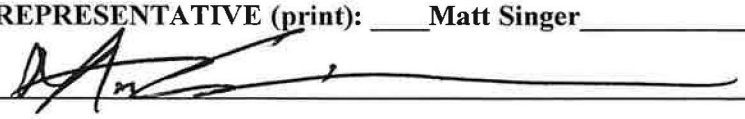
**CITY, STATE, ZIP CODE: Billings, MT 59104**

**TELEPHONE NUMBER: 406-652-8985**

**EMAIL ADRESS: msinger@jhys.com**

**MONTANA CONTRACTORS' LICENSE No. (if applicable): CCP-CCL-LIC-0148698**

**AUTHORIZED REPRESENTATIVE (print): Matt Singer**

**SIGNATURE:** 

**DATE: 10/22/2026**

---

I acknowledge receiving the following addenda (if applicable).

No. 1_____ No. 2 _____ (Initial)

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**ADDITIONAL SERVICES OFFERED/CONDITIONS –**

**Sanding Material Treatment / Ice-Melt Treatment:** YES __X____NO _____

**$ Fee Amount/Rates (if offered / provide clarifications):**

_____$350 Per Load of Sand (1 ton of sand)_____

---

**Holiday Service Restrictions:** YES _X_____NO _____

**Note Restricted Service Days (if any)**

---

**Christmas**

---

**$ Holiday Fee Premium Amount / Rate (if any / provide clarifications):**

___None_____

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**Multi-Year / Season Contract Offer (1 season term extension): YES ___X___NO _____**

**Note – If offered by Contractor, this option may be selected to reduce contracting administrative processes of the RSID, Yellowstone County and Contractor. If offered by Contractor, provide an extended contract Rate/Fee (e.g. $ fixed amount or % increase) adjustment (if any) to be applied for the succeeding year/season.**

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**5% increase in prices for each subsequent year.**

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**Any Other Conditions / Notations of Service Offerings:**

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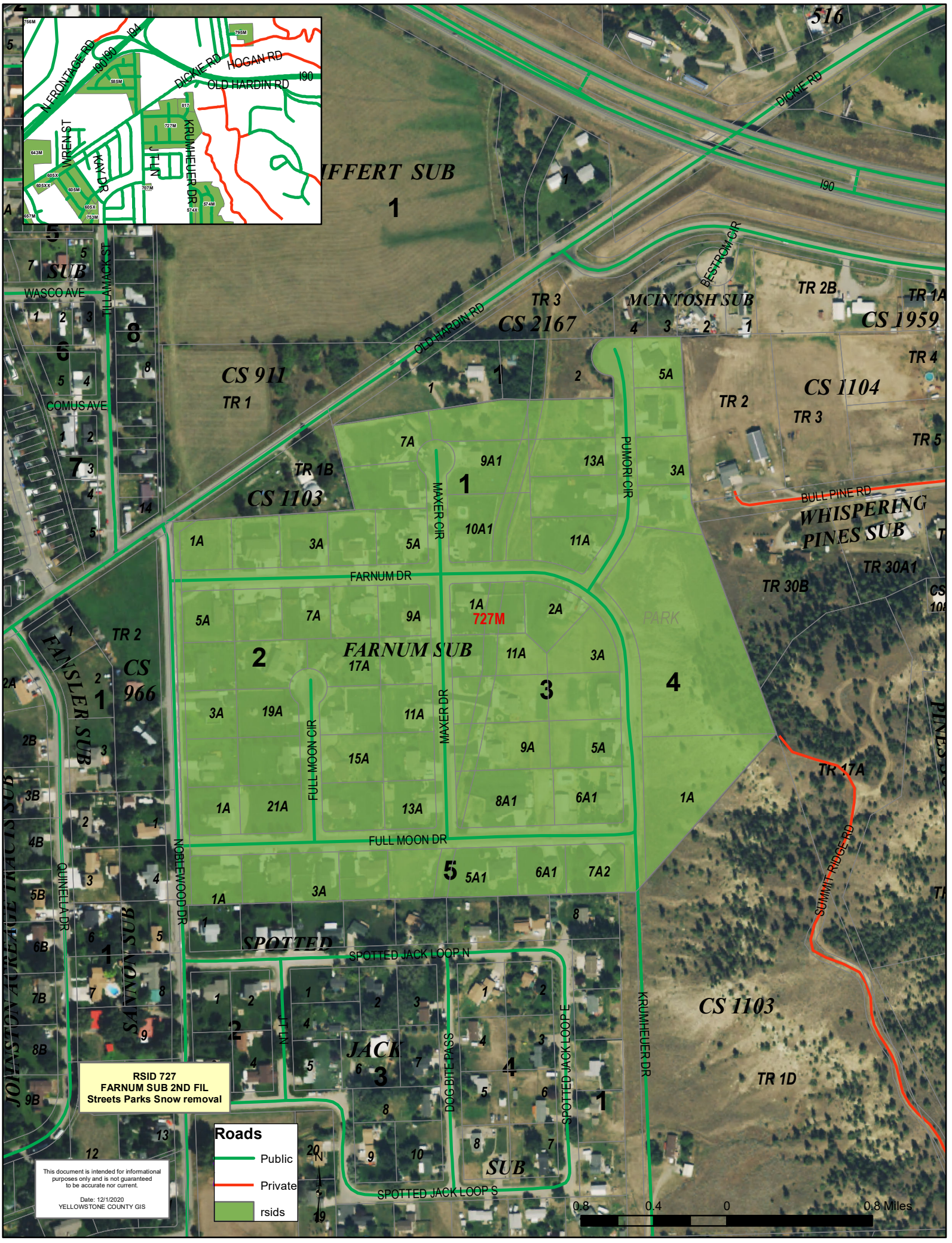
# EXHIBIT A

## Yellowstone County RSID Subdivision Snow Plowing
## Scope of Work & Specifications

- Provide Snow Plowing Lump Sum Rate "Per Event" Depth (2" or 4" inch) as selected by each RSID Committee (N/A if Committee Selects "Will-Call" Service)
    - Quote a Fixed Lump Sum Rate per Service of all streets and cul-de-sacs within the RSID mapped area
    - Quote Rate to include Automatic Service that is to occur once the designated depth threshold has been achieved and/or is anticipated (unless Will-Call Service)
    - RSID Ad-Hoc Committees may request snow plowing if less than the designated threshold has accumulated, but the committee must initiate this request directly with the Contractor
- Provide Snow Plowing Rate per Hour for Will-Call or other service call outs by the RSID Ad-Hoc Committees
    - Quote a Fixed Rate per Hour: Examples of call-out services
        - Will-Call Contract Service (Base Contract established at Hourly Rate only)
        - Drift Plowing / Slush Plowing
        - Partial / Other Plowing - TBD
- Provide Rate Quotes for Other Offered Winter Services
    - Sanding Treatment Rate
    - Ice-Melt Treatment Rate
    - Other Services (if any)
    - Application / Usage to be at request of and locations coordinated directly by RSID committee
- Provide Service Limitation Notations / Special Fees
    - Holiday Premium Days / Rates (if any)
    - Holiday Service Restrictions / Non-Service Days (if any)
    - Other Restrictions / Fees (if any)
- Guidelines for all Subdivision Plowing
    - Plowing to include all streets and cul-de-sacs
    - Punctual plowing performance is expected per event
    - Driveways and Mailboxes are not to be plowed in with windrow stockpiles
    - Landscaping / Signage / Mailbox / Other Property Damage that occurs beyond the edge of roadway is to be repaired or replaced at Contractors Expense and coordinated with Property Owner(s) and is considered incidental to Contract Rates.
    - Coordinate with RSID Ad-Hoc Committee and Property Owners as necessary
- NOTE: <u>All road alignments colored dark green (designated as Public Roads) AND WITHIN THE BOUNDARIES of the mapped subdivisions are to be considered a road surface to be plowed and subject to receive service via the RSID program of the RSID subdivision(s) quoted.</u> Contractors interested in submitting price quotes are encouraged to visit the site(s) to obtain and verify their own measurements of lengths, widths, slopes and any other conditions to consider as needed to perform this work. Provided RSID road lengths are approximate only and will not be considered cause for contract rate adjustments.
- Price Quotes shall include all labor, equipment, and tools necessary for the noted service(s)

# YCPW 2026 RSID Snow Plowing Solicitation List *

| Quote List No. | RSID No. | RSID Name | RSID Service Selection | Approximate Rd Lengths - MILES | | RSID Location Clarifications/Notes: |
|---|---|---|---|---|---|---|
| 1 | 651 | Cloverleaf Meadows | 2" | 1.6 | | |
| 2 | 667 | White Tail | 2" | 0.2 | | |
| 3 | 671 | Blue Creek View | 2" | 1.5 | | **ALL Gravel Roads** |
| 4 | 675 | Oak Ridge ***PH 1*** | 2" | 0.6 | | |
| 5 | 688 | Eagle Bend | Will-Call | 4.0 | | **ALL Gravel Roads** |
| 6 | 689 | Saddleback Ridge | 2" | 2.3 | | |
| 7 | 698 | Sierra Estates | *4" Event* | 2.8 | | |
| 8 | 701 | Pheasant Brook | 2" | 2.5 | | |
| 9 | 703 | Beartooth Pointe | 2" | 1.0 | | ***Requires Sanding and/or Ice Treatment*** |
| 10 | 709 | Clarks Fork ***RIVER RANCH*** | 2" | 1.2 | | AKA Clarks Point Drive |
| 11 | 713/715 | Tanglewood | 2" | 3.7 | | ***Combine the 2 RSID Maps*** |
| 12 | 720 | Lone Eagle | 2" | 2.0 | | ***MAY require Sanding and/or Ice Treatment*** |
| 13 | 723 | Clarks Fork ***ESTATES*** | 4" Event | 0.15 | | **ALL Gravel Roads** |
| 14 | 727 | Farnum | 4" Event | 1.1 | | |
| 15 | 728 | Linlee Lakes | 2" | 1.6 | | |
| 16 | 757 | Huntley Estates | Will-Call | 1.3 | | |
| 17 | 761 | Vista Buttes | 2" | 1.2 | | |
| 18 | 769 | Brookwood | 4" Event | 2.7 | | |
| 19 | 773 | West Meadows | 2" | 3.2 | | **PARTIAL Gravel Roads;** ***EXCLUDE So Homewood Park Dr N of Penta Cir; EXCLUDE W Bird Way S of White Pine Cir*** |
| 20 | 776 | Pryor Creek | 2" | 1.7 | | |
| 21 | 779 | Twin Coulee | 4" Event | 1.3 | | AKA Sanctuary Canyon |
| 22 | 786 | Grizzly Creek | 4" Event | 0.5 | | |
| 23 | 803 | Indian Cliffs | 4" Event | 3.5 | | ***INCLUDE Apache Trail from Hwy 3 to beginning of RSID Subdivision roads*** |
| 24 | 806 | River Ranch ***RETREAT*** | 4" Event | 1.5 | | |
| 25 | 820 | Crest View | 2" | 0.2 | | |
| 26 | 850 | Bar 11 | 2" | 4.6 | | ***INCLUDE Hawthorn Ln to 650 S of Bull Park; EXCLUDE Plateau Rd and Muckle Trl beyond 200 ft W of Derby St; Exclude all unfinished roads N & W of Bar 11 & Windy Point intersection; EXCLUDE all unfinished roads S of Windy Point & Bull Park intersection*** |
| 27 | 852 | MacKenzie Meadow | 2" | 2.75 | | ***INCLUDE all of Abby Rd from S 56th St through Subdivision; EXCLUDE Callies St and Kenzie St beyond 200 ft east of Abby Rd*** |
| 28 | 861 | Sundance | 2" | 1.8 | | |
| 29 | 887 | Stone Creek | 4" Event | 1.0 | | |
| 30 | 730 | Emerald Eagle | 2" | 1.4 | | *** Added RSID location 10/20/26** |


RSID 727
FARNUM SUB 2ND FIL
Streets Parks Snow removal
Roads
Public
Private
rsids
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 12/1/2020
YELLOWSTONE COUNTY GIS
0.8 0.4 0 0.8 Miles
FARNUM SUB
SPOTTED JACK SUB
CS 911
CS 1103
CS 2167
CS 1959
CS 1104
CS 966
MCINTOSH SUB
WHISPERING PINES SUB
JOHNSTON ACREAGE TRACTS SUB
SANNON SUB
FANSLER SUB
727M
PARK
FARNUM DR
FULL MOON DR
FULL MOON CIR
MAXER CIR
MAXER DR
PUMORI CIR
BESTROM CIR
OLD HARDIN RD
DICKIE RD
I90
BULL PINE RD
SUMMIT RIDGE RD
KRUMHEUER DR
DOG BITE PASS
SPOTTED JACK LOOP E
SPOTTED JACK LOOP N
SPOTTED JACK LOOP S
NOBLEWOOD DR
QUINELLA DR
FANSLER DR
TILLAMACK ST
WASCO AVE
COMUS AVE
WREN ST
HAWK DR
HOGAN RD
N FRONTAGE RD
TR 1
TR 1B
TR 2
TR 3
TR 4
TR 5
TR 1A
TR 2B
TR 30A1
TR 30B
TR 17A
TR 1D

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2026

**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**
Leavitt Great West Insurance Services, LLC
3067 Cabernet Drive
Suite 3
Helena MT 59601

**CONTACT NAME:** Lyndie Kraft
**PHONE (A/C, No, Ext):** (877) 229-4553 **FAX (A/C, No):** (866) 751-8096
**E-MAIL ADDRESS:** lyndie-kraft@leavitt.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Midwest Family Mutual Insurance Company | 23574 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
John's Home & Yard Service LLC
PO Box 21460
Billings MT 59104

**COVERAGES** **CERTIFICATE NUMBER:** Rvsd Mstr PK **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Explosion Full Time | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Uninsured/Underinsured Motorist B | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | CPMT050449042 | 09/01/2026 | 09/01/2027 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

Certificate Holder is Additional Insured with Waiver of Subrogation on a Primary & Non-Contributory basis in regards to General Liability, Auto Liability, and Work Comp. See MFMBP036 (09-18), MFMCA005 (05-20), and NC300 (04/23) Matt Singer is excluded from Workers Compensation.

**CERTIFICATE HOLDER**
Yellowstone County
PO Box 35024
Billings MT 59107

**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.**

**AUTHORIZED REPRESENTATIVE**
Lyndie Kraft


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**The ACORD name and logo are registered marks of ACORD**

# ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Employee Benefits | EBLIA | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Explosion Part Time | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | 1,000 | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Medical payments | MEDPM | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 5,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
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| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
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| Ref # | Description | Coverage Code | Form No. | Edition Date |
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| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
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| Ref # | Description | Coverage Code | Form No. | Edition Date |
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| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
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| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO ADVANTAGE ENDORSEMENT**

This endorsement modifies insurance provided under the BUSINESS AUTO COVERAGE FORM – CA 00 01 12 90 – and provides the following coverages:

| Coverage | Limit or Included |
|---|---|
| **Additional Insured By Contract Or Agreement** | **Included** |
| **Airbags Coverage Extension** | **Included** |
| **Employees As Insureds** | **Included** |
| **Employee Hired Autos** | **$65,000** |
| **Glass Breakage (Windshield Repair)** | **Deductible waived** |
| **Hired Auto Physical Damage Coverage** | **$65,000** |
| • **Loss of Use** | **$300 Per Day**<br>**$2100 Maximum** |
| **Limited Fellow Employee Coverage** | **Included** |
| **Limited Loan/Lease Gap Coverage** | **$2,000** |
| **Newly Formed Or Acquired Entities** | **Included** |
| **Rental Reimbursement Coverage** | **45 Days**<br>**$75 Maximum Per Day**<br>**$3,375 Maximum To Any One Covered Auto**<br>**$15,000 Maximum Rental Expenses In Any One Policy Period** |
| **Supplementary Payments – Increased Limits:** | |
| • **Bail Bonds** | **$3,000** |
| • **Loss Of Earnings (Per Day)** | **$1,000** |
| **Towing And Labor** | **$100** |
| **Waiver Of Subrogation By Contract or Agreement** | **Included** |

The provisions of the Business Auto Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Business Auto Coverage Form:

**EMPLOYEE HIRED AUTOS**

**A. Changes in Liability Coverage**
The following is added to the **Who is an Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**B. Changes in General Conditions**
Paragraph **5.b.** of the **Other Insurance** Condition is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**1.** Any covered "auto" you lease, hire, rent or borrow; and

**2.** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**C. Limit of Insurance**
The most we will pay in any one "loss" will be the lesser of:

**(1)** The actual cash value of the damaged or stolen"auto" as of the time of the "loss";

**(2)** The cost to repair or replace the damaged or stolen "auto" as of the time of the "loss";

**(3)** $65,000.

**HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for **Covered Autos Liability Coverage** in the policy, then such **Physical Damage Coverage** that is provided in this policy for your owned "autos" will be extended to certain "autos" you lease, hire, rent or borrow, subject to the following additional provisions:

**1.** This extension for **Hired Auto Physical Damage Coverage** does not apply to:

**a.** Any "auto" you lease, hire, rent or borrow that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;

**b.** Any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households; or

**c.** Any other "auto" you lease, hire, rent, or borrow:

**(1)** For a period of more than 30 days; or

**(2)** With a driver.

2. **Physical Damage Coverage**
The **Physical Damage Coverage** provided will be:
**(a)** With respect to the Other Than Collision coverage;
**(1)** Comprehensive Coverage if any covered "auto" owned by you has this coverage under the policy; or,
**(2)** Specified Causes Of Loss Coverage if, under this policy any covered "auto" owned by you has this coverage and no other covered "auto" owned by you has Comprehensive Coverage; and
**(b)** Collision Coverage if any covered "auto" owned by you has this coverage under this policy.

3. **Limit Of Insurance**
The most we will pay in any one "loss" will be the lesser of:
**a.** The actual cash value of the damaged or stolen "auto" as of the time of the "loss";
**b.** The cost to repair or replace the damaged or stolen "auto" with the other property of like kind and quality; or
**c.** $65,000,
Except that such amount will be reduced by a deductible as determined in paragraph **4.** below.

4. **Deductible**
Our obligation to pay for, repair, return or replace such damaged or stolen covered "auto" will be reduced by a deductible for coverage afforded in **2.(a)** and **2.(b)** above equal to the amount of the largest deductible applicable for that coverage to any covered "auto" owned by you. However, no deductible will apply to "loss" caused by fire or lightning.

5. **Loss Of Use**
For any "auto" which is a covered "auto" under this extension **Hired Auto Physical Damage Coverage,** and subject to the coverages provided under paragraph **2. Physical Damage Coverage** above, we will also pay expenses for loss of use of such "auto", subject to the following additional provisions:
**a.** Such "auto": is leased or rented under a written rental contract or agreement;
**b.** Such loss of use is a direct consequence of a "loss" covered under this extension **Hired Auto Physical Damage Coverage:**
**(1)** For which an "insured" is legally responsible; and
**(2)** As a result of which the leasing or rental entity sustains a monetary loss;
**c.** The most we will pay for any expenses for loss of use is $300 per day, subject to a maximum of $2,100.

6. **Other Insurance**
Coverage under this extension **Hired Auto Physical Damage Coverage** will be excess over any other valid and collectible insurance available to the "insured".

**ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**

1. **SECTION II – LIABILITY COVERAGE A. 1. WHO IS AN INSURED** is changed to add as an additional insured any person or organization when you and such person or organization have agreed in writing

in a contract or agreement that such person or organization can be added as an additional insured on your policy, subject to the following additional provisions.

**a.** Such person or organization is an additional insured only with respect to their vicarious legal responsibility for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto", and then only to the extent of that liability.

**b.** Such person or organization is not an additional insured for any covered "auto" owned by, hired from, or borrowed from such person or organization or a member of such person's household.

**c.** Such written contract or agreement must be executed prior to, and be in effect at the time of, the "bodily injury" or "property damage".

**d.** Paragraph **F.** "Insured Contract" contained in **SECTION V – DEFINITIONS** is changed to add sub-paragraph **d.** to the end of that definition, as follows:
An "Insured Contract" does not include that part of any contract or agreement:
**d.** That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other that the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto".

**2.** None of the following shall be an additional insured under this endorsement:
**a.** Any motor carrier for hire or his or her "employees"; or
**b.** Any rail, water or air carrier or their "employees"
for any covered "auto".

**3.** Paragraph **A. 1. WHO IS AN INSURED** paragraph **c.** is deleted and replaced with the following provisions:
**c.** The additional insured is not required to pay any premiums stated in the policy or earned from the policy. Any return premium shall be payable to you.
**d.** You are authorized to act for the additional insured in all matters pertaining to this insurance.
**e.** the additional insured will retain any right of recovery as a claimant under this policy.

**EMPLOYEES AS INSUREDS**

**SECTION II – LIABILITY COVERAGE – A. 1. WHO IS AN INSURED** is changed to the following provision.

Any "employee" of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision **Employees As Insureds,** does not apply if separate Employees As Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

**NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

The Named Insured shown in the Business Auto Declarations is amended to include any organization you newly form or acquire, other than:

**(i)** A partnership, joint venture, or limited liability company; or

**(ii)** An organization excluded by the provisions of this policy or by endorsement,

and over which you maintain ownership or majority interest of more than 50%, subject to the following additional provisions:

**1.** This insurance does not apply to any newly formed or acquired organization that is an "insured" under such policy but for its termination or the exhaustion of its Limits of Insurance.

**2.** Coverage under this provision does not apply to injury, damage, expense, or "loss" that occurred before you formed or acquired the organization.

**3.** Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, or the end of the policy period, whichever is earlier.

**SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

The following changes are made to **SECTION II – LIABILITY COVERAGE – A. 2. COVERAGE EXTENSIONS:**

**1.** The limit shown in Subparagraph **(2)** for the cost of bail bonds is changed from $250 to $3,000.

**2.** The limit shown in Subparagraph **(4)** for all reasonable expenses incurred at our request, including actual loss of earnings because of time off work, is changed from $100 to $1,000 per day.

**LIMITED FELLOW EMPLOYEE COVERAGE**

**SECTION II – LIABILITY COVERAGE – B. EXCLUSIONS 5. FELLOW EMPLOYEE** is replaced by the following:

**a.** "Bodily injury" to any fellow "employee" of the "insured" arising out of an in the course of the fellow "employees" employment or while performing duties related to the conduct of your business; or

**b.** the spouse, child, parent, brother or sister of the fellow "employee" as a consequence of Paragraph **a.** above.

However, this exclusion does not apply to liability incurred by your employees that are "executive officers".

Such coverage is excess over any other collectible insurance, and Paragraph **5. OTHER INSURANCE** of **B. GENERAL CONDITIONS** under **SECTION IV – BUSINESS AUTO CONDITIONS** is changed accordingly.

Any insurance provided by this provision **Limited fellow Employee Coverage** does not apply if separate fellow Employee Coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made part of this policy.

As used in this provision "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

**TOWING AND LABOR COVERAGE**

Paragraph **2. Towing** under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

With respect to any "private passenger auto" or "light truck" you own that is provided both Comprehensive Coverage and Collision Coverage in this policy, we will pay up to $100 for towing and labor costs incurred each time such "private passenger auto" or "light truck" is disabled, subject to the following additional provisions:

1. The labor must be performed at the place of disablement;
2. This coverage does not apply to stolen "autos".
3. As used with this coverage:
   a. "Private passenger auto" means a four wheel auto of the private passenger or station wagon type; and
   b. "Light truck" means a pick up or panel truck, sport utility vehicle or similar "auto", with a Gross Vehicle Weight (GVW) of 11,000 pounds or less.
   Gross Vehicle Weight (GVW) is the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

**GLASS BREAKAGE (WINDSHIELD REPAIR)**

Paragraph **3.** Glass Breakage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A –** the following is added:

**d.**If your windshield sustains damage resulting in a crack or chip that is deemed repairable and the repairs are completed, we will agree to waive your deductible.

**RENTAL REIMBURSEMENT COVERAGE**

Paragraph **4.** Coverage Extension under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to a covered "auto" you own, subject to the following additional provisions:

1. As used in the Rental Reimbursement Coverage provision, "auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads. However, "auto" does not include:
   a. "Mobile equipment", or
   b. Any other land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law where it is licensed or principally garaged.
2. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
3. No deductible applies to the coverage.
4. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
   a. The number of days reasonably required to repair or replace the covered "auto", or
   b. 45 days
5. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.

**b.** The maximum rental expenses shown below:
**(1)** $75 any one day;
**(2)** $3,375 because of "loss" to any one covered "auto".

**6.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**7.** The insurance afforded for **Rental Reimbursement Coverage** in this extension does not apply if separate Rental Reimbursement Coverage is issued by us as an endorsement and made part of this policy.

**AIRBAGS COVERAGE EXTENSIONS**

Paragraph **2. b.** contained in **SECTION III – PHYSICAL DAMAGE COVERAGE – B. EXCLUSIONS –** does not apply to the unintended discharge of an airbag. However, coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

**LIMITED LOAN/LEASE GAP COVERAGE**

The following is an added coverage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE:**

In the event of a covered total "loss" to a covered "auto" which is either owned by you or is long-term leased by you for a period of 12 consecutive months or longer, we will pay any unpaid amount due on your loan or lease for such covered "auto", subject to the following additional provisions:

**1.** We will only pay the lesser of:
**a.** The sum of such unpaid amount, less
**(1)** The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and
**(2)** Any:
**(a)** Overdue loan/lease payments at the time of the "loss",
**(b)** Financial penalties imposed under a lease or excessive use, abnormal wear and tear or high mileage;
**(c)** Security deposits not returned by the lessor;
**(d)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
**(e)** Carry-over balances from previous loans or leases; or
**b.** $2,000.

**2.** This extension does not apply to any "auto" that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

**WAIVER OF SUBRO BY CONTRACT OR AGREEMENT**

The following is added to Paragraph **A. 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** contained in **SECTION IV – BUSINESS AUTO CONDITIONS:**

Notwithstanding anything to the contrary in the previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for 'bodily injury", "property damage" or "loss" arising out of the operation, maintenance, use,

loading or unloading of a covered "auto" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:
   a. Made prior to the covered injury or damage; and
   b. In effect at the time of the covered injury or damage; and
2. The injury or damage arises out of the operations contemplated by such written contract or agreement.

This waiver applies on to such person or organization designated in such written contract or agreement.

**ADDITIONAL DEFINITIONS**

As used with this endorsement the following Definitions are added:

**"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

**"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**"Temporary worker"** means a person who is furnished to you as a substitute for a permanent "employee" on leave or to meet seasonal or short term workload conditions.

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 2 | LEASED/RENTED EQUIP. | RDO Equipment Co<br>5221 Midland Road<br>Billings, MT 59101 | Unit 1 |
| Loss Payee | | | |
| 3 | LEASED/RENTED EQUIP | US Bank Equipment Finance<br>1310 Madrid Street<br>Marshall, MN 56258 | Unit 1 |
| Mortgagee | | | |
| 1 | | FIRST INTERSTATE BANK<br>INSURANCE SERVICE CENTER<br>PO BOX 863329<br>Plano, TX 75086 | Unit 2 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

### FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML3 | 04-05 | Amendatory Endorsement #3 | | | | $500.00 |
| 000-ART | 07-15 | Artisan Contractor Forms | ALL | | | |
| BOP P 02 | 01-21 | Policyholder Notice | ALL MT | | | |
| BP0417 | 01-10 | Employment-Related Practices Exclusion | ALL MT | | | |
| BP0418 | 06-89 | Amendment-Liquor Liability Exclusion | ALL MT | | | |
| BP0517 | 01-06 | Exclusion - Silica or Silica-Related Dust | ALL | | | |
| BP1408 | 01-10 | Excl - Exterior Insulation and Finish Systems | ALL | | | |
| BP 00 03 | 05-22 | Montana Businessowners Coverage Form | ALL MT | | | |
| BP 02 01 | 01-10 | Montana Changes | ALL MT | | | |
| BP 05 01 | 07-02 | Calculation of Premium | ALL | | | |
| BP 05 15 | 12-20 | Disclosure Pursuant to TRIA | ALL | | | |
| BP 05 23 | 01-15 | Cap Losses from Certified Acts of Terrorism | ALL | | | |
| BP 05 77 | 01-06 | Fungi or Bacteria Exclusion (Liability) | ALL MT | | | |
| BP 14 86 | 07-13 | Communicable Disease Exclusion | ALL MT | | | |
| BP 15 04 | 12-23 | Excl - Access/Disclosure of Confidential Info | ALL MT | | | |
| BP 15 60 | 02-21 | Cyber Incident Exclusion | ALL | | | |
| BP 15 91 | 12-23 | Exclusion - PFAS | ALL | | | |
| BP0526M | 01-16 | Excl of Certified Acts of | ALL MT | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Terrorism Inv N/B/C | | | | |
| MFM 001 | 05-25 | Policyholder Notice | ALL | | | |
| MFM 001A | 03-20 | Midwest Family Mutual Service Fee Schedule | ALL | | | |
| MFMAC017 | 03-16 | Limited Exclusion - Wrap-Up Insurance Program | ALL | | | |
| MFMBP037 | 07-19 | Medical Expense at Your Request End | ALL MT | | | |
| MFMBP038 | 12-22 | Wind/Hail Loss Settlement Provisions | ALL MT | | | |
| MFMBP041 | 04-23 | War and Cyber War Exclusion | ALL MT | | | |
| MFMBP043 | 02-25 | Exclusion - PFAS Policyholders Notice | ALL | | | |
| MFMBP-02 | 09-15 | Asbestos Exclusion | ALL | | | |
| MWILP001 | 01-04 | US Treasury Dept OFAC Advisory Notice | ALL | | | |
| PRIV NTC | 12-22 | Privacy Policy Notice | ALL | | | |
| ART-0007 | 02-22 | Work Performed Exclusion | ALL | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-1 | | | |
| BP0498 | 01-10 | Employee Benefits Liability | ALL | | $1,000,000 | $425.00 |
| | | Employee Benefits Liability | | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 1-1 | | | |
| IH 68 04 | 05-17 | Boom Limitation | ALL | | | |
| MFMAC015 | 01-15 | Contractors Installation Coverage | 1-1 | 500 | | $469.00 |
| | | Max Limit per Location: 50000<br>Max Limit in Transit: 50000<br>Max Limit all Locations: 150000 | | | | |
| MFMAC016 | 01-16 | Contractors Tools and Equipment Coverage | ALL | | | |
| MFMAC021 | 02-25 | Incorp of Apps, Supporting Docs, and Represen | ALL MT | | | |
| MFMBP006 | 01-16 | Limited Pollution Cov-Work Sites | ALL | | | $750.00 |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 1-1 | | | |
| MFMBP036 | 09-18 | Ultimate Liability Advantage Endorsement | 1-1 | | | |
| MFMIL005 | 09-15 | Business Income/Extra Expense Limit | ALL | | | |
| IR 08 84 | 03-18 | Commercial (BOP/Garage) Identity Recovery Cov | ALL | $500 | 25,000 | $27.00 |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-2 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-2 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof | 1-2 | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Surfacing | | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-2 | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 2-1 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 2-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 2-1 | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 2-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 2-1 | | | |
| MFMBP040 | 05-23 | Roof Exclusion | 2-1 | | | |

| Veh | Address | City | State | Terr |
|---|---|---|---|---|
| 70 | 621 Charles Street | Billings | MT | 107 |
| 71 | 621 Charles Street | Billings | MT | 107 |
| 72 | 621 Charles Street | Billings | MT | 107 |
| 73 | 621 Charles Street | Billings | MT | 107 |
| 74 | 621 Charles Street | Billings | MT | 107 |
| 75 | 621 Charles Street | Billings | MT | 107 |
| 76 | 621 Charles Street | Billings | MT | 107 |
| 77 | 621 Charles Street | Billings | MT | 107 |
| 78 | 621 Charles Street | Billings | MT | 107 |

## Special Interest

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 1 | 2018 Ford F350 #2647 | Ford Motor Credit<br>PO Box 30201<br>College Station, TX 77842 | Unit 68 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML2 | 04-05 | Amendatory Endorsement #2 | | | | |
| 000-AUT | 07-15 | Commercial Auto Forms | | | | |
| CA0001 | 05-22 | Business Auto Coverage Form | ALL MT | | | |
| CA9944 | 12-90 | Loss Payable Clause | ALL | | | |
| CA 01 68 | 03-06 | Montana Garage Liability Changes | ALL MT | | | |
| CA 01 72 | 04-01 | Montana Changes-Medical Payments Coverage | ALL MT | | | |
| CA 02 20 | 10-03 | Montana Changes-Cancellation Non-Renewal | ALL MT | | | |
| CA 99 03 | 03-06 | Auto Medical Payments Coverage | ALL MT | | | |
| CA-23-85 | 01-06 | Exclusion of Terrorism Involving N/B/C | ALL MT | | | |
| IL0003 | 06-89 | Calculation of Premium | ALL | | | |
| IL0017 | 11-85 | Common Policy Conditions | ALL MT | | | |
| IL 00 21 | 09-08 | Nuclear Energy Liability Excl Endt-Broad Form | ALL MT | | | |
| IL 01 67 | 09-08 | Montana Changes-Conformity with Statutes | ALL MT | | | |
| IL 01 80 | 09-07 | MT Changes-Concealment, misrepresentation fra | ALL MT | | | |
| MFMCA005 | 05-20 | Business Auto Advantage Endorsement | ALL | | | $4,982.00 |
| | | 47 - Number of Vehicles | | | | |
| CA 20 54 | 10-01 | Employee Hired Auto | | | | |
| CA 99 33 | 10-13 | Employees as Insureds | | | | |
| CA 31 35 | 12-07 | MT Uninsured Motorists Coverage-Non-Stacked | | | | |
| CA 31 33 | 12-07 | MT Underinsured Motorists | | | | |

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Cov.Non-Stacked | | | | |

MFM ML3 04-05

## Amendatory Endorsement #3

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560139501

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ARTISAN CONTRACTOR COVERAGE FORM

SNOW PLOW PRODUCTS - COMPLETED OPERATIONS HAZARD COVERAGE

The following exception is added to Exclusion B/1.g Aircraft, Auto, or Watercraft in Section II - Liability:

This exclusion does not apply to "bodily injury" or "property damage" that:

(a) Is included in the "products-completed operations hazard", and
(b) Arises out of the use of any "auto" for snow or ice removal operations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

# ULTIMATE LIABILITY ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the BUSINESSOWNERS COVERAGE FORM and provides the following coverages:

| Coverage | Limits |
|---|---|
| **Bail Bonds** | **$5,000** |
| **Loss of Earnings** | **$1,000** |
| **Automatic Liability Coverage – Newly Acquired or Constructed Property** | **120 Days – Period of Coverage** |
| **Damage to Property- Borrowed Equipment** | **$5,000** |
| **Blanket Additional Insured – Primary & Non Contributory – Ongoing and Completed Operations** | **Included if required by Written Contract or Written Agreement** |
| **Damage to Premises Rented to You** | **$300,000** |
| **Contractual Liability – Railroad** | **Included in General Liability Limit** |
| **Blanket Waiver of Subrogation** | **Included if required by Written Agreement** |

The provisions of the Businessowners Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Businessowners Coverage Form:

**Bail Bonds, Loss of Earnings and Automatic Liability Coverage – Newly Acquired or Constructed Property**

**SECTION II – LIABILITY – A. Coverages – 1. Business Liability**
**f. Coverage Extension – Supplementary Payments** – The following is changed:
**(b)** Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for 'bodily injury" applies. We do not have to furnish these bonds. And;
**(d)** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

The following **Coverage Extension** is added:
**(3)** For any newly acquired or constructed property that is intended for the similar use and operation as described in the Declarations we will extend Liability coverage. That coverage will end when any of the following first occurs:
**(a)** This policy expires; or
**(b)** 120 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property.
We will charge you additional premium for the liability from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.
**Damage to Property – Borrowed Equipment**

The following change is made to **B. Exclusions – 1. Applicable To Business Liability Coverage**
**k. Damage To Property** – the following is added to **(4)**
This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $5,000 per occurrence.

**Blanket Additional Insured – Primary and Non Contributory – Ongoing and Completed Operations**

The following is added to **C. Who Is An Insured**
**3.** The following are also an insured.
**A.** Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or a written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
**1** Your acts or omissions;
**2** The acts or omissions of those acting on your behalf, and resulting from;

**(a)** Your ongoing operations performed for the additional insured;
**(b)** Your work completed as included in the "products completed operations hazard" performed for the additional insured.
**B.** However, regarding provision **A.** above:
**1.** We will not extend insurance coverage to any additional insured or organization:
**(a)** That is not provided to you in this policy; or
**(b)** That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement.
**C.** The insurance provided to the additional insured person or organization does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of your rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
**1.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change of orders or drawings and specifications; and
**2.** Supervisory inspection, architectural or engineering activities.
**D.** For the coverage here:
**1.** The insurance is primary with respects to our coverage for the additional insured person or organization where the written contract or written agreement requires this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
**2.** This insurance is excess over any other insurance, whether primary, excess, contingent or any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same occurrence, claim or suit. This provision does not apply to any policy which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**Damage to Premises Rented To You**

The following change is made to **D. Liability And Medical Expenses Limits Of Insurance** – paragraph **3.** Is deleted and replaced with the following:
**3.** The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is $300,000. This limit replaces the limit shown in the Declarations for Damage to Premises Rented to You.

**Contractual Liability – Railroad**

The following change is made to **F. Liability And Medical Expenses Definitions** – **9.** "Insured contract" is changed to include contractual liability – railroads. The definition of "insured contract" is replaced with the following:
**9.** "Insured contract" means:
**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owners is not an "insured contract";
**b.** A sidetrack agreement;
**c.** Any easement or license agreement;

**d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
**e.** An elevator maintenance agreement;
**f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph **f.** does not include that part of any contract or agreement:

- **(1)** That indemnified an architect, engineer or surveyor for injury or damage arising out of:
  - **a.** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **b.** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- **(2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

**Blanket Waiver of Subrogation**

**SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)** The following change is made to **K. Transfer Of Rights Of recovery Against Others To Us –** paragraph **2.** Is deleted and replaced with the following:
**2.** Applicable to Businessowners Liability Coverage:
If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

We waive any Right of Recovery we may have against any additional insured as required in a written agreement because of payments we make for injury or damage arising out of your ongoing operations or your work done under contract with that person or organization.

MFM ML1 04-05

## Amendatory Endorsement #1

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
NAME INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560146256
LINE OF BUSINESS: WORKER¿S COMPENSATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

BLANKET WAIVER OF SUBROGATION COVERAGE APPLIES

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS.

WE HAVE THE RIGHT TO RECOVER OUR PAYMENT FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT.

# YELLOWSTONE COUNTY
# INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and **John's Home and Yard Service Inc.**, herein referred to as "CONTRACTOR", whose address is **P.O. Box 21460, Billings, MT 59104.**

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as

**Work generally described as Snow Plowing within RSID 757 – Huntley Estates Subdivision and additional services or conditions per attached scope of work & quotation - Exhibit A.**

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:
CONTRACT shall be in effect from **November 1, 2026 to April 30, 2027**. If mutually agreed by both parties, the contract may be extended twice for a term of one (1) year per extension.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of **$ 600.00 per plowing event, $ 150.00 per hour for other services, and Unit Rates for other conditions as described in Exhibit A.** CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's quote dated **October 22, 2026**
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A – Contract Scope of Work & Specifications, Quote Solicitation List, and RSID Location & Boundary Map attached hereto**

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

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

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

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

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

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid

wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

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

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

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

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

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

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

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

RSID 757

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 Nov 1 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
John's Home and Yard Service
Billings, MT 59104

Signature

General Manager
Title

# Yellowstone County RSID Snow Plowing Quote Sheet

**Please fill out and return a worksheet for each RSID Subdivision you elect to quote**

**COMPANY NAME: _____John's Home and Yard Service**

**RSID Name and Number: _____Huntley Estates 757_____**

**RSID Event Committee Selection (Note 2" or 4" or Will-Call): ____Will Call_____**

## BASE QUOTE RATES

**Base Quote (Lump Sum) Per Plowing Event (as per specific RSID Committee selection)**

**$ _____$600_____/EACH (N/A if Will-Call Service Selection)**

**Additive Quote (Unit Price) Per Hour of Plowing Service / Will-Call Rate**

**$ ___$150_____/HR Minimum Hourly Rate (Flat Fee or Min Hrs) $ __$300_____/LS or _____ HRS**

---

**MAILING ADDRESS: _____P.O. Box 21460_____**

**CITY, STATE, ZIP CODE: ____Billings, MT 59104_____**

**TELEPHONE NUMBER: ____406-652-8985_____**

**EMAIL ADRESS: _____msinger@jhys.com_____**

**MONTANA CONTRACTORS' LICENSE No. (if applicable): ____CCP-CCL-LIC-0148698_**

**AUTHORIZED REPRESENTATIVE (print): ____Matt Singer_____**

**SIGNATURE: _____**

**DATE: _____10/22/2026_____**

---

I acknowledge receiving the following addenda (if applicable).

No. 1_____ No. 2 _____ (Initial)

---

**ADDITIONAL SERVICES OFFERED/CONDITIONS –**

**Sanding Material Treatment / Ice-Melt Treatment:** YES __X____NO _____

**$ Fee Amount/Rates (if offered / provide clarifications):**

_____**$350 Per Load of Sand (1 ton of sand)**_____

_____

**Holiday Service Restrictions:** YES _X_____NO _____

**Note Restricted Service Days (if any)**

_____

**Christmas**

_____

**$ Holiday Fee Premium Amount / Rate (if any / provide clarifications):**

___**None**_____

_____

**Multi-Year / Season Contract Offer (1 season term extension): YES ___X___NO _____**

**Note – If offered by Contractor, this option may be selected to reduce contracting administrative processes of the RSID, Yellowstone County and Contractor. If offered by Contractor, provide an extended contract Rate/Fee (e.g. $ fixed amount or % increase) adjustment (if any) to be applied for the succeeding year/season.**

_____

**5% increase in prices for each subsequent year.**

_____

**Any Other Conditions / Notations of Service Offerings:**

_____

_____

_____

_____

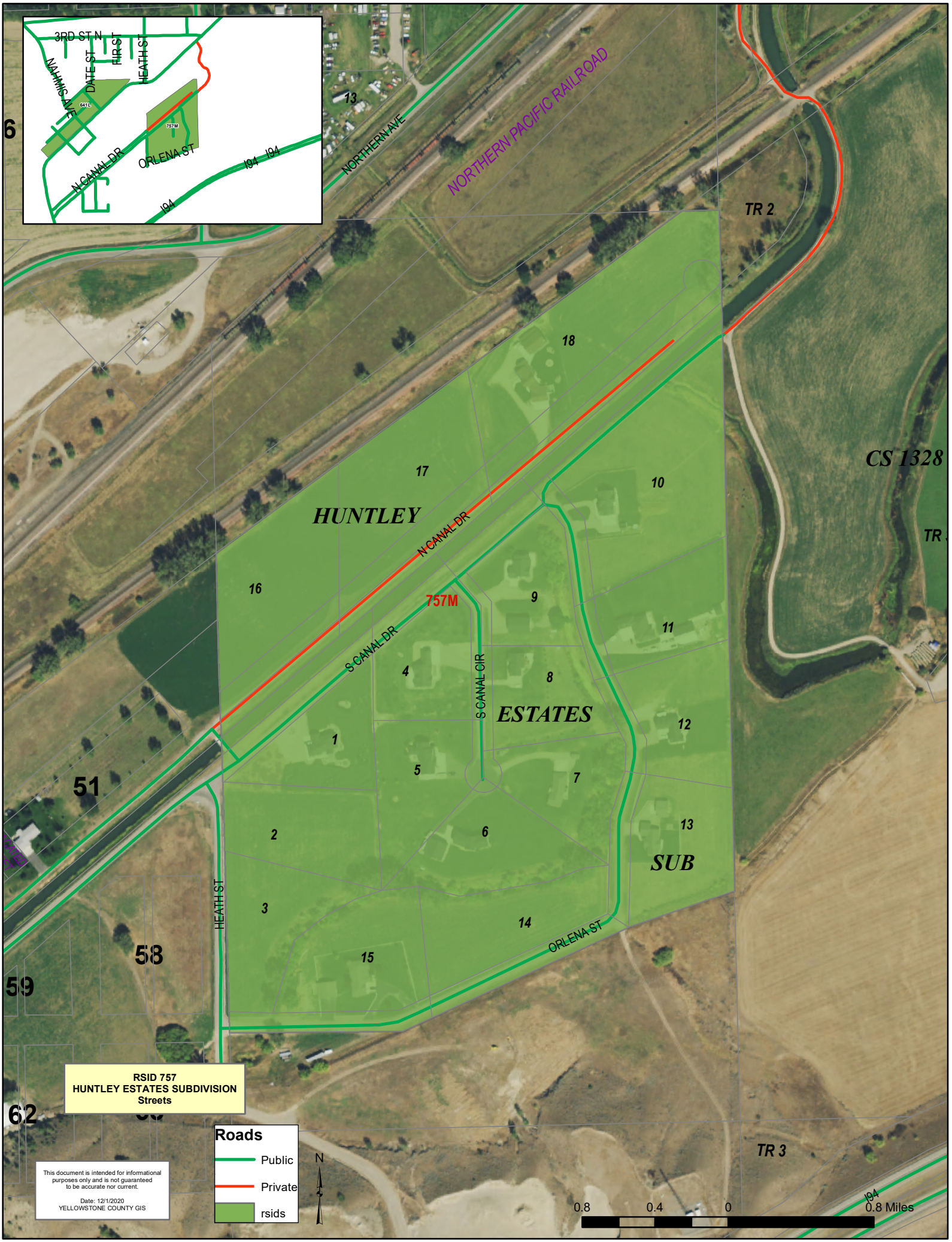
# EXHIBIT A

## Yellowstone County RSID Subdivision Snow Plowing
## Scope of Work & Specifications

- Provide Snow Plowing Lump Sum Rate "Per Event" Depth (2" or 4" inch) as selected by each RSID Committee (N/A if Committee Selects "Will-Call" Service)
    - Quote a Fixed Lump Sum Rate per Service of all streets and cul-de-sacs within the RSID mapped area
    - Quote Rate to include Automatic Service that is to occur once the designated depth threshold has been achieved and/or is anticipated (unless Will-Call Service)
    - RSID Ad-Hoc Committees may request snow plowing if less than the designated threshold has accumulated, but the committee must initiate this request directly with the Contractor
- Provide Snow Plowing Rate per Hour for Will-Call or other service call outs by the RSID Ad-Hoc Committees
    - Quote a Fixed Rate per Hour: Examples of call-out services
        - Will-Call Contract Service (Base Contract established at Hourly Rate only)
        - Drift Plowing / Slush Plowing
        - Partial / Other Plowing - TBD
- Provide Rate Quotes for Other Offered Winter Services
    - Sanding Treatment Rate
    - Ice-Melt Treatment Rate
    - Other Services (if any)
    - Application / Usage to be at request of and locations coordinated directly by RSID committee
- Provide Service Limitation Notations / Special Fees
    - Holiday Premium Days / Rates (if any)
    - Holiday Service Restrictions / Non-Service Days (if any)
    - Other Restrictions / Fees (if any)
- Guidelines for all Subdivision Plowing
    - Plowing to include all streets and cul-de-sacs
    - Punctual plowing performance is expected per event
    - Driveways and Mailboxes are not to be plowed in with windrow stockpiles
    - Landscaping / Signage / Mailbox / Other Property Damage that occurs beyond the edge of roadway is to be repaired or replaced at Contractors Expense and coordinated with Property Owner(s) and is considered incidental to Contract Rates.
    - Coordinate with RSID Ad-Hoc Committee and Property Owners as necessary
- NOTE: <u>All road alignments colored dark green (designated as Public Roads) AND WITHIN THE BOUNDARIES of the mapped subdivisions are to be considered a road surface to be plowed and subject to receive service via the RSID program of the RSID subdivision(s) quoted.</u> Contractors interested in submitting price quotes are encouraged to visit the site(s) to obtain and verify their own measurements of lengths, widths, slopes and any other conditions to consider as needed to perform this work. Provided RSID road lengths are approximate only and will not be considered cause for contract rate adjustments.
- Price Quotes shall include all labor, equipment, and tools necessary for the noted service(s)

# YCPW 2026 RSID Snow Plowing Solicitation List *

| Quote List No. | RSID No. | RSID Name | RSID Service Selection | Approximate Rd Lengths - MILES | | RSID Location Clarifications/Notes: |
|---|---|---|---|---|---|---|
| 1 | 651 | Cloverleaf Meadows | 2" | 1.6 | | |
| 2 | 667 | White Tail | 2" | 0.2 | | |
| 3 | 671 | Blue Creek View | 2" | 1.5 | | **ALL Gravel Roads** |
| 4 | 675 | Oak Ridge ***PH 1*** | 2" | 0.6 | | |
| 5 | 688 | Eagle Bend | Will-Call | 4.0 | | **ALL Gravel Roads** |
| 6 | 689 | Saddleback Ridge | 2" | 2.3 | | |
| 7 | 698 | Sierra Estates | *4" Event* | 2.8 | | |
| 8 | 701 | Pheasant Brook | 2" | 2.5 | | |
| 9 | 703 | Beartooth Pointe | 2" | 1.0 | | ***Requires Sanding and/or Ice Treatment*** |
| 10 | 709 | Clarks Fork ***RIVER RANCH*** | 2" | 1.2 | | AKA Clarks Point Drive |
| 11 | 713/715 | Tanglewood | 2" | 3.7 | | ***Combine the 2 RSID Maps*** |
| 12 | 720 | Lone Eagle | 2" | 2.0 | | ***MAY require Sanding and/or Ice Treatment*** |
| 13 | 723 | Clarks Fork ***ESTATES*** | 4" Event | 0.15 | | **ALL Gravel Roads** |
| 14 | 727 | Farnum | 4" Event | 1.1 | | |
| 15 | 728 | Linlee Lakes | 2" | 1.6 | | |
| 16 | 757 | Huntley Estates | Will-Call | 1.3 | | |
| 17 | 761 | Vista Buttes | 2" | 1.2 | | |
| 18 | 769 | Brookwood | 4" Event | 2.7 | | |
| 19 | 773 | West Meadows | 2" | 3.2 | | **PARTIAL Gravel Roads;** ***EXCLUDE So Homewood Park Dr N of Penta Cir; EXCLUDE W Bird Way S of White Pine Cir*** |
| 20 | 776 | Pryor Creek | 2" | 1.7 | | |
| 21 | 779 | Twin Coulee | 4" Event | 1.3 | | AKA Sanctuary Canyon |
| 22 | 786 | Grizzly Creek | 4" Event | 0.5 | | |
| 23 | 803 | Indian Cliffs | 4" Event | 3.5 | | ***INCLUDE Apache Trail from Hwy 3 to beginning of RSID Subdivision roads*** |
| 24 | 806 | River Ranch ***RETREAT*** | 4" Event | 1.5 | | |
| 25 | 820 | Crest View | 2" | 0.2 | | |
| 26 | 850 | Bar 11 | 2" | 4.6 | | ***INCLUDE Hawthorn Ln to 650 S of Bull Park; EXCLUDE Plateau Rd and Muckle Trl beyond 200 ft W of Derby St; Exclude all unfinished roads N & W of Bar 11 & Windy Point intersection; EXCLUDE all unfinished roads S of Windy Point & Bull Park intersection*** |
| 27 | 852 | MacKenzie Meadow | 2" | 2.75 | | ***INCLUDE all of Abby Rd from S 56th St through Subdivision; EXCLUDE Callies St and Kenzie St beyond 200 ft east of Abby Rd*** |
| 28 | 861 | Sundance | 2" | 1.8 | | |
| 29 | 887 | Stone Creek | 4" Event | 1.0 | | |
| 30 | 730 | Emerald Eagle | 2" | 1.4 | | *** Added RSID location 10/20/26** |


3RD ST N
FIRST
HEATH ST
NAHMS AVE
DATE ST
641L
757M
N CANAL DR
ORLENA ST
I94
NORTHERN AVE
NORTHERN PACIFIC RAILROAD
TR 2
CS 1328
TR
HUNTLEY
ESTATES
SUB
N CANAL DR
S CANAL DR
S CANAL CIR
757M
HEATH ST
ORLENA ST
TR 3
6
13
18
17
10
16
9
11
4
8
12
1
5
7
2
6
13
3
14
15
51
58
59
62
RSID 757
HUNTLEY ESTATES SUBDIVISION
Streets
Roads
Public
Private
rsids
N
0.8
0.4
0
0.8 Miles
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 12/1/2020
YELLOWSTONE COUNTY GIS

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2026

**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**
Leavitt Great West Insurance Services, LLC
3067 Cabernet Drive
Suite 3
Helena MT 59601

**CONTACT NAME:** Lyndie Kraft
**PHONE (A/C, No, Ext):** (877) 229-4553 **FAX (A/C, No):** (866) 751-8096
**E-MAIL ADDRESS:** lyndie-kraft@leavitt.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Midwest Family Mutual Insurance Company | 23574 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
John's Home & Yard Service LLC
PO Box 21460
Billings MT 59104

**COVERAGES** **CERTIFICATE NUMBER:** Rvsd Mstr PK **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Explosion Full Time | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Uninsured/Underinsured Motorist B | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | CPMT050449042 | 09/01/2026 | 09/01/2027 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

Certificate Holder is Additional Insured with Waiver of Subrogation on a Primary & Non-Contributory basis in regards to General Liability, Auto Liability, and Work Comp. See MFMBP036 (09-18), MFMCA005 (05-20), and NC300 (04/23) Matt Singer is excluded from Workers Compensation.

**CERTIFICATE HOLDER**
Yellowstone County
PO Box 35024
Billings MT 59107

**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.**

**AUTHORIZED REPRESENTATIVE**
Lyndie Kraft


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**The ACORD name and logo are registered marks of ACORD**

# ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Employee Benefits | EBLIA | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Explosion Part Time | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | 1,000 | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Medical payments | MEDPM | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 5,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
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| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
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| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
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| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO ADVANTAGE ENDORSEMENT**

This endorsement modifies insurance provided under the BUSINESS AUTO COVERAGE FORM – CA 00 01 12 90 – and provides the following coverages:

| Coverage | Limit or Included |
|---|---|
| **Additional Insured By Contract Or Agreement** | **Included** |
| **Airbags Coverage Extension** | **Included** |
| **Employees As Insureds** | **Included** |
| **Employee Hired Autos** | **$65,000** |
| **Glass Breakage (Windshield Repair)** | **Deductible waived** |
| **Hired Auto Physical Damage Coverage** | **$65,000** |
| • **Loss of Use** | **$300 Per Day**<br>**$2100 Maximum** |
| **Limited Fellow Employee Coverage** | **Included** |
| **Limited Loan/Lease Gap Coverage** | **$2,000** |
| **Newly Formed Or Acquired Entities** | **Included** |
| **Rental Reimbursement Coverage** | **45 Days**<br>**$75 Maximum Per Day**<br>**$3,375 Maximum To Any One Covered Auto**<br>**$15,000 Maximum Rental Expenses In Any One Policy Period** |
| **Supplementary Payments – Increased Limits:** | |
| • **Bail Bonds** | **$3,000** |
| • **Loss Of Earnings (Per Day)** | **$1,000** |
| **Towing And Labor** | **$100** |
| **Waiver Of Subrogation By Contract or Agreement** | **Included** |

The provisions of the Business Auto Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Business Auto Coverage Form:

**EMPLOYEE HIRED AUTOS**

**A. Changes in Liability Coverage**
The following is added to the **Who is an Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**B. Changes in General Conditions**
Paragraph **5.b.** of the **Other Insurance** Condition is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**1.** Any covered "auto" you lease, hire, rent or borrow; and

**2.** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**C. Limit of Insurance**
The most we will pay in any one "loss" will be the lesser of:

**(1)** The actual cash value of the damaged or stolen"auto" as of the time of the "loss";

**(2)** The cost to repair or replace the damaged or stolen "auto" as of the time of the "loss";

**(3)** $65,000.

**HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for **Covered Autos Liability Coverage** in the policy, then such **Physical Damage Coverage** that is provided in this policy for your owned "autos" will be extended to certain "autos" you lease, hire, rent or borrow, subject to the following additional provisions:

**1.** This extension for **Hired Auto Physical Damage Coverage** does not apply to:

**a.** Any "auto" you lease, hire, rent or borrow that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;

**b.** Any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households; or

**c.** Any other "auto" you lease, hire, rent, or borrow:

**(1)** For a period of more than 30 days; or

**(2)** With a driver.

2. **Physical Damage Coverage**
The **Physical Damage Coverage** provided will be:
**(a)** With respect to the Other Than Collision coverage;
**(1)** Comprehensive Coverage if any covered "auto" owned by you has this coverage under the policy; or,
**(2)** Specified Causes Of Loss Coverage if, under this policy any covered "auto" owned by you has this coverage and no other covered "auto" owned by you has Comprehensive Coverage; and
**(b)** Collision Coverage if any covered "auto" owned by you has this coverage under this policy.

3. **Limit Of Insurance**
The most we will pay in any one "loss" will be the lesser of:
**a.** The actual cash value of the damaged or stolen "auto" as of the time of the "loss";
**b.** The cost to repair or replace the damaged or stolen "auto" with the other property of like kind and quality; or
**c.** $65,000,
Except that such amount will be reduced by a deductible as determined in paragraph **4.** below.

4. **Deductible**
Our obligation to pay for, repair, return or replace such damaged or stolen covered "auto" will be reduced by a deductible for coverage afforded in **2.(a)** and **2.(b)** above equal to the amount of the largest deductible applicable for that coverage to any covered "auto" owned by you. However, no deductible will apply to "loss" caused by fire or lightning.

5. **Loss Of Use**
For any "auto" which is a covered "auto" under this extension **Hired Auto Physical Damage Coverage,** and subject to the coverages provided under paragraph **2. Physical Damage Coverage** above, we will also pay expenses for loss of use of such "auto", subject to the following additional provisions:
**a.** Such "auto": is leased or rented under a written rental contract or agreement;
**b.** Such loss of use is a direct consequence of a "loss" covered under this extension **Hired Auto Physical Damage Coverage:**
**(1)** For which an "insured" is legally responsible; and
**(2)** As a result of which the leasing or rental entity sustains a monetary loss;
**c.** The most we will pay for any expenses for loss of use is $300 per day, subject to a maximum of $2,100.

6. **Other Insurance**
Coverage under this extension **Hired Auto Physical Damage Coverage** will be excess over any other valid and collectible insurance available to the "insured".

**ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**

1. **SECTION II – LIABILITY COVERAGE A. 1. WHO IS AN INSURED** is changed to add as an additional insured any person or organization when you and such person or organization have agreed in writing

in a contract or agreement that such person or organization can be added as an additional insured on your policy, subject to the following additional provisions.

**a.** Such person or organization is an additional insured only with respect to their vicarious legal responsibility for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto", and then only to the extent of that liability.

**b.** Such person or organization is not an additional insured for any covered "auto" owned by, hired from, or borrowed from such person or organization or a member of such person's household.

**c.** Such written contract or agreement must be executed prior to, and be in effect at the time of, the "bodily injury" or "property damage".

**d.** Paragraph **F.** "Insured Contract" contained in **SECTION V – DEFINITIONS** is changed to add sub-paragraph **d.** to the end of that definition, as follows:
An "Insured Contract" does not include that part of any contract or agreement:
**d.** That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other that the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto".

**2.** None of the following shall be an additional insured under this endorsement:
**a.** Any motor carrier for hire or his or her "employees"; or
**b.** Any rail, water or air carrier or their "employees"
for any covered "auto".

**3.** Paragraph **A. 1. WHO IS AN INSURED** paragraph **c.** is deleted and replaced with the following provisions:
**c.** The additional insured is not required to pay any premiums stated in the policy or earned from the policy. Any return premium shall be payable to you.
**d.** You are authorized to act for the additional insured in all matters pertaining to this insurance.
**e.** the additional insured will retain any right of recovery as a claimant under this policy.

**EMPLOYEES AS INSUREDS**

**SECTION II – LIABILITY COVERAGE – A. 1. WHO IS AN INSURED** is changed to the following provision.

Any "employee" of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision **Employees As Insureds,** does not apply if separate Employees As Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

**NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

The Named Insured shown in the Business Auto Declarations is amended to include any organization you newly form or acquire, other than:

**(i)** A partnership, joint venture, or limited liability company; or

**(ii)** An organization excluded by the provisions of this policy or by endorsement,

and over which you maintain ownership or majority interest of more than 50%, subject to the following additional provisions:

**1.** This insurance does not apply to any newly formed or acquired organization that is an "insured" under such policy but for its termination or the exhaustion of its Limits of Insurance.

**2.** Coverage under this provision does not apply to injury, damage, expense, or "loss" that occurred before you formed or acquired the organization.

**3.** Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, or the end of the policy period, whichever is earlier.

**SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

The following changes are made to **SECTION II – LIABILITY COVERAGE – A. 2. COVERAGE EXTENSIONS:**

**1.** The limit shown in Subparagraph **(2)** for the cost of bail bonds is changed from $250 to $3,000.

**2.** The limit shown in Subparagraph **(4)** for all reasonable expenses incurred at our request, including actual loss of earnings because of time off work, is changed from $100 to $1,000 per day.

**LIMITED FELLOW EMPLOYEE COVERAGE**

**SECTION II – LIABILITY COVERAGE – B. EXCLUSIONS 5. FELLOW EMPLOYEE** is replaced by the following:

**a.** "Bodily injury" to any fellow "employee" of the "insured" arising out of an in the course of the fellow "employees" employment or while performing duties related to the conduct of your business; or

**b.** the spouse, child, parent, brother or sister of the fellow "employee" as a consequence of Paragraph **a.** above.

However, this exclusion does not apply to liability incurred by your employees that are "executive officers".

Such coverage is excess over any other collectible insurance, and Paragraph **5. OTHER INSURANCE** of **B. GENERAL CONDITIONS** under **SECTION IV – BUSINESS AUTO CONDITIONS** is changed accordingly.

Any insurance provided by this provision **Limited fellow Employee Coverage** does not apply if separate fellow Employee Coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made part of this policy.

As used in this provision "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

**TOWING AND LABOR COVERAGE**

Paragraph **2. Towing** under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

With respect to any "private passenger auto" or "light truck" you own that is provided both Comprehensive Coverage and Collision Coverage in this policy, we will pay up to $100 for towing and labor costs incurred each time such "private passenger auto" or "light truck" is disabled, subject to the following additional provisions:

1. The labor must be performed at the place of disablement;
2. This coverage does not apply to stolen "autos".
3. As used with this coverage:
   a. "Private passenger auto" means a four wheel auto of the private passenger or station wagon type; and
   b. "Light truck" means a pick up or panel truck, sport utility vehicle or similar "auto", with a Gross Vehicle Weight (GVW) of 11,000 pounds or less.
   Gross Vehicle Weight (GVW) is the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

**GLASS BREAKAGE (WINDSHIELD REPAIR)**

Paragraph **3.** Glass Breakage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A –** the following is added:

**d.**If your windshield sustains damage resulting in a crack or chip that is deemed repairable and the repairs are completed, we will agree to waive your deductible.

**RENTAL REIMBURSEMENT COVERAGE**

Paragraph **4.** Coverage Extension under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to a covered "auto" you own, subject to the following additional provisions:

1. As used in the Rental Reimbursement Coverage provision, "auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads. However, "auto" does not include:
   a. "Mobile equipment", or
   b. Any other land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law where it is licensed or principally garaged.
2. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
3. No deductible applies to the coverage.
4. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
   a. The number of days reasonably required to repair or replace the covered "auto", or
   b. 45 days
5. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.

**b.** The maximum rental expenses shown below:
**(1)** $75 any one day;
**(2)** $3,375 because of "loss" to any one covered "auto".

**6.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**7.** The insurance afforded for **Rental Reimbursement Coverage** in this extension does not apply if separate Rental Reimbursement Coverage is issued by us as an endorsement and made part of this policy.

**AIRBAGS COVERAGE EXTENSIONS**

Paragraph **2. b.** contained in **SECTION III – PHYSICAL DAMAGE COVERAGE – B. EXCLUSIONS –** does not apply to the unintended discharge of an airbag. However, coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

**LIMITED LOAN/LEASE GAP COVERAGE**

The following is an added coverage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE:**

In the event of a covered total "loss" to a covered "auto" which is either owned by you or is long-term leased by you for a period of 12 consecutive months or longer, we will pay any unpaid amount due on your loan or lease for such covered "auto", subject to the following additional provisions:

**1.** We will only pay the lesser of:
**a.** The sum of such unpaid amount, less
**(1)** The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and
**(2)** Any:
**(a)** Overdue loan/lease payments at the time of the "loss",
**(b)** Financial penalties imposed under a lease or excessive use, abnormal wear and tear or high mileage;
**(c)** Security deposits not returned by the lessor;
**(d)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
**(e)** Carry-over balances from previous loans or leases; or
**b.** $2,000.

**2.** This extension does not apply to any "auto" that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

**WAIVER OF SUBRO BY CONTRACT OR AGREEMENT**

The following is added to Paragraph **A. 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** contained in **SECTION IV – BUSINESS AUTO CONDITIONS:**

Notwithstanding anything to the contrary in the previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for 'bodily injury", "property damage" or "loss" arising out of the operation, maintenance, use,

loading or unloading of a covered "auto" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:
   a. Made prior to the covered injury or damage; and
   b. In effect at the time of the covered injury or damage; and
2. The injury or damage arises out of the operations contemplated by such written contract or agreement.

This waiver applies on to such person or organization designated in such written contract or agreement.

**ADDITIONAL DEFINITIONS**

As used with this endorsement the following Definitions are added:

**"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

**"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**"Temporary worker"** means a person who is furnished to you as a substitute for a permanent "employee" on leave or to meet seasonal or short term workload conditions.

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 2 | LEASED/RENTED EQUIP. | RDO Equipment Co<br>5221 Midland Road<br>Billings, MT 59101 | Unit 1 |
| Loss Payee | | | |
| 3 | LEASED/RENTED EQUIP | US Bank Equipment Finance<br>1310 Madrid Street<br>Marshall, MN 56258 | Unit 1 |
| Mortgagee | | | |
| 1 | | FIRST INTERSTATE BANK<br>INSURANCE SERVICE CENTER<br>PO BOX 863329<br>Plano, TX 75086 | Unit 2 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

### FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML3 | 04-05 | Amendatory Endorsement #3 | | | | $500.00 |
| 000-ART | 07-15 | Artisan Contractor Forms | ALL | | | |
| BOP P 02 | 01-21 | Policyholder Notice | ALL MT | | | |
| BP0417 | 01-10 | Employment-Related Practices Exclusion | ALL MT | | | |
| BP0418 | 06-89 | Amendment-Liquor Liability Exclusion | ALL MT | | | |
| BP0517 | 01-06 | Exclusion - Silica or Silica-Related Dust | ALL | | | |
| BP1408 | 01-10 | Excl - Exterior Insulation and Finish Systems | ALL | | | |
| BP 00 03 | 05-22 | Montana Businessowners Coverage Form | ALL MT | | | |
| BP 02 01 | 01-10 | Montana Changes | ALL MT | | | |
| BP 05 01 | 07-02 | Calculation of Premium | ALL | | | |
| BP 05 15 | 12-20 | Disclosure Pursuant to TRIA | ALL | | | |
| BP 05 23 | 01-15 | Cap Losses from Certified Acts of Terrorism | ALL | | | |
| BP 05 77 | 01-06 | Fungi or Bacteria Exclusion (Liability) | ALL MT | | | |
| BP 14 86 | 07-13 | Communicable Disease Exclusion | ALL MT | | | |
| BP 15 04 | 12-23 | Excl - Access/Disclosure of Confidential Info | ALL MT | | | |
| BP 15 60 | 02-21 | Cyber Incident Exclusion | ALL | | | |
| BP 15 91 | 12-23 | Exclusion - PFAS | ALL | | | |
| BP0526M | 01-16 | Excl of Certified Acts of | ALL MT | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Terrorism Inv N/B/C | | | | |
| MFM 001 | 05-25 | Policyholder Notice | ALL | | | |
| MFM 001A | 03-20 | Midwest Family Mutual Service Fee Schedule | ALL | | | |
| MFMAC017 | 03-16 | Limited Exclusion - Wrap-Up Insurance Program | ALL | | | |
| MFMBP037 | 07-19 | Medical Expense at Your Request End | ALL MT | | | |
| MFMBP038 | 12-22 | Wind/Hail Loss Settlement Provisions | ALL MT | | | |
| MFMBP041 | 04-23 | War and Cyber War Exclusion | ALL MT | | | |
| MFMBP043 | 02-25 | Exclusion - PFAS Policyholders Notice | ALL | | | |
| MFMBP-02 | 09-15 | Asbestos Exclusion | ALL | | | |
| MWILP001 | 01-04 | US Treasury Dept OFAC Advisory Notice | ALL | | | |
| PRIV NTC | 12-22 | Privacy Policy Notice | ALL | | | |
| ART-0007 | 02-22 | Work Performed Exclusion | ALL | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-1 | | | |
| BP0498 | 01-10 | Employee Benefits Liability | ALL | | $1,000,000 | $425.00 |
| | | Employee Benefits Liability | | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 1-1 | | | |
| IH 68 04 | 05-17 | Boom Limitation | ALL | | | |
| MFMAC015 | 01-15 | Contractors Installation Coverage | 1-1 | 500 | | $469.00 |
| | | Max Limit per Location: 50000<br>Max Limit in Transit: 50000<br>Max Limit all Locations: 150000 | | | | |
| MFMAC016 | 01-16 | Contractors Tools and Equipment Coverage | ALL | | | |
| MFMAC021 | 02-25 | Incorp of Apps, Supporting Docs, and Represen | ALL MT | | | |
| MFMBP006 | 01-16 | Limited Pollution Cov-Work Sites | ALL | | | $750.00 |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 1-1 | | | |
| MFMBP036 | 09-18 | Ultimate Liability Advantage Endorsement | 1-1 | | | |
| MFMIL005 | 09-15 | Business Income/Extra Expense Limit | ALL | | | |
| IR 08 84 | 03-18 | Commercial (BOP/Garage) Identity Recovery Cov | ALL | $500 | 25,000 | $27.00 |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-2 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-2 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof | 1-2 | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Surfacing | | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-2 | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 2-1 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 2-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 2-1 | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 2-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 2-1 | | | |
| MFMBP040 | 05-23 | Roof Exclusion | 2-1 | | | |

| Veh | Address | City | State | Terr |
|---|---|---|---|---|
| 70 | 621 Charles Street | Billings | MT | 107 |
| 71 | 621 Charles Street | Billings | MT | 107 |
| 72 | 621 Charles Street | Billings | MT | 107 |
| 73 | 621 Charles Street | Billings | MT | 107 |
| 74 | 621 Charles Street | Billings | MT | 107 |
| 75 | 621 Charles Street | Billings | MT | 107 |
| 76 | 621 Charles Street | Billings | MT | 107 |
| 77 | 621 Charles Street | Billings | MT | 107 |
| 78 | 621 Charles Street | Billings | MT | 107 |

## Special Interest

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 1 | 2018 Ford F350 #2647 | Ford Motor Credit<br>PO Box 30201<br>College Station, TX 77842 | Unit 68 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML2 | 04-05 | Amendatory Endorsement #2 | | | | |
| 000-AUT | 07-15 | Commercial Auto Forms | | | | |
| CA0001 | 05-22 | Business Auto Coverage Form | ALL MT | | | |
| CA9944 | 12-90 | Loss Payable Clause | ALL | | | |
| CA 01 68 | 03-06 | Montana Garage Liability Changes | ALL MT | | | |
| CA 01 72 | 04-01 | Montana Changes-Medical Payments Coverage | ALL MT | | | |
| CA 02 20 | 10-03 | Montana Changes-Cancellation Non-Renewal | ALL MT | | | |
| CA 99 03 | 03-06 | Auto Medical Payments Coverage | ALL MT | | | |
| CA-23-85 | 01-06 | Exclusion of Terrorism Involving N/B/C | ALL MT | | | |
| IL0003 | 06-89 | Calculation of Premium | ALL | | | |
| IL0017 | 11-85 | Common Policy Conditions | ALL MT | | | |
| IL 00 21 | 09-08 | Nuclear Energy Liability Excl Endt-Broad Form | ALL MT | | | |
| IL 01 67 | 09-08 | Montana Changes-Conformity with Statutes | ALL MT | | | |
| IL 01 80 | 09-07 | MT Changes-Concealment, misrepresentation fra | ALL MT | | | |
| MFMCA005 | 05-20 | Business Auto Advantage Endorsement | ALL | | | $4,982.00 |
| | | 47 - Number of Vehicles | | | | |
| CA 20 54 | 10-01 | Employee Hired Auto | | | | |
| CA 99 33 | 10-13 | Employees as Insureds | | | | |
| CA 31 35 | 12-07 | MT Uninsured Motorists Coverage-Non-Stacked | | | | |
| CA 31 33 | 12-07 | MT Underinsured Motorists | | | | |

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Cov.Non-Stacked | | | | |

MFM ML3 04-05

## Amendatory Endorsement #3

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560139501

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ARTISAN CONTRACTOR COVERAGE FORM

SNOW PLOW PRODUCTS - COMPLETED OPERATIONS HAZARD COVERAGE

The following exception is added to Exclusion B/1.g Aircraft, Auto, or Watercraft in Section II - Liability:

This exclusion does not apply to "bodily injury" or "property damage" that:

(a) Is included in the "products-completed operations hazard", and
(b) Arises out of the use of any "auto" for snow or ice removal operations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

# ULTIMATE LIABILITY ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the BUSINESSOWNERS COVERAGE FORM and provides the following coverages:

| Coverage | Limits |
|---|---|
| **Bail Bonds** | **$5,000** |
| **Loss of Earnings** | **$1,000** |
| **Automatic Liability Coverage – Newly Acquired or Constructed Property** | **120 Days – Period of Coverage** |
| **Damage to Property- Borrowed Equipment** | **$5,000** |
| **Blanket Additional Insured – Primary & Non Contributory – Ongoing and Completed Operations** | **Included if required by Written Contract or Written Agreement** |
| **Damage to Premises Rented to You** | **$300,000** |
| **Contractual Liability – Railroad** | **Included in General Liability Limit** |
| **Blanket Waiver of Subrogation** | **Included if required by Written Agreement** |

The provisions of the Businessowners Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Businessowners Coverage Form:

**Bail Bonds, Loss of Earnings and Automatic Liability Coverage – Newly Acquired or Constructed Property**

**SECTION II – LIABILITY – A. Coverages – 1. Business Liability**
**f. Coverage Extension – Supplementary Payments** – The following is changed:
**(b)** Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for 'bodily injury" applies. We do not have to furnish these bonds. And;
**(d)** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

The following **Coverage Extension** is added:
**(3)** For any newly acquired or constructed property that is intended for the similar use and operation as described in the Declarations we will extend Liability coverage. That coverage will end when any of the following first occurs:
**(a)** This policy expires; or
**(b)** 120 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property.
We will charge you additional premium for the liability from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.
**Damage to Property – Borrowed Equipment**

The following change is made to **B. Exclusions – 1. Applicable To Business Liability Coverage**
**k. Damage To Property** – the following is added to **(4)**
This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $5,000 per occurrence.

**Blanket Additional Insured – Primary and Non Contributory – Ongoing and Completed Operations**

The following is added to **C. Who Is An Insured**
**3.** The following are also an insured.
**A.** Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or a written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
**1** Your acts or omissions;
**2** The acts or omissions of those acting on your behalf, and resulting from;

**(a)** Your ongoing operations performed for the additional insured;
**(b)** Your work completed as included in the "products completed operations hazard" performed for the additional insured.
**B.** However, regarding provision **A.** above:
**1.** We will not extend insurance coverage to any additional insured or organization:
**(a)** That is not provided to you in this policy; or
**(b)** That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement.
**C.** The insurance provided to the additional insured person or organization does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of your rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
**1.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change of orders or drawings and specifications; and
**2.** Supervisory inspection, architectural or engineering activities.
**D.** For the coverage here:
**1.** The insurance is primary with respects to our coverage for the additional insured person or organization where the written contract or written agreement requires this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
**2.** This insurance is excess over any other insurance, whether primary, excess, contingent or any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same occurrence, claim or suit. This provision does not apply to any policy which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**Damage to Premises Rented To You**

The following change is made to **D. Liability And Medical Expenses Limits Of Insurance** – paragraph **3.** Is deleted and replaced with the following:
**3.** The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is $300,000. This limit replaces the limit shown in the Declarations for Damage to Premises Rented to You.

**Contractual Liability – Railroad**

The following change is made to **F. Liability And Medical Expenses Definitions** – **9.** "Insured contract" is changed to include contractual liability – railroads. The definition of "insured contract" is replaced with the following:
**9.** "Insured contract" means:
**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owners is not an "insured contract";
**b.** A sidetrack agreement;
**c.** Any easement or license agreement;

**d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
**e.** An elevator maintenance agreement;
**f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph **f.** does not include that part of any contract or agreement:

- **(1)** That indemnified an architect, engineer or surveyor for injury or damage arising out of:
  - **a.** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **b.** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- **(2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

**Blanket Waiver of Subrogation**

**SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)** The following change is made to **K. Transfer Of Rights Of recovery Against Others To Us –** paragraph **2.** Is deleted and replaced with the following:
**2.** Applicable to Businessowners Liability Coverage:
If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

We waive any Right of Recovery we may have against any additional insured as required in a written agreement because of payments we make for injury or damage arising out of your ongoing operations or your work done under contract with that person or organization.

MFM ML1 04-05

## Amendatory Endorsement #1

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
NAME INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560146256
LINE OF BUSINESS: WORKER¿S COMPENSATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

BLANKET WAIVER OF SUBROGATION COVERAGE APPLIES

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS.

WE HAVE THE RIGHT TO RECOVER OUR PAYMENT FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT.

# YELLOWSTONE COUNTY
# INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and **John's Home and Yard Service Inc.**, herein referred to as "CONTRACTOR", whose address is **P.O. Box 21460, Billings, MT 59104.**

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as

**Work generally described as Snow Plowing within RSID 761 – Vista Buttes Subdivision and additional services or conditions per attached scope of work & quotation - Exhibit A.**

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:
CONTRACT shall be in effect from **November 1, 2026 to April 30, 2027**. If mutually agreed by both parties, the contract may be extended twice for a term of one (1) year per extension.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of **$ 500.00 per plowing event, $ 150.00 per hour for other services, and Unit Rates for other conditions as described in Exhibit A.** CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's quote dated **October 22, 2026**
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A – Contract Scope of Work & Specifications, Quote Solicitation List, and RSID Location & Boundary Map attached hereto**

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

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

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

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

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

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid

wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

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

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

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

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

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

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

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

RSID 761

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 Nov 1 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
John's Home and Yard Service
Billings, MT 59104

Signature

General Manager
Title

# Yellowstone County RSID Snow Plowing Quote Sheet

**Please fill out and return a worksheet for each RSID Subdivision you elect to quote**

**COMPANY NAME: _____John's Home and Yard Service**

**RSID Name and Number: _____Vista Buttes 761_____**

**RSID Event Committee Selection (Note 2" or 4" or Will-Call): ____2"_____**

## BASE QUOTE RATES

**Base Quote (Lump Sum) Per Plowing Event (as per specific RSID Committee selection)**

**$ _____$500_____/EACH (N/A if Will-Call Service Selection)**

**Additive Quote (Unit Price) Per Hour of Plowing Service / Will-Call Rate**

**$ ___$150_____/HR Minimum Hourly Rate (Flat Fee or Min Hrs) $ __$300_____/LS or _____ HRS**

---

**MAILING ADDRESS: _____P.O. Box 21460_____**

**CITY, STATE, ZIP CODE: ____Billings, MT 59104_____**

**TELEPHONE NUMBER: ____406-652-8985_____**

**EMAIL ADRESS: _____msinger@jhys.com_____**

**MONTANA CONTRACTORS' LICENSE No. (if applicable): ____CCP-CCL-LIC-0148698_**

**AUTHORIZED REPRESENTATIVE (print): ____Matt Singer_____**

**SIGNATURE: _____**

**DATE: _____10/22/2026_____**

==========

I acknowledge receiving the following addenda (if applicable).

No. 1_____ No. 2 _____ (Initial)

---

**ADDITIONAL SERVICES OFFERED/CONDITIONS –**

**Sanding Material Treatment / Ice-Melt Treatment:** YES __X___NO _____

**$ Fee Amount/Rates (if offered / provide clarifications):**

_____$350 Per Load of Sand (1 ton of sand)_____

_____

**Holiday Service Restrictions:** YES _X____NO _____

**Note Restricted Service Days (if any)**

_____

**Christmas**

_____

**$ Holiday Fee Premium Amount / Rate (if any / provide clarifications):**

___None_____

_____

**Multi-Year / Season Contract Offer (1 season term extension):** YES ___X___NO _____

**<u>Note</u> – If offered by Contractor, this option may be selected to reduce contracting administrative processes of the RSID, Yellowstone County and Contractor. If offered by Contractor, provide an extended contract Rate/Fee (e.g. $ fixed amount or % increase) adjustment (if any) to be applied for the succeeding year/season.**

_____

**5% increase in prices for each subsequent year.**

_____

**Any Other Conditions / Notations of Service Offerings:**

_____

_____

_____

_____

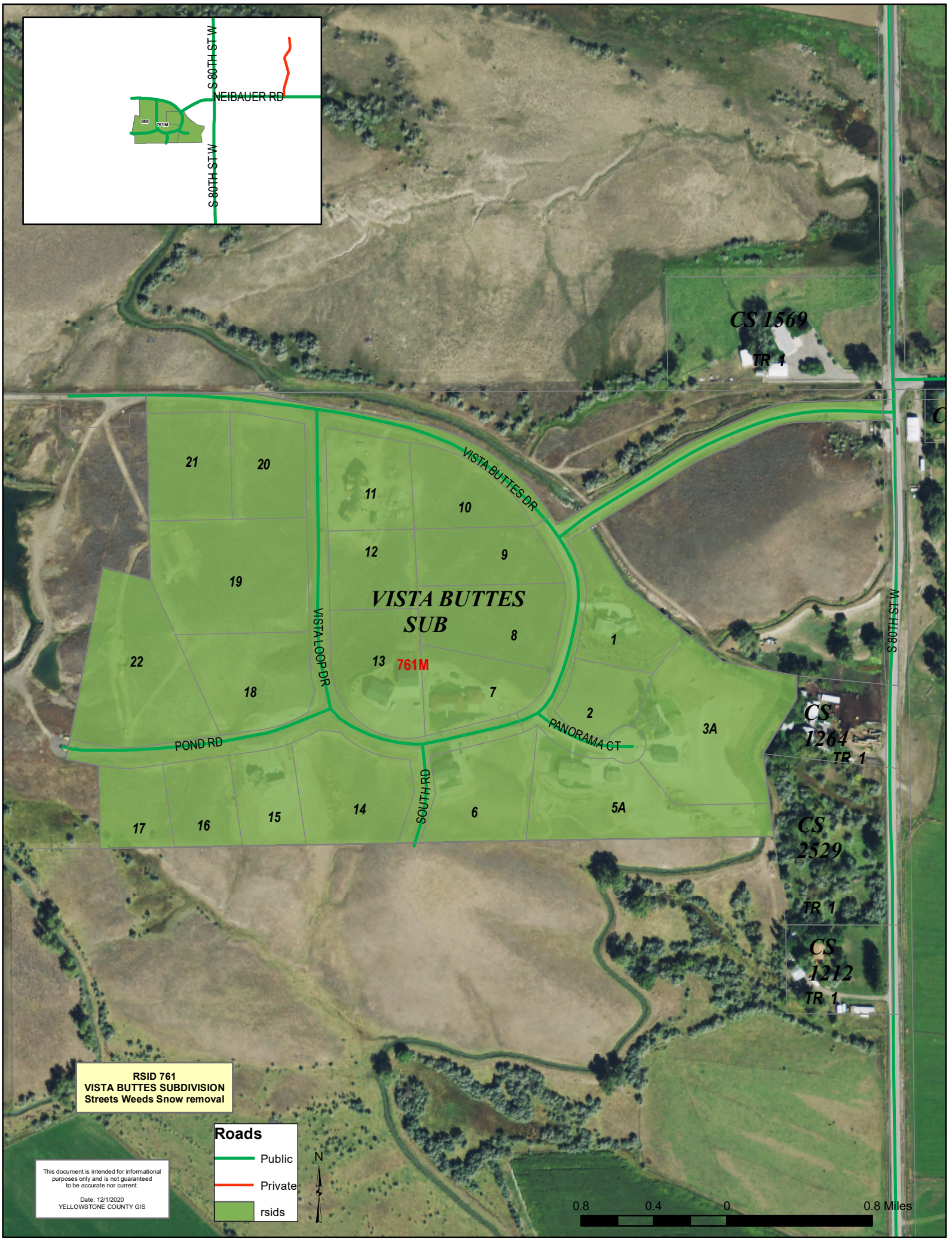
# EXHIBIT A

## Yellowstone County RSID Subdivision Snow Plowing
## Scope of Work & Specifications

- Provide Snow Plowing Lump Sum Rate "Per Event" Depth (2" or 4" inch) as selected by each RSID Committee (N/A if Committee Selects "Will-Call" Service)
    - Quote a Fixed Lump Sum Rate per Service of all streets and cul-de-sacs within the RSID mapped area
    - Quote Rate to include Automatic Service that is to occur once the designated depth threshold has been achieved and/or is anticipated (unless Will-Call Service)
    - RSID Ad-Hoc Committees may request snow plowing if less than the designated threshold has accumulated, but the committee must initiate this request directly with the Contractor
- Provide Snow Plowing Rate per Hour for Will-Call or other service call outs by the RSID Ad-Hoc Committees
    - Quote a Fixed Rate per Hour: Examples of call-out services
        - Will-Call Contract Service (Base Contract established at Hourly Rate only)
        - Drift Plowing / Slush Plowing
        - Partial / Other Plowing - TBD
- Provide Rate Quotes for Other Offered Winter Services
    - Sanding Treatment Rate
    - Ice-Melt Treatment Rate
    - Other Services (if any)
    - Application / Usage to be at request of and locations coordinated directly by RSID committee
- Provide Service Limitation Notations / Special Fees
    - Holiday Premium Days / Rates (if any)
    - Holiday Service Restrictions / Non-Service Days (if any)
    - Other Restrictions / Fees (if any)
- Guidelines for all Subdivision Plowing
    - Plowing to include all streets and cul-de-sacs
    - Punctual plowing performance is expected per event
    - Driveways and Mailboxes are not to be plowed in with windrow stockpiles
    - Landscaping / Signage / Mailbox / Other Property Damage that occurs beyond the edge of roadway is to be repaired or replaced at Contractors Expense and coordinated with Property Owner(s) and is considered incidental to Contract Rates.
    - Coordinate with RSID Ad-Hoc Committee and Property Owners as necessary
- NOTE: <u>All road alignments colored dark green (designated as Public Roads) AND WITHIN THE BOUNDARIES of the mapped subdivisions are to be considered a road surface to be plowed and subject to receive service via the RSID program of the RSID subdivision(s) quoted.</u> Contractors interested in submitting price quotes are encouraged to visit the site(s) to obtain and verify their own measurements of lengths, widths, slopes and any other conditions to consider as needed to perform this work. Provided RSID road lengths are approximate only and will not be considered cause for contract rate adjustments.
- Price Quotes shall include all labor, equipment, and tools necessary for the noted service(s)

# YCPW 2026 RSID Snow Plowing Solicitation List *

| Quote List No. | RSID No. | RSID Name | RSID Service Selection | Approximate Rd Lengths - MILES | | RSID Location Clarifications/Notes: |
|---|---|---|---|---|---|---|
| 1 | 651 | Cloverleaf Meadows | 2" | 1.6 | | |
| 2 | 667 | White Tail | 2" | 0.2 | | |
| 3 | 671 | Blue Creek View | 2" | 1.5 | | **ALL Gravel Roads** |
| 4 | 675 | Oak Ridge ***PH 1*** | 2" | 0.6 | | |
| 5 | 688 | Eagle Bend | Will-Call | 4.0 | | **ALL Gravel Roads** |
| 6 | 689 | Saddleback Ridge | 2" | 2.3 | | |
| 7 | 698 | Sierra Estates | *4" Event* | 2.8 | | |
| 8 | 701 | Pheasant Brook | 2" | 2.5 | | |
| 9 | 703 | Beartooth Pointe | 2" | 1.0 | | ***Requires Sanding and/or Ice Treatment*** |
| 10 | 709 | Clarks Fork ***RIVER RANCH*** | 2" | 1.2 | | AKA Clarks Point Drive |
| 11 | 713/715 | Tanglewood | 2" | 3.7 | | ***Combine the 2 RSID Maps*** |
| 12 | 720 | Lone Eagle | 2" | 2.0 | | ***MAY require Sanding and/or Ice Treatment*** |
| 13 | 723 | Clarks Fork ***ESTATES*** | 4" Event | 0.15 | | **ALL Gravel Roads** |
| 14 | 727 | Farnum | 4" Event | 1.1 | | |
| 15 | 728 | Linlee Lakes | 2" | 1.6 | | |
| 16 | 757 | Huntley Estates | Will-Call | 1.3 | | |
| 17 | 761 | Vista Buttes | 2" | 1.2 | | |
| 18 | 769 | Brookwood | 4" Event | 2.7 | | |
| 19 | 773 | West Meadows | 2" | 3.2 | | **PARTIAL Gravel Roads;** ***EXCLUDE So Homewood Park Dr N of Penta Cir; EXCLUDE W Bird Way S of White Pine Cir*** |
| 20 | 776 | Pryor Creek | 2" | 1.7 | | |
| 21 | 779 | Twin Coulee | 4" Event | 1.3 | | AKA Sanctuary Canyon |
| 22 | 786 | Grizzly Creek | 4" Event | 0.5 | | |
| 23 | 803 | Indian Cliffs | 4" Event | 3.5 | | ***INCLUDE Apache Trail from Hwy 3 to beginning of RSID Subdivision roads*** |
| 24 | 806 | River Ranch ***RETREAT*** | 4" Event | 1.5 | | |
| 25 | 820 | Crest View | 2" | 0.2 | | |
| 26 | 850 | Bar 11 | 2" | 4.6 | | ***INCLUDE Hawthorn Ln to 650 S of Bull Park; EXCLUDE Plateau Rd and Muckle Trl beyond 200 ft W of Derby St; Exclude all unfinished roads N & W of Bar 11 & Windy Point intersection; EXCLUDE all unfinished roads S of Windy Point & Bull Park intersection*** |
| 27 | 852 | MacKenzie Meadow | 2" | 2.75 | | ***INCLUDE all of Abby Rd from S 56th St through Subdivision; EXCLUDE Callies St and Kenzie St beyond 200 ft east of Abby Rd*** |
| 28 | 861 | Sundance | 2" | 1.8 | | |
| 29 | 887 | Stone Creek | 4" Event | 1.0 | | |
| 30 | 730 | Emerald Eagle | 2" | 1.4 | | *** Added RSID location 10/20/26** |


S 80TH ST W
NEIBAUER RD
858
761M
CS 1569
TR 1
VISTA BUTTES DR
21
20
11
10
12
9
19
VISTA BUTTES SUB
8
1
22
13
761M
VISTA LOOP DR
18
7
2
3A
POND RD
PANORAMA CT
CS 1264
TR 1
SOUTH RD
17
16
15
14
6
5A
CS 2529
TR 1
CS 1212
TR 1
S 80TH ST W
RSID 761
VISTA BUTTES SUBDIVISION
Streets Weeds Snow removal
Roads
Public
Private
rsids
N
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 12/1/2020
YELLOWSTONE COUNTY GIS
0.8
0.4
0
0.8 Miles

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2026

**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**
Leavitt Great West Insurance Services, LLC
3067 Cabernet Drive
Suite 3
Helena MT 59601

**CONTACT NAME:** Lyndie Kraft
**PHONE (A/C, No, Ext):** (877) 229-4553 **FAX (A/C, No):** (866) 751-8096
**E-MAIL ADDRESS:** lyndie-kraft@leavitt.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Midwest Family Mutual Insurance Company | 23574 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
John's Home & Yard Service LLC
PO Box 21460
Billings MT 59104

**COVERAGES** **CERTIFICATE NUMBER:** Rvsd Mstr PK **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Explosion Full Time | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Uninsured/Underinsured Motorist B | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | CPMT050449042 | 09/01/2026 | 09/01/2027 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

Certificate Holder is Additional Insured with Waiver of Subrogation on a Primary & Non-Contributory basis in regards to General Liability, Auto Liability, and Work Comp. See MFMBP036 (09-18), MFMCA005 (05-20), and NC300 (04/23) Matt Singer is excluded from Workers Compensation.

**CERTIFICATE HOLDER**
Yellowstone County
PO Box 35024
Billings MT 59107

**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.**

**AUTHORIZED REPRESENTATIVE**
Lyndie Kraft


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**The ACORD name and logo are registered marks of ACORD**

# ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Employee Benefits | EBLIA | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Explosion Part Time | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | 1,000 | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Medical payments | MEDPM | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 5,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
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| Ref # | Description | Coverage Code | Form No. | Edition Date |
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| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
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| Ref # | Description | Coverage Code | Form No. | Edition Date |
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| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
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| Ref # | Description | Coverage Code | Form No. | Edition Date |
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| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO ADVANTAGE ENDORSEMENT**

This endorsement modifies insurance provided under the BUSINESS AUTO COVERAGE FORM – CA 00 01 12 90 – and provides the following coverages:

| Coverage | Limit or Included |
|---|---|
| **Additional Insured By Contract Or Agreement** | **Included** |
| **Airbags Coverage Extension** | **Included** |
| **Employees As Insureds** | **Included** |
| **Employee Hired Autos** | **$65,000** |
| **Glass Breakage (Windshield Repair)** | **Deductible waived** |
| **Hired Auto Physical Damage Coverage** | **$65,000** |
| • **Loss of Use** | **$300 Per Day**<br>**$2100 Maximum** |
| **Limited Fellow Employee Coverage** | **Included** |
| **Limited Loan/Lease Gap Coverage** | **$2,000** |
| **Newly Formed Or Acquired Entities** | **Included** |
| **Rental Reimbursement Coverage** | **45 Days**<br>**$75 Maximum Per Day**<br>**$3,375 Maximum To Any One Covered Auto**<br>**$15,000 Maximum Rental Expenses In Any One Policy Period** |
| **Supplementary Payments – Increased Limits:** | |
| • **Bail Bonds** | **$3,000** |
| • **Loss Of Earnings (Per Day)** | **$1,000** |
| **Towing And Labor** | **$100** |
| **Waiver Of Subrogation By Contract or Agreement** | **Included** |

The provisions of the Business Auto Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Business Auto Coverage Form:

**EMPLOYEE HIRED AUTOS**

**A. Changes in Liability Coverage**
The following is added to the **Who is an Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**B. Changes in General Conditions**
Paragraph **5.b.** of the **Other Insurance** Condition is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**1.** Any covered "auto" you lease, hire, rent or borrow; and

**2.** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**C. Limit of Insurance**
The most we will pay in any one "loss" will be the lesser of:

**(1)** The actual cash value of the damaged or stolen"auto" as of the time of the "loss";

**(2)** The cost to repair or replace the damaged or stolen "auto" as of the time of the "loss";

**(3)** $65,000.

**HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for **Covered Autos Liability Coverage** in the policy, then such **Physical Damage Coverage** that is provided in this policy for your owned "autos" will be extended to certain "autos" you lease, hire, rent or borrow, subject to the following additional provisions:

**1.** This extension for **Hired Auto Physical Damage Coverage** does not apply to:

**a.** Any "auto" you lease, hire, rent or borrow that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;

**b.** Any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households; or

**c.** Any other "auto" you lease, hire, rent, or borrow:

**(1)** For a period of more than 30 days; or

**(2)** With a driver.

2. **Physical Damage Coverage**
The **Physical Damage Coverage** provided will be:
**(a)** With respect to the Other Than Collision coverage;
**(1)** Comprehensive Coverage if any covered "auto" owned by you has this coverage under the policy; or,
**(2)** Specified Causes Of Loss Coverage if, under this policy any covered "auto" owned by you has this coverage and no other covered "auto" owned by you has Comprehensive Coverage; and
**(b)** Collision Coverage if any covered "auto" owned by you has this coverage under this policy.

3. **Limit Of Insurance**
The most we will pay in any one "loss" will be the lesser of:
**a.** The actual cash value of the damaged or stolen "auto" as of the time of the "loss";
**b.** The cost to repair or replace the damaged or stolen "auto" with the other property of like kind and quality; or
**c.** $65,000,
Except that such amount will be reduced by a deductible as determined in paragraph **4.** below.

4. **Deductible**
Our obligation to pay for, repair, return or replace such damaged or stolen covered "auto" will be reduced by a deductible for coverage afforded in **2.(a)** and **2.(b)** above equal to the amount of the largest deductible applicable for that coverage to any covered "auto" owned by you. However, no deductible will apply to "loss" caused by fire or lightning.

5. **Loss Of Use**
For any "auto" which is a covered "auto" under this extension **Hired Auto Physical Damage Coverage,** and subject to the coverages provided under paragraph **2. Physical Damage Coverage** above, we will also pay expenses for loss of use of such "auto", subject to the following additional provisions:
**a.** Such "auto": is leased or rented under a written rental contract or agreement;
**b.** Such loss of use is a direct consequence of a "loss" covered under this extension **Hired Auto Physical Damage Coverage:**
**(1)** For which an "insured" is legally responsible; and
**(2)** As a result of which the leasing or rental entity sustains a monetary loss;
**c.** The most we will pay for any expenses for loss of use is $300 per day, subject to a maximum of $2,100.

6. **Other Insurance**
Coverage under this extension **Hired Auto Physical Damage Coverage** will be excess over any other valid and collectible insurance available to the "insured".

**ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**

1. **SECTION II – LIABILITY COVERAGE A. 1. WHO IS AN INSURED** is changed to add as an additional insured any person or organization when you and such person or organization have agreed in writing

in a contract or agreement that such person or organization can be added as an additional insured on your policy, subject to the following additional provisions.

**a.** Such person or organization is an additional insured only with respect to their vicarious legal responsibility for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto", and then only to the extent of that liability.

**b.** Such person or organization is not an additional insured for any covered "auto" owned by, hired from, or borrowed from such person or organization or a member of such person's household.

**c.** Such written contract or agreement must be executed prior to, and be in effect at the time of, the "bodily injury" or "property damage".

**d.** Paragraph **F.** "Insured Contract" contained in **SECTION V – DEFINITIONS** is changed to add sub-paragraph **d.** to the end of that definition, as follows:
An "Insured Contract" does not include that part of any contract or agreement:
**d.** That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other that the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto".

**2.** None of the following shall be an additional insured under this endorsement:
**a.** Any motor carrier for hire or his or her "employees"; or
**b.** Any rail, water or air carrier or their "employees"
for any covered "auto".

**3.** Paragraph **A. 1. WHO IS AN INSURED** paragraph **c.** is deleted and replaced with the following provisions:
**c.** The additional insured is not required to pay any premiums stated in the policy or earned from the policy. Any return premium shall be payable to you.
**d.** You are authorized to act for the additional insured in all matters pertaining to this insurance.
**e.** the additional insured will retain any right of recovery as a claimant under this policy.

**EMPLOYEES AS INSUREDS**

**SECTION II – LIABILITY COVERAGE – A. 1. WHO IS AN INSURED** is changed to the following provision.

Any "employee" of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision **Employees As Insureds,** does not apply if separate Employees As Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

**NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

The Named Insured shown in the Business Auto Declarations is amended to include any organization you newly form or acquire, other than:

**(i)** A partnership, joint venture, or limited liability company; or

**(ii)** An organization excluded by the provisions of this policy or by endorsement,

and over which you maintain ownership or majority interest of more than 50%, subject to the following additional provisions:

**1.** This insurance does not apply to any newly formed or acquired organization that is an "insured" under such policy but for its termination or the exhaustion of its Limits of Insurance.

**2.** Coverage under this provision does not apply to injury, damage, expense, or "loss" that occurred before you formed or acquired the organization.

**3.** Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, or the end of the policy period, whichever is earlier.

**SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

The following changes are made to **SECTION II – LIABILITY COVERAGE – A. 2. COVERAGE EXTENSIONS:**

**1.** The limit shown in Subparagraph **(2)** for the cost of bail bonds is changed from $250 to $3,000.

**2.** The limit shown in Subparagraph **(4)** for all reasonable expenses incurred at our request, including actual loss of earnings because of time off work, is changed from $100 to $1,000 per day.

**LIMITED FELLOW EMPLOYEE COVERAGE**

**SECTION II – LIABILITY COVERAGE – B. EXCLUSIONS 5. FELLOW EMPLOYEE** is replaced by the following:

**a.** "Bodily injury" to any fellow "employee" of the "insured" arising out of an in the course of the fellow "employees" employment or while performing duties related to the conduct of your business; or

**b.** the spouse, child, parent, brother or sister of the fellow "employee" as a consequence of Paragraph **a.** above.

However, this exclusion does not apply to liability incurred by your employees that are "executive officers".

Such coverage is excess over any other collectible insurance, and Paragraph **5. OTHER INSURANCE** of **B. GENERAL CONDITIONS** under **SECTION IV – BUSINESS AUTO CONDITIONS** is changed accordingly.

Any insurance provided by this provision **Limited fellow Employee Coverage** does not apply if separate fellow Employee Coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made part of this policy.

As used in this provision "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

**TOWING AND LABOR COVERAGE**

Paragraph **2. Towing** under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

With respect to any "private passenger auto" or "light truck" you own that is provided both Comprehensive Coverage and Collision Coverage in this policy, we will pay up to $100 for towing and labor costs incurred each time such "private passenger auto" or "light truck" is disabled, subject to the following additional provisions:

1. The labor must be performed at the place of disablement;
2. This coverage does not apply to stolen "autos".
3. As used with this coverage:
   a. "Private passenger auto" means a four wheel auto of the private passenger or station wagon type; and
   b. "Light truck" means a pick up or panel truck, sport utility vehicle or similar "auto", with a Gross Vehicle Weight (GVW) of 11,000 pounds or less.
   Gross Vehicle Weight (GVW) is the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

**GLASS BREAKAGE (WINDSHIELD REPAIR)**

Paragraph **3.** Glass Breakage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A –** the following is added:

**d.**If your windshield sustains damage resulting in a crack or chip that is deemed repairable and the repairs are completed, we will agree to waive your deductible.

**RENTAL REIMBURSEMENT COVERAGE**

Paragraph **4.** Coverage Extension under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to a covered "auto" you own, subject to the following additional provisions:

1. As used in the Rental Reimbursement Coverage provision, "auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads. However, "auto" does not include:
   a. "Mobile equipment", or
   b. Any other land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law where it is licensed or principally garaged.
2. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
3. No deductible applies to the coverage.
4. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
   a. The number of days reasonably required to repair or replace the covered "auto", or
   b. 45 days
5. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.

**b.** The maximum rental expenses shown below:
**(1)** $75 any one day;
**(2)** $3,375 because of "loss" to any one covered "auto".

**6.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**7.** The insurance afforded for **Rental Reimbursement Coverage** in this extension does not apply if separate Rental Reimbursement Coverage is issued by us as an endorsement and made part of this policy.

**AIRBAGS COVERAGE EXTENSIONS**

Paragraph **2. b.** contained in **SECTION III – PHYSICAL DAMAGE COVERAGE – B. EXCLUSIONS –** does not apply to the unintended discharge of an airbag. However, coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

**LIMITED LOAN/LEASE GAP COVERAGE**

The following is an added coverage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE:**

In the event of a covered total "loss" to a covered "auto" which is either owned by you or is long-term leased by you for a period of 12 consecutive months or longer, we will pay any unpaid amount due on your loan or lease for such covered "auto", subject to the following additional provisions:

**1.** We will only pay the lesser of:
**a.** The sum of such unpaid amount, less
**(1)** The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and
**(2)** Any:
**(a)** Overdue loan/lease payments at the time of the "loss",
**(b)** Financial penalties imposed under a lease or excessive use, abnormal wear and tear or high mileage;
**(c)** Security deposits not returned by the lessor;
**(d)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
**(e)** Carry-over balances from previous loans or leases; or
**b.** $2,000.

**2.** This extension does not apply to any "auto" that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

**WAIVER OF SUBRO BY CONTRACT OR AGREEMENT**

The following is added to Paragraph **A. 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** contained in **SECTION IV – BUSINESS AUTO CONDITIONS:**

Notwithstanding anything to the contrary in the previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for 'bodily injury", "property damage" or "loss" arising out of the operation, maintenance, use,

loading or unloading of a covered "auto" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:
   a. Made prior to the covered injury or damage; and
   b. In effect at the time of the covered injury or damage; and
2. The injury or damage arises out of the operations contemplated by such written contract or agreement.

This waiver applies on to such person or organization designated in such written contract or agreement.

**ADDITIONAL DEFINITIONS**

As used with this endorsement the following Definitions are added:

**"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

**"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**"Temporary worker"** means a person who is furnished to you as a substitute for a permanent "employee" on leave or to meet seasonal or short term workload conditions.

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 2 | LEASED/RENTED EQUIP. | RDO Equipment Co<br>5221 Midland Road<br>Billings, MT 59101 | Unit 1 |
| Loss Payee | | | |
| 3 | LEASED/RENTED EQUIP | US Bank Equipment Finance<br>1310 Madrid Street<br>Marshall, MN 56258 | Unit 1 |
| Mortgagee | | | |
| 1 | | FIRST INTERSTATE BANK<br>INSURANCE SERVICE CENTER<br>PO BOX 863329<br>Plano, TX 75086 | Unit 2 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

### FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML3 | 04-05 | Amendatory Endorsement #3 | | | | $500.00 |
| 000-ART | 07-15 | Artisan Contractor Forms | ALL | | | |
| BOP P 02 | 01-21 | Policyholder Notice | ALL MT | | | |
| BP0417 | 01-10 | Employment-Related Practices Exclusion | ALL MT | | | |
| BP0418 | 06-89 | Amendment-Liquor Liability Exclusion | ALL MT | | | |
| BP0517 | 01-06 | Exclusion - Silica or Silica-Related Dust | ALL | | | |
| BP1408 | 01-10 | Excl - Exterior Insulation and Finish Systems | ALL | | | |
| BP 00 03 | 05-22 | Montana Businessowners Coverage Form | ALL MT | | | |
| BP 02 01 | 01-10 | Montana Changes | ALL MT | | | |
| BP 05 01 | 07-02 | Calculation of Premium | ALL | | | |
| BP 05 15 | 12-20 | Disclosure Pursuant to TRIA | ALL | | | |
| BP 05 23 | 01-15 | Cap Losses from Certified Acts of Terrorism | ALL | | | |
| BP 05 77 | 01-06 | Fungi or Bacteria Exclusion (Liability) | ALL MT | | | |
| BP 14 86 | 07-13 | Communicable Disease Exclusion | ALL MT | | | |
| BP 15 04 | 12-23 | Excl - Access/Disclosure of Confidential Info | ALL MT | | | |
| BP 15 60 | 02-21 | Cyber Incident Exclusion | ALL | | | |
| BP 15 91 | 12-23 | Exclusion - PFAS | ALL | | | |
| BP0526M | 01-16 | Excl of Certified Acts of | ALL MT | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Terrorism Inv N/B/C | | | | |
| MFM 001 | 05-25 | Policyholder Notice | ALL | | | |
| MFM 001A | 03-20 | Midwest Family Mutual Service Fee Schedule | ALL | | | |
| MFMAC017 | 03-16 | Limited Exclusion - Wrap-Up Insurance Program | ALL | | | |
| MFMBP037 | 07-19 | Medical Expense at Your Request End | ALL MT | | | |
| MFMBP038 | 12-22 | Wind/Hail Loss Settlement Provisions | ALL MT | | | |
| MFMBP041 | 04-23 | War and Cyber War Exclusion | ALL MT | | | |
| MFMBP043 | 02-25 | Exclusion - PFAS Policyholders Notice | ALL | | | |
| MFMBP-02 | 09-15 | Asbestos Exclusion | ALL | | | |
| MWILP001 | 01-04 | US Treasury Dept OFAC Advisory Notice | ALL | | | |
| PRIV NTC | 12-22 | Privacy Policy Notice | ALL | | | |
| ART-0007 | 02-22 | Work Performed Exclusion | ALL | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-1 | | | |
| BP0498 | 01-10 | Employee Benefits Liability | ALL | | $1,000,000 | $425.00 |
| | | Employee Benefits Liability | | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 1-1 | | | |
| IH 68 04 | 05-17 | Boom Limitation | ALL | | | |
| MFMAC015 | 01-15 | Contractors Installation Coverage | 1-1 | 500 | | $469.00 |
| | | Max Limit per Location: 50000<br>Max Limit in Transit: 50000<br>Max Limit all Locations: 150000 | | | | |
| MFMAC016 | 01-16 | Contractors Tools and Equipment Coverage | ALL | | | |
| MFMAC021 | 02-25 | Incorp of Apps, Supporting Docs, and Represen | ALL MT | | | |
| MFMBP006 | 01-16 | Limited Pollution Cov-Work Sites | ALL | | | $750.00 |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 1-1 | | | |
| MFMBP036 | 09-18 | Ultimate Liability Advantage Endorsement | 1-1 | | | |
| MFMIL005 | 09-15 | Business Income/Extra Expense Limit | ALL | | | |
| IR 08 84 | 03-18 | Commercial (BOP/Garage) Identity Recovery Cov | ALL | $500 | 25,000 | $27.00 |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-2 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-2 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof | 1-2 | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Surfacing | | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-2 | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 2-1 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 2-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 2-1 | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 2-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 2-1 | | | |
| MFMBP040 | 05-23 | Roof Exclusion | 2-1 | | | |

| Veh | Address | City | State | Terr |
|---|---|---|---|---|
| 70 | 621 Charles Street | Billings | MT | 107 |
| 71 | 621 Charles Street | Billings | MT | 107 |
| 72 | 621 Charles Street | Billings | MT | 107 |
| 73 | 621 Charles Street | Billings | MT | 107 |
| 74 | 621 Charles Street | Billings | MT | 107 |
| 75 | 621 Charles Street | Billings | MT | 107 |
| 76 | 621 Charles Street | Billings | MT | 107 |
| 77 | 621 Charles Street | Billings | MT | 107 |
| 78 | 621 Charles Street | Billings | MT | 107 |

## Special Interest

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 1 | 2018 Ford F350 #2647 | Ford Motor Credit<br>PO Box 30201<br>College Station, TX 77842 | Unit 68 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML2 | 04-05 | Amendatory Endorsement #2 | | | | |
| 000-AUT | 07-15 | Commercial Auto Forms | | | | |
| CA0001 | 05-22 | Business Auto Coverage Form | ALL MT | | | |
| CA9944 | 12-90 | Loss Payable Clause | ALL | | | |
| CA 01 68 | 03-06 | Montana Garage Liability Changes | ALL MT | | | |
| CA 01 72 | 04-01 | Montana Changes-Medical Payments Coverage | ALL MT | | | |
| CA 02 20 | 10-03 | Montana Changes-Cancellation Non-Renewal | ALL MT | | | |
| CA 99 03 | 03-06 | Auto Medical Payments Coverage | ALL MT | | | |
| CA-23-85 | 01-06 | Exclusion of Terrorism Involving N/B/C | ALL MT | | | |
| IL0003 | 06-89 | Calculation of Premium | ALL | | | |
| IL0017 | 11-85 | Common Policy Conditions | ALL MT | | | |
| IL 00 21 | 09-08 | Nuclear Energy Liability Excl Endt-Broad Form | ALL MT | | | |
| IL 01 67 | 09-08 | Montana Changes-Conformity with Statutes | ALL MT | | | |
| IL 01 80 | 09-07 | MT Changes-Concealment, misrepresentation fra | ALL MT | | | |
| MFMCA005 | 05-20 | Business Auto Advantage Endorsement | ALL | | | $4,982.00 |
| | | 47 - Number of Vehicles | | | | |
| CA 20 54 | 10-01 | Employee Hired Auto | | | | |
| CA 99 33 | 10-13 | Employees as Insureds | | | | |
| CA 31 35 | 12-07 | MT Uninsured Motorists Coverage-Non-Stacked | | | | |
| CA 31 33 | 12-07 | MT Underinsured Motorists | | | | |

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Cov.Non-Stacked | | | | |

MFM ML3 04-05

## Amendatory Endorsement #3

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560139501

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ARTISAN CONTRACTOR COVERAGE FORM

SNOW PLOW PRODUCTS - COMPLETED OPERATIONS HAZARD COVERAGE

The following exception is added to Exclusion B/1.g Aircraft, Auto, or Watercraft in Section II - Liability:

This exclusion does not apply to "bodily injury" or "property damage" that:

(a) Is included in the "products-completed operations hazard", and
(b) Arises out of the use of any "auto" for snow or ice removal operations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

# ULTIMATE LIABILITY ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the BUSINESSOWNERS COVERAGE FORM and provides the following coverages:

| Coverage | Limits |
|---|---|
| **Bail Bonds** | **$5,000** |
| **Loss of Earnings** | **$1,000** |
| **Automatic Liability Coverage – Newly Acquired or Constructed Property** | **120 Days – Period of Coverage** |
| **Damage to Property- Borrowed Equipment** | **$5,000** |
| **Blanket Additional Insured – Primary & Non Contributory – Ongoing and Completed Operations** | **Included if required by Written Contract or Written Agreement** |
| **Damage to Premises Rented to You** | **$300,000** |
| **Contractual Liability – Railroad** | **Included in General Liability Limit** |
| **Blanket Waiver of Subrogation** | **Included if required by Written Agreement** |

The provisions of the Businessowners Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Businessowners Coverage Form:

**Bail Bonds, Loss of Earnings and Automatic Liability Coverage – Newly Acquired or Constructed Property**

**SECTION II – LIABILITY – A. Coverages – 1. Business Liability**
**f. Coverage Extension – Supplementary Payments** – The following is changed:
**(b)** Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for 'bodily injury" applies. We do not have to furnish these bonds. And;
**(d)** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

The following **Coverage Extension** is added:
**(3)** For any newly acquired or constructed property that is intended for the similar use and operation as described in the Declarations we will extend Liability coverage. That coverage will end when any of the following first occurs:
**(a)** This policy expires; or
**(b)** 120 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property.
We will charge you additional premium for the liability from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.
**Damage to Property – Borrowed Equipment**

The following change is made to **B. Exclusions – 1. Applicable To Business Liability Coverage**
**k. Damage To Property** – the following is added to **(4)**
This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $5,000 per occurrence.

**Blanket Additional Insured – Primary and Non Contributory – Ongoing and Completed Operations**

The following is added to **C. Who Is An Insured**
**3.** The following are also an insured.
**A.** Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or a written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
**1** Your acts or omissions;
**2** The acts or omissions of those acting on your behalf, and resulting from;

**(a)** Your ongoing operations performed for the additional insured;
**(b)** Your work completed as included in the "products completed operations hazard" performed for the additional insured.
**B.** However, regarding provision **A.** above:
**1.** We will not extend insurance coverage to any additional insured or organization:
**(a)** That is not provided to you in this policy; or
**(b)** That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement.
**C.** The insurance provided to the additional insured person or organization does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of your rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
**1.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change of orders or drawings and specifications; and
**2.** Supervisory inspection, architectural or engineering activities.
**D.** For the coverage here:
**1.** The insurance is primary with respects to our coverage for the additional insured person or organization where the written contract or written agreement requires this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
**2.** This insurance is excess over any other insurance, whether primary, excess, contingent or any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same occurrence, claim or suit. This provision does not apply to any policy which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**Damage to Premises Rented To You**

The following change is made to **D. Liability And Medical Expenses Limits Of Insurance** – paragraph **3.** Is deleted and replaced with the following:
**3.** The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is $300,000. This limit replaces the limit shown in the Declarations for Damage to Premises Rented to You.

**Contractual Liability – Railroad**

The following change is made to **F. Liability And Medical Expenses Definitions** – **9.** "Insured contract" is changed to include contractual liability – railroads. The definition of "insured contract" is replaced with the following:
**9.** "Insured contract" means:
**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owners is not an "insured contract";
**b.** A sidetrack agreement;
**c.** Any easement or license agreement;

**d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
**e.** An elevator maintenance agreement;
**f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph **f.** does not include that part of any contract or agreement:

- **(1)** That indemnified an architect, engineer or surveyor for injury or damage arising out of:
  - **a.** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **b.** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- **(2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

**Blanket Waiver of Subrogation**

**SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)** The following change is made to **K. Transfer Of Rights Of recovery Against Others To Us –** paragraph **2.** Is deleted and replaced with the following:
**2.** Applicable to Businessowners Liability Coverage:
If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

We waive any Right of Recovery we may have against any additional insured as required in a written agreement because of payments we make for injury or damage arising out of your ongoing operations or your work done under contract with that person or organization.

MFM ML1 04-05

## Amendatory Endorsement #1

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
NAME INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560146256
LINE OF BUSINESS: WORKER¿S COMPENSATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

BLANKET WAIVER OF SUBROGATION COVERAGE APPLIES

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS.

WE HAVE THE RIGHT TO RECOVER OUR PAYMENT FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT.

# YELLOWSTONE COUNTY
# INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and **John's Home and Yard Service Inc.**, herein referred to as "CONTRACTOR", whose address is **P.O. Box 21460, Billings, MT 59104.**

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as

**Work generally described as Snow Plowing within RSID 779 – Twin Coulee/Sanctuary Canyon and additional services or conditions per attached scope of work & quotation - Exhibit A.**

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:
CONTRACT shall be in effect from **November 1, 2026 to April 30, 2027**. If mutually agreed by both parties, the contract may be extended twice for a term of one (1) year per extension.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of **$ 475.00 per plowing event, $ 150.00 per hour for other services, and Unit Rates for other conditions as described in Exhibit A.** CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's quote dated **October 22, 2026**
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A – Contract Scope of Work & Specifications, Quote Solicitation List, and RSID Location & Boundary Map attached hereto**

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

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

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

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

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

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid

wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

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

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

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

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

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

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

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

RSID 852

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 Nov 1 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
John's Home and Yard Service
Billings, MT 59104

Signature

General Manager
Title

# Yellowstone County RSID Snow Plowing Quote Sheet

**Please fill out and return a worksheet for each RSID Subdivision you elect to quote**

**COMPANY NAME: John's Home and Yard Service**

**RSID Name and Number: Twin Coulee – Sanctuary Canyon 779**

**RSID Event Committee Selection (Note 2" or 4" or Will-Call): 4"**

## BASE QUOTE RATES

**Base Quote (Lump Sum) Per Plowing Event (as per specific RSID Committee selection)**

**$ $475 /EACH (N/A if Will-Call Service Selection)**

**Additive Quote (Unit Price) Per Hour of Plowing Service / Will-Call Rate**

**$ $150 /HR Minimum Hourly Rate (Flat Fee or Min Hrs) $ $300 /LS or HRS**

---

**MAILING ADDRESS: P.O. Box 21460**

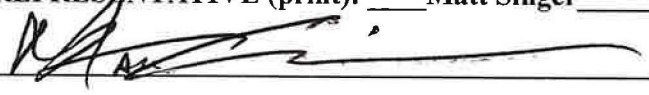
**CITY, STATE, ZIP CODE: Billings, MT 59104**

**TELEPHONE NUMBER: 406-652-8985**

**EMAIL ADRESS: msinger@jhys.com**

**MONTANA CONTRACTORS' LICENSE No. (if applicable): CCP-CCL-LIC-0148698**

**AUTHORIZED REPRESENTATIVE (print): Matt Singer**

**SIGNATURE:** 

**DATE: 10/22/2026**

---

I acknowledge receiving the following addenda (if applicable).

No. 1 _____ No. 2 _____ (Initial)

---

**ADDITIONAL SERVICES OFFERED/CONDITIONS –**

**Sanding Material Treatment / Ice-Melt Treatment:** YES __X____NO _____

**$ Fee Amount/Rates (if offered / provide clarifications):**

_____$350 Per Load of Sand (1 ton of sand)_____

_____

**Holiday Service Restrictions:** YES _X____NO _____

**Note Restricted Service Days (if any)**

_____

**Christmas**

_____

**$ Holiday Fee Premium Amount / Rate (if any / provide clarifications):**

___None_____

_____

**Multi-Year / Season Contract Offer (1 season term extension): YES ___X___NO _____**

**<u>Note</u> – If offered by Contractor, this option may be selected to reduce contracting administrative processes of the RSID, Yellowstone County and Contractor. If offered by Contractor, provide an extended contract Rate/Fee (e.g. $ fixed amount or % increase) adjustment (if any) to be applied for the succeeding year/season.**

_____

**5% increase in prices for each subsequent year.**

_____

**Any Other Conditions / Notations of Service Offerings:**

_____

_____

_____

_____

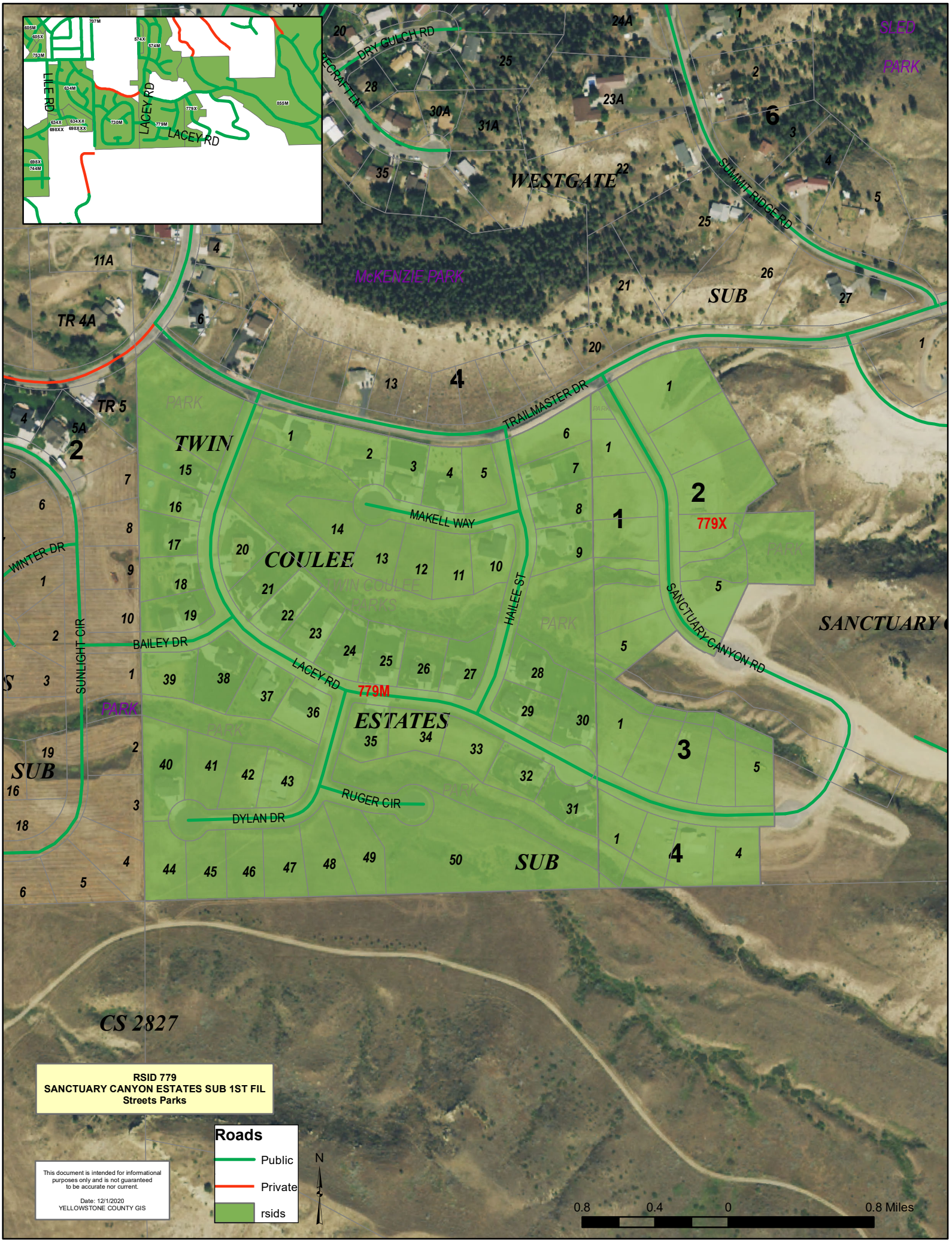
# EXHIBIT A

## Yellowstone County RSID Subdivision Snow Plowing
## Scope of Work & Specifications

- Provide Snow Plowing Lump Sum Rate "Per Event" Depth (2" or 4" inch) as selected by each RSID Committee (N/A if Committee Selects "Will-Call" Service)
    - Quote a Fixed Lump Sum Rate per Service of all streets and cul-de-sacs within the RSID mapped area
    - Quote Rate to include Automatic Service that is to occur once the designated depth threshold has been achieved and/or is anticipated (unless Will-Call Service)
    - RSID Ad-Hoc Committees may request snow plowing if less than the designated threshold has accumulated, but the committee must initiate this request directly with the Contractor
- Provide Snow Plowing Rate per Hour for Will-Call or other service call outs by the RSID Ad-Hoc Committees
    - Quote a Fixed Rate per Hour: Examples of call-out services
        - Will-Call Contract Service (Base Contract established at Hourly Rate only)
        - Drift Plowing / Slush Plowing
        - Partial / Other Plowing - TBD
- Provide Rate Quotes for Other Offered Winter Services
    - Sanding Treatment Rate
    - Ice-Melt Treatment Rate
    - Other Services (if any)
    - Application / Usage to be at request of and locations coordinated directly by RSID committee
- Provide Service Limitation Notations / Special Fees
    - Holiday Premium Days / Rates (if any)
    - Holiday Service Restrictions / Non-Service Days (if any)
    - Other Restrictions / Fees (if any)
- Guidelines for all Subdivision Plowing
    - Plowing to include all streets and cul-de-sacs
    - Punctual plowing performance is expected per event
    - Driveways and Mailboxes are not to be plowed in with windrow stockpiles
    - Landscaping / Signage / Mailbox / Other Property Damage that occurs beyond the edge of roadway is to be repaired or replaced at Contractors Expense and coordinated with Property Owner(s) and is considered incidental to Contract Rates.
    - Coordinate with RSID Ad-Hoc Committee and Property Owners as necessary
- NOTE: <u>All road alignments colored dark green (designated as Public Roads) AND WITHIN THE BOUNDARIES of the mapped subdivisions are to be considered a road surface to be plowed and subject to receive service via the RSID program of the RSID subdivision(s) quoted.</u> Contractors interested in submitting price quotes are encouraged to visit the site(s) to obtain and verify their own measurements of lengths, widths, slopes and any other conditions to consider as needed to perform this work. Provided RSID road lengths are approximate only and will not be considered cause for contract rate adjustments.
- Price Quotes shall include all labor, equipment, and tools necessary for the noted service(s)

# YCPW 2026 RSID Snow Plowing Solicitation List *

| Quote List No. | RSID No. | RSID Name | RSID Service Selection | Approximate Rd Lengths - MILES | | RSID Location Clarifications/Notes: |
|---|---|---|---|---|---|---|
| 1 | 651 | Cloverleaf Meadows | 2" | 1.6 | | |
| 2 | 667 | White Tail | 2" | 0.2 | | |
| 3 | 671 | Blue Creek View | 2" | 1.5 | | **ALL Gravel Roads** |
| 4 | 675 | Oak Ridge ***PH 1*** | 2" | 0.6 | | |
| 5 | 688 | Eagle Bend | Will-Call | 4.0 | | **ALL Gravel Roads** |
| 6 | 689 | Saddleback Ridge | 2" | 2.3 | | |
| 7 | 698 | Sierra Estates | *4" Event* | 2.8 | | |
| 8 | 701 | Pheasant Brook | 2" | 2.5 | | |
| 9 | 703 | Beartooth Pointe | 2" | 1.0 | | ***Requires Sanding and/or Ice Treatment*** |
| 10 | 709 | Clarks Fork ***RIVER RANCH*** | 2" | 1.2 | | AKA Clarks Point Drive |
| 11 | 713/715 | Tanglewood | 2" | 3.7 | | ***Combine the 2 RSID Maps*** |
| 12 | 720 | Lone Eagle | 2" | 2.0 | | ***MAY require Sanding and/or Ice Treatment*** |
| 13 | 723 | Clarks Fork ***ESTATES*** | 4" Event | 0.15 | | **ALL Gravel Roads** |
| 14 | 727 | Farnum | 4" Event | 1.1 | | |
| 15 | 728 | Linlee Lakes | 2" | 1.6 | | |
| 16 | 757 | Huntley Estates | Will-Call | 1.3 | | |
| 17 | 761 | Vista Buttes | 2" | 1.2 | | |
| 18 | 769 | Brookwood | 4" Event | 2.7 | | |
| 19 | 773 | West Meadows | 2" | 3.2 | | **PARTIAL Gravel Roads;** ***EXCLUDE So Homewood Park Dr N of Penta Cir; EXCLUDE W Bird Way S of White Pine Cir*** |
| 20 | 776 | Pryor Creek | 2" | 1.7 | | |
| 21 | 779 | Twin Coulee | 4" Event | 1.3 | | AKA Sanctuary Canyon |
| 22 | 786 | Grizzly Creek | 4" Event | 0.5 | | |
| 23 | 803 | Indian Cliffs | 4" Event | 3.5 | | ***INCLUDE Apache Trail from Hwy 3 to beginning of RSID Subdivision roads*** |
| 24 | 806 | River Ranch ***RETREAT*** | 4" Event | 1.5 | | |
| 25 | 820 | Crest View | 2" | 0.2 | | |
| 26 | 850 | Bar 11 | 2" | 4.6 | | ***INCLUDE Hawthorn Ln to 650 S of Bull Park; EXCLUDE Plateau Rd and Muckle Trl beyond 200 ft W of Derby St; Exclude all unfinished roads N & W of Bar 11 & Windy Point intersection; EXCLUDE all unfinished roads S of Windy Point & Bull Park intersection*** |
| 27 | 852 | MacKenzie Meadow | 2" | 2.75 | | ***INCLUDE all of Abby Rd from S 56th St through Subdivision; EXCLUDE Callies St and Kenzie St beyond 200 ft east of Abby Rd*** |
| 28 | 861 | Sundance | 2" | 1.8 | | |
| 29 | 887 | Stone Creek | 4" Event | 1.0 | | |
| 30 | 730 | Emerald Eagle | 2" | 1.4 | | *** Added RSID location 10/20/26** |


RSID 779
SANCTUARY CANYON ESTATES SUB 1ST FIL
Streets Parks
Roads
Public
Private
rsids
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 12/1/2020
YELLOWSTONE COUNTY GIS
N
0.8 0.4 0 0.8 Miles
TWIN COULEE ESTATES SUB
WESTGATE SUB
SANCTUARY CANYON ESTATES SUB
McKENZIE PARK
SLED PARK
TWIN COULEE PARKS
TRAILMASTER DR
MAKELL WAY
HAILEE ST
SANCTUARY CANYON RD
SUMMIT RIDGE RD
DRY GULCH RD
LACEY RD
779M
779X
BAILEY DR
WINTER DR
SUNLIGHT CIR
RUGER CIR
DYLAN DR
TR 4A
TR 5
CS 2827

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2026

**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**
Leavitt Great West Insurance Services, LLC
3067 Cabernet Drive
Suite 3
Helena MT 59601

**CONTACT NAME:** Lyndie Kraft
**PHONE (A/C, No, Ext):** (877) 229-4553 **FAX (A/C, No):** (866) 751-8096
**E-MAIL ADDRESS:** lyndie-kraft@leavitt.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Midwest Family Mutual Insurance Company | 23574 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
John's Home & Yard Service LLC
PO Box 21460
Billings MT 59104

**COVERAGES** **CERTIFICATE NUMBER:** Rvsd Mstr PK **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Explosion Full Time | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Uninsured/Underinsured Motorist B | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | CPMT050449042 | 09/01/2026 | 09/01/2027 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

Certificate Holder is Additional Insured with Waiver of Subrogation on a Primary & Non-Contributory basis in regards to General Liability, Auto Liability, and Work Comp. See MFMBP036 (09-18), MFMCA005 (05-20), and NC300 (04/23) Matt Singer is excluded from Workers Compensation.

**CERTIFICATE HOLDER**
Yellowstone County
PO Box 35024
Billings MT 59107

**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.**

**AUTHORIZED REPRESENTATIVE**
Lyndie Kraft


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**The ACORD name and logo are registered marks of ACORD**

# ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Employee Benefits | EBLIA | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Explosion Part Time | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | 1,000 | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Medical payments | MEDPM | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 5,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO ADVANTAGE ENDORSEMENT**

This endorsement modifies insurance provided under the BUSINESS AUTO COVERAGE FORM – CA 00 01 12 90 – and provides the following coverages:

| Coverage | Limit or Included |
|---|---|
| **Additional Insured By Contract Or Agreement** | **Included** |
| **Airbags Coverage Extension** | **Included** |
| **Employees As Insureds** | **Included** |
| **Employee Hired Autos** | **$65,000** |
| **Glass Breakage (Windshield Repair)** | **Deductible waived** |
| **Hired Auto Physical Damage Coverage** | **$65,000** |
| • **Loss of Use** | **$300 Per Day**<br>**$2100 Maximum** |
| **Limited Fellow Employee Coverage** | **Included** |
| **Limited Loan/Lease Gap Coverage** | **$2,000** |
| **Newly Formed Or Acquired Entities** | **Included** |
| **Rental Reimbursement Coverage** | **45 Days**<br>**$75 Maximum Per Day**<br>**$3,375 Maximum To Any One Covered Auto**<br>**$15,000 Maximum Rental Expenses In Any One Policy Period** |
| **Supplementary Payments – Increased Limits:** | |
| • **Bail Bonds** | **$3,000** |
| • **Loss Of Earnings (Per Day)** | **$1,000** |
| **Towing And Labor** | **$100** |
| **Waiver Of Subrogation By Contract or Agreement** | **Included** |

The provisions of the Business Auto Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Business Auto Coverage Form:

**EMPLOYEE HIRED AUTOS**

**A. Changes in Liability Coverage**
The following is added to the **Who is an Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**B. Changes in General Conditions**
Paragraph **5.b.** of the **Other Insurance** Condition is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**1.** Any covered "auto" you lease, hire, rent or borrow; and

**2.** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**C. Limit of Insurance**
The most we will pay in any one "loss" will be the lesser of:

**(1)** The actual cash value of the damaged or stolen"auto" as of the time of the "loss";

**(2)** The cost to repair or replace the damaged or stolen "auto" as of the time of the "loss";

**(3)** $65,000.

**HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for **Covered Autos Liability Coverage** in the policy, then such **Physical Damage Coverage** that is provided in this policy for your owned "autos" will be extended to certain "autos" you lease, hire, rent or borrow, subject to the following additional provisions:

**1.** This extension for **Hired Auto Physical Damage Coverage** does not apply to:

**a.** Any "auto" you lease, hire, rent or borrow that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;

**b.** Any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households; or

**c.** Any other "auto" you lease, hire, rent, or borrow:

**(1)** For a period of more than 30 days; or

**(2)** With a driver.

2. **Physical Damage Coverage**
The **Physical Damage Coverage** provided will be:
**(a)** With respect to the Other Than Collision coverage;
**(1)** Comprehensive Coverage if any covered "auto" owned by you has this coverage under the policy; or,
**(2)** Specified Causes Of Loss Coverage if, under this policy any covered "auto" owned by you has this coverage and no other covered "auto" owned by you has Comprehensive Coverage; and
**(b)** Collision Coverage if any covered "auto" owned by you has this coverage under this policy.

3. **Limit Of Insurance**
The most we will pay in any one "loss" will be the lesser of:
**a.** The actual cash value of the damaged or stolen "auto" as of the time of the "loss";
**b.** The cost to repair or replace the damaged or stolen "auto" with the other property of like kind and quality; or
**c.** $65,000,
Except that such amount will be reduced by a deductible as determined in paragraph **4.** below.

4. **Deductible**
Our obligation to pay for, repair, return or replace such damaged or stolen covered "auto" will be reduced by a deductible for coverage afforded in **2.(a)** and **2.(b)** above equal to the amount of the largest deductible applicable for that coverage to any covered "auto" owned by you. However, no deductible will apply to "loss" caused by fire or lightning.

5. **Loss Of Use**
For any "auto" which is a covered "auto" under this extension **Hired Auto Physical Damage Coverage,** and subject to the coverages provided under paragraph **2. Physical Damage Coverage** above, we will also pay expenses for loss of use of such "auto", subject to the following additional provisions:
**a.** Such "auto": is leased or rented under a written rental contract or agreement;
**b.** Such loss of use is a direct consequence of a "loss" covered under this extension **Hired Auto Physical Damage Coverage:**
**(1)** For which an "insured" is legally responsible; and
**(2)** As a result of which the leasing or rental entity sustains a monetary loss;
**c.** The most we will pay for any expenses for loss of use is $300 per day, subject to a maximum of $2,100.

6. **Other Insurance**
Coverage under this extension **Hired Auto Physical Damage Coverage** will be excess over any other valid and collectible insurance available to the "insured".

**ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**

1. **SECTION II – LIABILITY COVERAGE A. 1. WHO IS AN INSURED** is changed to add as an additional insured any person or organization when you and such person or organization have agreed in writing

in a contract or agreement that such person or organization can be added as an additional insured on your policy, subject to the following additional provisions.

**a.** Such person or organization is an additional insured only with respect to their vicarious legal responsibility for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto", and then only to the extent of that liability.

**b.** Such person or organization is not an additional insured for any covered "auto" owned by, hired from, or borrowed from such person or organization or a member of such person's household.

**c.** Such written contract or agreement must be executed prior to, and be in effect at the time of, the "bodily injury" or "property damage".

**d.** Paragraph **F.** "Insured Contract" contained in **SECTION V – DEFINITIONS** is changed to add sub-paragraph **d.** to the end of that definition, as follows:
An "Insured Contract" does not include that part of any contract or agreement:
**d.** That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other that the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto".

**2.** None of the following shall be an additional insured under this endorsement:
**a.** Any motor carrier for hire or his or her "employees"; or
**b.** Any rail, water or air carrier or their "employees"
for any covered "auto".

**3.** Paragraph **A. 1. WHO IS AN INSURED** paragraph **c.** is deleted and replaced with the following provisions:
**c.** The additional insured is not required to pay any premiums stated in the policy or earned from the policy. Any return premium shall be payable to you.
**d.** You are authorized to act for the additional insured in all matters pertaining to this insurance.
**e.** the additional insured will retain any right of recovery as a claimant under this policy.

**EMPLOYEES AS INSUREDS**

**SECTION II – LIABILITY COVERAGE – A. 1. WHO IS AN INSURED** is changed to the following provision.

Any "employee" of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision **Employees As Insureds,** does not apply if separate Employees As Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

**NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

The Named Insured shown in the Business Auto Declarations is amended to include any organization you newly form or acquire, other than:

**(i)** A partnership, joint venture, or limited liability company; or

**(ii)** An organization excluded by the provisions of this policy or by endorsement,

and over which you maintain ownership or majority interest of more than 50%, subject to the following additional provisions:

**1.** This insurance does not apply to any newly formed or acquired organization that is an "insured" under such policy but for its termination or the exhaustion of its Limits of Insurance.

**2.** Coverage under this provision does not apply to injury, damage, expense, or "loss" that occurred before you formed or acquired the organization.

**3.** Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, or the end of the policy period, whichever is earlier.

**SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

The following changes are made to **SECTION II – LIABILITY COVERAGE – A. 2. COVERAGE EXTENSIONS:**

**1.** The limit shown in Subparagraph **(2)** for the cost of bail bonds is changed from $250 to $3,000.

**2.** The limit shown in Subparagraph **(4)** for all reasonable expenses incurred at our request, including actual loss of earnings because of time off work, is changed from $100 to $1,000 per day.

**LIMITED FELLOW EMPLOYEE COVERAGE**

**SECTION II – LIABILITY COVERAGE – B. EXCLUSIONS 5. FELLOW EMPLOYEE** is replaced by the following:

**a.** "Bodily injury" to any fellow "employee" of the "insured" arising out of an in the course of the fellow "employees" employment or while performing duties related to the conduct of your business; or

**b.** the spouse, child, parent, brother or sister of the fellow "employee" as a consequence of Paragraph **a.** above.

However, this exclusion does not apply to liability incurred by your employees that are "executive officers".

Such coverage is excess over any other collectible insurance, and Paragraph **5. OTHER INSURANCE** of **B. GENERAL CONDITIONS** under **SECTION IV – BUSINESS AUTO CONDITIONS** is changed accordingly.

Any insurance provided by this provision **Limited fellow Employee Coverage** does not apply if separate fellow Employee Coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made part of this policy.

As used in this provision "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

**TOWING AND LABOR COVERAGE**

Paragraph **2. Towing** under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

With respect to any "private passenger auto" or "light truck" you own that is provided both Comprehensive Coverage and Collision Coverage in this policy, we will pay up to $100 for towing and labor costs incurred each time such "private passenger auto" or "light truck" is disabled, subject to the following additional provisions:

1. The labor must be performed at the place of disablement;
2. This coverage does not apply to stolen "autos".
3. As used with this coverage:
   a. "Private passenger auto" means a four wheel auto of the private passenger or station wagon type; and
   b. "Light truck" means a pick up or panel truck, sport utility vehicle or similar "auto", with a Gross Vehicle Weight (GVW) of 11,000 pounds or less.
   Gross Vehicle Weight (GVW) is the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

**GLASS BREAKAGE (WINDSHIELD REPAIR)**

Paragraph **3.** Glass Breakage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A –** the following is added:

**d.**If your windshield sustains damage resulting in a crack or chip that is deemed repairable and the repairs are completed, we will agree to waive your deductible.

**RENTAL REIMBURSEMENT COVERAGE**

Paragraph **4.** Coverage Extension under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to a covered "auto" you own, subject to the following additional provisions:

1. As used in the Rental Reimbursement Coverage provision, "auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads. However, "auto" does not include:
   a. "Mobile equipment", or
   b. Any other land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law where it is licensed or principally garaged.
2. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
3. No deductible applies to the coverage.
4. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
   a. The number of days reasonably required to repair or replace the covered "auto", or
   b. 45 days
5. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.

**b.** The maximum rental expenses shown below:
**(1)** $75 any one day;
**(2)** $3,375 because of "loss" to any one covered "auto".

**6.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**7.** The insurance afforded for **Rental Reimbursement Coverage** in this extension does not apply if separate Rental Reimbursement Coverage is issued by us as an endorsement and made part of this policy.

**AIRBAGS COVERAGE EXTENSIONS**

Paragraph **2. b.** contained in **SECTION III – PHYSICAL DAMAGE COVERAGE – B. EXCLUSIONS –** does not apply to the unintended discharge of an airbag. However, coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

**LIMITED LOAN/LEASE GAP COVERAGE**

The following is an added coverage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE:**

In the event of a covered total "loss" to a covered "auto" which is either owned by you or is long-term leased by you for a period of 12 consecutive months or longer, we will pay any unpaid amount due on your loan or lease for such covered "auto", subject to the following additional provisions:

**1.** We will only pay the lesser of:
**a.** The sum of such unpaid amount, less
**(1)** The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and
**(2)** Any:
**(a)** Overdue loan/lease payments at the time of the "loss",
**(b)** Financial penalties imposed under a lease or excessive use, abnormal wear and tear or high mileage;
**(c)** Security deposits not returned by the lessor;
**(d)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
**(e)** Carry-over balances from previous loans or leases; or
**b.** $2,000.

**2.** This extension does not apply to any "auto" that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

**WAIVER OF SUBRO BY CONTRACT OR AGREEMENT**

The following is added to Paragraph **A. 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** contained in **SECTION IV – BUSINESS AUTO CONDITIONS:**

Notwithstanding anything to the contrary in the previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for 'bodily injury", "property damage" or "loss" arising out of the operation, maintenance, use,

loading or unloading of a covered "auto" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:
   a. Made prior to the covered injury or damage; and
   b. In effect at the time of the covered injury or damage; and
2. The injury or damage arises out of the operations contemplated by such written contract or agreement.

This waiver applies on to such person or organization designated in such written contract or agreement.

**ADDITIONAL DEFINITIONS**

As used with this endorsement the following Definitions are added:

**"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

**"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**"Temporary worker"** means a person who is furnished to you as a substitute for a permanent "employee" on leave or to meet seasonal or short term workload conditions.

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 2 | LEASED/RENTED EQUIP. | RDO Equipment Co<br>5221 Midland Road<br>Billings, MT 59101 | Unit 1 |
| Loss Payee | | | |
| 3 | LEASED/RENTED EQUIP | US Bank Equipment Finance<br>1310 Madrid Street<br>Marshall, MN 56258 | Unit 1 |
| Mortgagee | | | |
| 1 | | FIRST INTERSTATE BANK<br>INSURANCE SERVICE CENTER<br>PO BOX 863329<br>Plano, TX 75086 | Unit 2 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

### FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML3 | 04-05 | Amendatory Endorsement #3 | | | | $500.00 |
| 000-ART | 07-15 | Artisan Contractor Forms | ALL | | | |
| BOP P 02 | 01-21 | Policyholder Notice | ALL MT | | | |
| BP0417 | 01-10 | Employment-Related Practices Exclusion | ALL MT | | | |
| BP0418 | 06-89 | Amendment-Liquor Liability Exclusion | ALL MT | | | |
| BP0517 | 01-06 | Exclusion - Silica or Silica-Related Dust | ALL | | | |
| BP1408 | 01-10 | Excl - Exterior Insulation and Finish Systems | ALL | | | |
| BP 00 03 | 05-22 | Montana Businessowners Coverage Form | ALL MT | | | |
| BP 02 01 | 01-10 | Montana Changes | ALL MT | | | |
| BP 05 01 | 07-02 | Calculation of Premium | ALL | | | |
| BP 05 15 | 12-20 | Disclosure Pursuant to TRIA | ALL | | | |
| BP 05 23 | 01-15 | Cap Losses from Certified Acts of Terrorism | ALL | | | |
| BP 05 77 | 01-06 | Fungi or Bacteria Exclusion (Liability) | ALL MT | | | |
| BP 14 86 | 07-13 | Communicable Disease Exclusion | ALL MT | | | |
| BP 15 04 | 12-23 | Excl - Access/Disclosure of Confidential Info | ALL MT | | | |
| BP 15 60 | 02-21 | Cyber Incident Exclusion | ALL | | | |
| BP 15 91 | 12-23 | Exclusion - PFAS | ALL | | | |
| BP0526M | 01-16 | Excl of Certified Acts of | ALL MT | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Terrorism Inv N/B/C | | | | |
| MFM 001 | 05-25 | Policyholder Notice | ALL | | | |
| MFM 001A | 03-20 | Midwest Family Mutual Service Fee Schedule | ALL | | | |
| MFMAC017 | 03-16 | Limited Exclusion - Wrap-Up Insurance Program | ALL | | | |
| MFMBP037 | 07-19 | Medical Expense at Your Request End | ALL MT | | | |
| MFMBP038 | 12-22 | Wind/Hail Loss Settlement Provisions | ALL MT | | | |
| MFMBP041 | 04-23 | War and Cyber War Exclusion | ALL MT | | | |
| MFMBP043 | 02-25 | Exclusion - PFAS Policyholders Notice | ALL | | | |
| MFMBP-02 | 09-15 | Asbestos Exclusion | ALL | | | |
| MWILP001 | 01-04 | US Treasury Dept OFAC Advisory Notice | ALL | | | |
| PRIV NTC | 12-22 | Privacy Policy Notice | ALL | | | |
| ART-0007 | 02-22 | Work Performed Exclusion | ALL | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-1 | | | |
| BP0498 | 01-10 | Employee Benefits Liability | ALL | | $1,000,000 | $425.00 |
| | | Employee Benefits Liability | | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 1-1 | | | |
| IH 68 04 | 05-17 | Boom Limitation | ALL | | | |
| MFMAC015 | 01-15 | Contractors Installation Coverage | 1-1 | 500 | | $469.00 |
| | | Max Limit per Location: 50000<br>Max Limit in Transit: 50000<br>Max Limit all Locations: 150000 | | | | |
| MFMAC016 | 01-16 | Contractors Tools and Equipment Coverage | ALL | | | |
| MFMAC021 | 02-25 | Incorp of Apps, Supporting Docs, and Represen | ALL MT | | | |
| MFMBP006 | 01-16 | Limited Pollution Cov-Work Sites | ALL | | | $750.00 |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 1-1 | | | |
| MFMBP036 | 09-18 | Ultimate Liability Advantage Endorsement | 1-1 | | | |
| MFMIL005 | 09-15 | Business Income/Extra Expense Limit | ALL | | | |
| IR 08 84 | 03-18 | Commercial (BOP/Garage) Identity Recovery Cov | ALL | $500 | 25,000 | $27.00 |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-2 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-2 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof | 1-2 | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Surfacing | | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-2 | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 2-1 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 2-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 2-1 | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 2-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 2-1 | | | |
| MFMBP040 | 05-23 | Roof Exclusion | 2-1 | | | |

| Veh | Address | City | State | Terr |
|---|---|---|---|---|
| 70 | 621 Charles Street | Billings | MT | 107 |
| 71 | 621 Charles Street | Billings | MT | 107 |
| 72 | 621 Charles Street | Billings | MT | 107 |
| 73 | 621 Charles Street | Billings | MT | 107 |
| 74 | 621 Charles Street | Billings | MT | 107 |
| 75 | 621 Charles Street | Billings | MT | 107 |
| 76 | 621 Charles Street | Billings | MT | 107 |
| 77 | 621 Charles Street | Billings | MT | 107 |
| 78 | 621 Charles Street | Billings | MT | 107 |

## Special Interest

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 1 | 2018 Ford F350 #2647 | Ford Motor Credit<br>PO Box 30201<br>College Station, TX 77842 | Unit 68 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML2 | 04-05 | Amendatory Endorsement #2 | | | | |
| 000-AUT | 07-15 | Commercial Auto Forms | | | | |
| CA0001 | 05-22 | Business Auto Coverage Form | ALL MT | | | |
| CA9944 | 12-90 | Loss Payable Clause | ALL | | | |
| CA 01 68 | 03-06 | Montana Garage Liability Changes | ALL MT | | | |
| CA 01 72 | 04-01 | Montana Changes-Medical Payments Coverage | ALL MT | | | |
| CA 02 20 | 10-03 | Montana Changes-Cancellation Non-Renewal | ALL MT | | | |
| CA 99 03 | 03-06 | Auto Medical Payments Coverage | ALL MT | | | |
| CA-23-85 | 01-06 | Exclusion of Terrorism Involving N/B/C | ALL MT | | | |
| IL0003 | 06-89 | Calculation of Premium | ALL | | | |
| IL0017 | 11-85 | Common Policy Conditions | ALL MT | | | |
| IL 00 21 | 09-08 | Nuclear Energy Liability Excl Endt-Broad Form | ALL MT | | | |
| IL 01 67 | 09-08 | Montana Changes-Conformity with Statutes | ALL MT | | | |
| IL 01 80 | 09-07 | MT Changes-Concealment, misrepresentation fra | ALL MT | | | |
| MFMCA005 | 05-20 | Business Auto Advantage Endorsement | ALL | | | $4,982.00 |
| | | 47 - Number of Vehicles | | | | |
| CA 20 54 | 10-01 | Employee Hired Auto | | | | |
| CA 99 33 | 10-13 | Employees as Insureds | | | | |
| CA 31 35 | 12-07 | MT Uninsured Motorists Coverage-Non-Stacked | | | | |
| CA 31 33 | 12-07 | MT Underinsured Motorists | | | | |

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Cov.Non-Stacked | | | | |

MFM ML3 04-05

## Amendatory Endorsement #3

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560139501

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ARTISAN CONTRACTOR COVERAGE FORM

SNOW PLOW PRODUCTS - COMPLETED OPERATIONS HAZARD COVERAGE

The following exception is added to Exclusion B/1.g Aircraft, Auto, or Watercraft in Section II - Liability:

This exclusion does not apply to "bodily injury" or "property damage" that:

(a) Is included in the "products-completed operations hazard", and
(b) Arises out of the use of any "auto" for snow or ice removal operations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

# ULTIMATE LIABILITY ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the BUSINESSOWNERS COVERAGE FORM and provides the following coverages:

| Coverage | Limits |
|---|---|
| **Bail Bonds** | **$5,000** |
| **Loss of Earnings** | **$1,000** |
| **Automatic Liability Coverage – Newly Acquired or Constructed Property** | **120 Days – Period of Coverage** |
| **Damage to Property- Borrowed Equipment** | **$5,000** |
| **Blanket Additional Insured – Primary & Non Contributory – Ongoing and Completed Operations** | **Included if required by Written Contract or Written Agreement** |
| **Damage to Premises Rented to You** | **$300,000** |
| **Contractual Liability – Railroad** | **Included in General Liability Limit** |
| **Blanket Waiver of Subrogation** | **Included if required by Written Agreement** |

The provisions of the Businessowners Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Businessowners Coverage Form:

**Bail Bonds, Loss of Earnings and Automatic Liability Coverage – Newly Acquired or Constructed Property**

**SECTION II – LIABILITY – A. Coverages – 1. Business Liability**
**f. Coverage Extension – Supplementary Payments** – The following is changed:
**(b)** Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for 'bodily injury" applies. We do not have to furnish these bonds. And;
**(d)** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

The following **Coverage Extension** is added:
**(3)** For any newly acquired or constructed property that is intended for the similar use and operation as described in the Declarations we will extend Liability coverage. That coverage will end when any of the following first occurs:
**(a)** This policy expires; or
**(b)** 120 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property.
We will charge you additional premium for the liability from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.
**Damage to Property – Borrowed Equipment**

The following change is made to **B. Exclusions – 1. Applicable To Business Liability Coverage**
**k. Damage To Property** – the following is added to **(4)**
This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $5,000 per occurrence.

**Blanket Additional Insured – Primary and Non Contributory – Ongoing and Completed Operations**

The following is added to **C. Who Is An Insured**
**3.** The following are also an insured.
**A.** Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or a written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
**1** Your acts or omissions;
**2** The acts or omissions of those acting on your behalf, and resulting from;

**(a)** Your ongoing operations performed for the additional insured;
**(b)** Your work completed as included in the "products completed operations hazard" performed for the additional insured.
**B.** However, regarding provision **A.** above:
**1.** We will not extend insurance coverage to any additional insured or organization:
**(a)** That is not provided to you in this policy; or
**(b)** That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement.
**C.** The insurance provided to the additional insured person or organization does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of your rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
**1.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change of orders or drawings and specifications; and
**2.** Supervisory inspection, architectural or engineering activities.
**D.** For the coverage here:
**1.** The insurance is primary with respects to our coverage for the additional insured person or organization where the written contract or written agreement requires this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
**2.** This insurance is excess over any other insurance, whether primary, excess, contingent or any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same occurrence, claim or suit. This provision does not apply to any policy which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**Damage to Premises Rented To You**

The following change is made to **D. Liability And Medical Expenses Limits Of Insurance** – paragraph **3.** Is deleted and replaced with the following:
**3.** The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is $300,000. This limit replaces the limit shown in the Declarations for Damage to Premises Rented to You.

**Contractual Liability – Railroad**

The following change is made to **F. Liability And Medical Expenses Definitions** – **9.** "Insured contract" is changed to include contractual liability – railroads. The definition of "insured contract" is replaced with the following:
**9.** "Insured contract" means:
**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owners is not an "insured contract";
**b.** A sidetrack agreement;
**c.** Any easement or license agreement;

**d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
**e.** An elevator maintenance agreement;
**f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph **f.** does not include that part of any contract or agreement:

- **(1)** That indemnified an architect, engineer or surveyor for injury or damage arising out of:
  - **a.** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **b.** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- **(2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

**Blanket Waiver of Subrogation**

**SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)** The following change is made to **K. Transfer Of Rights Of recovery Against Others To Us –** paragraph **2.** Is deleted and replaced with the following:
**2.** Applicable to Businessowners Liability Coverage:
If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

We waive any Right of Recovery we may have against any additional insured as required in a written agreement because of payments we make for injury or damage arising out of your ongoing operations or your work done under contract with that person or organization.

MFM ML1 04-05

## Amendatory Endorsement #1

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
NAME INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560146256
LINE OF BUSINESS: WORKER¿S COMPENSATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

BLANKET WAIVER OF SUBROGATION COVERAGE APPLIES

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS.

WE HAVE THE RIGHT TO RECOVER OUR PAYMENT FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT.

# YELLOWSTONE COUNTY
# INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and **John's Home and Yard Service Inc.**, herein referred to as "CONTRACTOR", whose address is **P.O. Box 21460, Billings, MT 59104.**

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as

**Work generally described as Snow Plowing within RSID 852 – MacKenzie Meadows Subdivision and additional services or conditions per attached scope of work & quotation - Exhibit A.**

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:
CONTRACT shall be in effect from **November 1, 2026 to April 30, 2027**. If mutually agreed by both parties, the contract may be extended twice for a term of one (1) year per extension.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of **$ 900.00 per plowing event, $ 150.00 per hour for other services, and Unit Rates for other conditions as described in Exhibit A.** CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's quote dated **October 22, 2026**
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A – Contract Scope of Work & Specifications, Quote Solicitation List, and RSID Location & Boundary Map attached hereto**

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

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

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

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

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

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid

wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

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

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

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

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

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

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

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

RSID 852

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 Nov 1 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
John's Home and Yard Service
Billings, MT 59104

Signature

General Manager
Title

# Yellowstone County RSID Snow Plowing Quote Sheet

**Please fill out and return a worksheet for each RSID Subdivision you elect to quote**

**COMPANY NAME: _____John's Home and Yard Service**

**RSID Name and Number: _____MacKenzie Meadow 852_____**

**RSID Event Committee Selection (Note 2" or 4" or Will-Call): ____2"_____**

## BASE QUOTE RATES

**Base Quote (Lump Sum) Per Plowing Event (as per specific RSID Committee selection)**

**$ _____$900_____/EACH (N/A if Will-Call Service Selection)**

**Additive Quote (Unit Price) Per Hour of Plowing Service / Will-Call Rate**

**$ ___$150_____/HR Minimum Hourly Rate (Flat Fee or Min Hrs) $ __$300_____/LS or _____ HRS**

---

**MAILING ADDRESS: _____P.O. Box 21460_____**

**CITY, STATE, ZIP CODE: ____Billings, MT 59104_____**

**TELEPHONE NUMBER: ____406-652-8985_____**

**EMAIL ADRESS: _____msinger@jhys.com_____**

**MONTANA CONTRACTORS' LICENSE No. (if applicable): ____CCP-CCL-LIC-0148698_**

**AUTHORIZED REPRESENTATIVE (print): ____Matt Singer_____**

**SIGNATURE: _____**

**DATE: _____10/22/2026_____**

==========

I acknowledge receiving the following addenda (if applicable).

No. 1_____ No. 2 _____ (Initial)

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**ADDITIONAL SERVICES OFFERED/CONDITIONS –**

**Sanding Material Treatment / Ice-Melt Treatment: YES _X___NO _____**

**$ Fee Amount/Rates (if offered / provide clarifications):**

**_____$350 Per Load of Sand (1 ton of sand)_____**

**Holiday Service Restrictions: YES _X____NO _____**

**Note Restricted Service Days (if any)**

**Christmas**

**$ Holiday Fee Premium Amount / Rate (if any / provide clarifications):**

**___None_____**

**Multi-Year / Season Contract Offer (1 season term extension): YES ___X___NO _____**

**<u>Note</u> – If offered by Contractor, this option may be selected to reduce contracting administrative processes of the RSID, Yellowstone County and Contractor. If offered by Contractor, provide an extended contract Rate/Fee (e.g. $ fixed amount or % increase) adjustment (if any) to be applied for the succeeding year/season.**

**5% increase in prices for each subsequent year.**

**Any Other Conditions / Notations of Service Offerings:**

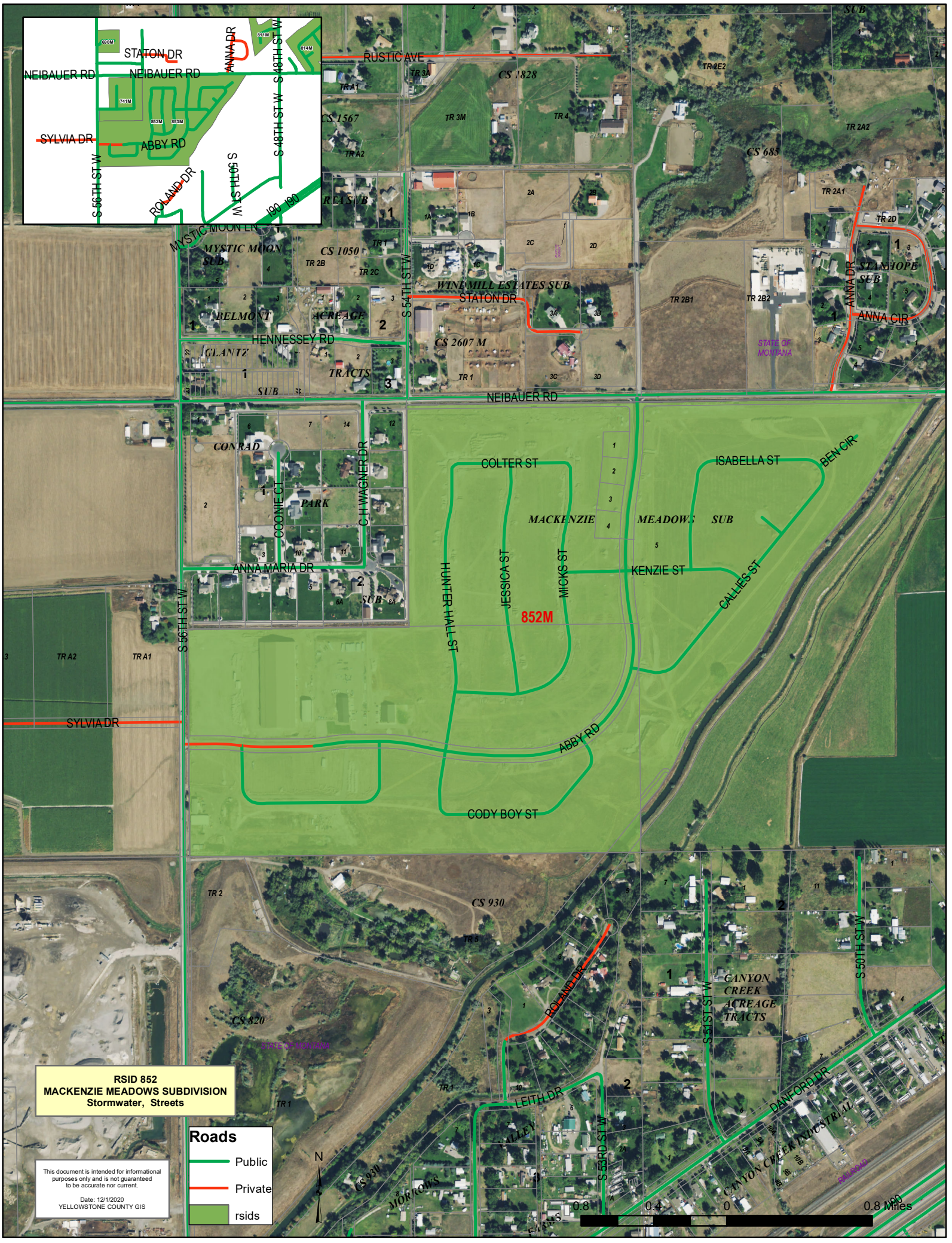
# EXHIBIT A

## Yellowstone County RSID Subdivision Snow Plowing
## Scope of Work & Specifications

- Provide Snow Plowing Lump Sum Rate "Per Event" Depth (2" or 4" inch) as selected by each RSID Committee (N/A if Committee Selects "Will-Call" Service)
    - Quote a Fixed Lump Sum Rate per Service of all streets and cul-de-sacs within the RSID mapped area
    - Quote Rate to include Automatic Service that is to occur once the designated depth threshold has been achieved and/or is anticipated (unless Will-Call Service)
    - RSID Ad-Hoc Committees may request snow plowing if less than the designated threshold has accumulated, but the committee must initiate this request directly with the Contractor
- Provide Snow Plowing Rate per Hour for Will-Call or other service call outs by the RSID Ad-Hoc Committees
    - Quote a Fixed Rate per Hour: Examples of call-out services
        - Will-Call Contract Service (Base Contract established at Hourly Rate only)
        - Drift Plowing / Slush Plowing
        - Partial / Other Plowing - TBD
- Provide Rate Quotes for Other Offered Winter Services
    - Sanding Treatment Rate
    - Ice-Melt Treatment Rate
    - Other Services (if any)
    - Application / Usage to be at request of and locations coordinated directly by RSID committee
- Provide Service Limitation Notations / Special Fees
    - Holiday Premium Days / Rates (if any)
    - Holiday Service Restrictions / Non-Service Days (if any)
    - Other Restrictions / Fees (if any)
- Guidelines for all Subdivision Plowing
    - Plowing to include all streets and cul-de-sacs
    - Punctual plowing performance is expected per event
    - Driveways and Mailboxes are not to be plowed in with windrow stockpiles
    - Landscaping / Signage / Mailbox / Other Property Damage that occurs beyond the edge of roadway is to be repaired or replaced at Contractors Expense and coordinated with Property Owner(s) and is considered incidental to Contract Rates.
    - Coordinate with RSID Ad-Hoc Committee and Property Owners as necessary
- NOTE: <u>All road alignments colored dark green (designated as Public Roads) AND WITHIN THE BOUNDARIES of the mapped subdivisions are to be considered a road surface to be plowed and subject to receive service via the RSID program of the RSID subdivision(s) quoted.</u> Contractors interested in submitting price quotes are encouraged to visit the site(s) to obtain and verify their own measurements of lengths, widths, slopes and any other conditions to consider as needed to perform this work. Provided RSID road lengths are approximate only and will not be considered cause for contract rate adjustments.
- Price Quotes shall include all labor, equipment, and tools necessary for the noted service(s)

# YCPW 2026 RSID Snow Plowing Solicitation List *

| Quote List No. | RSID No. | RSID Name | RSID Service Selection | Approximate Rd Lengths - MILES | | RSID Location Clarifications/Notes: |
|---|---|---|---|---|---|---|
| 1 | 651 | Cloverleaf Meadows | 2" | 1.6 | | |
| 2 | 667 | White Tail | 2" | 0.2 | | |
| 3 | 671 | Blue Creek View | 2" | 1.5 | | **ALL Gravel Roads** |
| 4 | 675 | Oak Ridge ***PH 1*** | 2" | 0.6 | | |
| 5 | 688 | Eagle Bend | Will-Call | 4.0 | | **ALL Gravel Roads** |
| 6 | 689 | Saddleback Ridge | 2" | 2.3 | | |
| 7 | 698 | Sierra Estates | *4" Event* | 2.8 | | |
| 8 | 701 | Pheasant Brook | 2" | 2.5 | | |
| 9 | 703 | Beartooth Pointe | 2" | 1.0 | | ***Requires Sanding and/or Ice Treatment*** |
| 10 | 709 | Clarks Fork ***RIVER RANCH*** | 2" | 1.2 | | AKA Clarks Point Drive |
| 11 | 713/715 | Tanglewood | 2" | 3.7 | | ***Combine the 2 RSID Maps*** |
| 12 | 720 | Lone Eagle | 2" | 2.0 | | ***MAY require Sanding and/or Ice Treatment*** |
| 13 | 723 | Clarks Fork ***ESTATES*** | 4" Event | 0.15 | | **ALL Gravel Roads** |
| 14 | 727 | Farnum | 4" Event | 1.1 | | |
| 15 | 728 | Linlee Lakes | 2" | 1.6 | | |
| 16 | 757 | Huntley Estates | Will-Call | 1.3 | | |
| 17 | 761 | Vista Buttes | 2" | 1.2 | | |
| 18 | 769 | Brookwood | 4" Event | 2.7 | | |
| 19 | 773 | West Meadows | 2" | 3.2 | | **PARTIAL Gravel Roads;** ***EXCLUDE So Homewood Park Dr N of Penta Cir; EXCLUDE W Bird Way S of White Pine Cir*** |
| 20 | 776 | Pryor Creek | 2" | 1.7 | | |
| 21 | 779 | Twin Coulee | 4" Event | 1.3 | | AKA Sanctuary Canyon |
| 22 | 786 | Grizzly Creek | 4" Event | 0.5 | | |
| 23 | 803 | Indian Cliffs | 4" Event | 3.5 | | ***INCLUDE Apache Trail from Hwy 3 to beginning of RSID Subdivision roads*** |
| 24 | 806 | River Ranch ***RETREAT*** | 4" Event | 1.5 | | |
| 25 | 820 | Crest View | 2" | 0.2 | | |
| 26 | 850 | Bar 11 | 2" | 4.6 | | ***INCLUDE Hawthorn Ln to 650 S of Bull Park; EXCLUDE Plateau Rd and Muckle Trl beyond 200 ft W of Derby St; Exclude all unfinished roads N & W of Bar 11 & Windy Point intersection; EXCLUDE all unfinished roads S of Windy Point & Bull Park intersection*** |
| 27 | 852 | MacKenzie Meadow | 2" | 2.75 | | ***INCLUDE all of Abby Rd from S 56th St through Subdivision; EXCLUDE Callies St and Kenzie St beyond 200 ft east of Abby Rd*** |
| 28 | 861 | Sundance | 2" | 1.8 | | |
| 29 | 887 | Stone Creek | 4" Event | 1.0 | | |
| 30 | 730 | Emerald Eagle | 2" | 1.4 | | *** Added RSID location 10/20/26** |


RSID 852
MACKENZIE MEADOWS SUBDIVISION
Stormwater, Streets
Roads
Public
Private
rsids
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 12/1/2020
YELLOWSTONE COUNTY GIS
N
0.8 0.4 0 0.8 Miles
852M
MACKENZIE MEADOWS SUB
COLTER ST
ISABELLA ST
BEN CIR
KENZIE ST
CALLIES ST
HUNTER HALL ST
JESSICA ST
MICKS ST
ABBY RD
CODY BOY ST
SYLVIA DR
NEIBAUER RD
RUSTIC AVE
STATON DR
HENNESSEY RD
ANNA MARIA DR
CONRAD PARK
COONIE CT
C H WAGNER DR
S 56TH ST W
S 54TH ST W
S 51ST ST W
S 50TH ST W
S 53RD ST W
ROLAND DR
LEITH LN
DANFORD DR
ANNA DR
ANNA CIR
MYSTIC MOON LN
MYSTIC MOON SUB
WINDMILL ESTATES SUB
STANHOPE SUB
GLANTZ TRACTS SUB
CANYON CREEK ACREAGE TRACTS
CANYON CREEK INDUSTRIAL
CS 1828
CS 1567
CS 1050
CS 2607 M
CS 685
CS 930
CS 820
STATE OF MONTANA
I90

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2026

**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**
Leavitt Great West Insurance Services, LLC
3067 Cabernet Drive
Suite 3
Helena MT 59601

**CONTACT NAME:** Lyndie Kraft
**PHONE (A/C, No, Ext):** (877) 229-4553 **FAX (A/C, No):** (866) 751-8096
**E-MAIL ADDRESS:** lyndie-kraft@leavitt.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Midwest Family Mutual Insurance Company | 23574 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
John's Home & Yard Service LLC
PO Box 21460
Billings MT 59104

**COVERAGES** **CERTIFICATE NUMBER:** Rvsd Mstr PK **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Explosion Full Time | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Uninsured/Underinsured Motorist B | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | CPMT050449042 | 09/01/2026 | 09/01/2027 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

Certificate Holder is Additional Insured with Waiver of Subrogation on a Primary & Non-Contributory basis in regards to General Liability, Auto Liability, and Work Comp. See MFMBP036 (09-18), MFMCA005 (05-20), and NC300 (04/23) Matt Singer is excluded from Workers Compensation.

**CERTIFICATE HOLDER**
Yellowstone County
PO Box 35024
Billings MT 59107

**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.**

**AUTHORIZED REPRESENTATIVE**
Lyndie Kraft


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# ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Employee Benefits | EBLIA | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Explosion Part Time | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | 1,000 | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Medical payments | MEDPM | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 5,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
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| Ref # | Description | Coverage Code | Form No. | Edition Date |
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| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

OFADTLCV

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO ADVANTAGE ENDORSEMENT**

This endorsement modifies insurance provided under the BUSINESS AUTO COVERAGE FORM – CA 00 01 12 90 – and provides the following coverages:

| Coverage | Limit or Included |
|---|---|
| **Additional Insured By Contract Or Agreement** | **Included** |
| **Airbags Coverage Extension** | **Included** |
| **Employees As Insureds** | **Included** |
| **Employee Hired Autos** | **$65,000** |
| **Glass Breakage (Windshield Repair)** | **Deductible waived** |
| **Hired Auto Physical Damage Coverage** | **$65,000** |
| • **Loss of Use** | **$300 Per Day**<br>**$2100 Maximum** |
| **Limited Fellow Employee Coverage** | **Included** |
| **Limited Loan/Lease Gap Coverage** | **$2,000** |
| **Newly Formed Or Acquired Entities** | **Included** |
| **Rental Reimbursement Coverage** | **45 Days**<br>**$75 Maximum Per Day**<br>**$3,375 Maximum To Any One Covered Auto**<br>**$15,000 Maximum Rental Expenses In Any One Policy Period** |
| **Supplementary Payments – Increased Limits:** | |
| • **Bail Bonds** | **$3,000** |
| • **Loss Of Earnings (Per Day)** | **$1,000** |
| **Towing And Labor** | **$100** |
| **Waiver Of Subrogation By Contract or Agreement** | **Included** |

The provisions of the Business Auto Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Business Auto Coverage Form:

**EMPLOYEE HIRED AUTOS**

**A. Changes in Liability Coverage**
The following is added to the **Who is an Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**B. Changes in General Conditions**
Paragraph **5.b.** of the **Other Insurance** Condition is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**1.** Any covered "auto" you lease, hire, rent or borrow; and

**2.** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**C. Limit of Insurance**
The most we will pay in any one "loss" will be the lesser of:

**(1)** The actual cash value of the damaged or stolen"auto" as of the time of the "loss";

**(2)** The cost to repair or replace the damaged or stolen "auto" as of the time of the "loss";

**(3)** $65,000.

**HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for **Covered Autos Liability Coverage** in the policy, then such **Physical Damage Coverage** that is provided in this policy for your owned "autos" will be extended to certain "autos" you lease, hire, rent or borrow, subject to the following additional provisions:

**1.** This extension for **Hired Auto Physical Damage Coverage** does not apply to:

**a.** Any "auto" you lease, hire, rent or borrow that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;

**b.** Any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households; or

**c.** Any other "auto" you lease, hire, rent, or borrow:

**(1)** For a period of more than 30 days; or

**(2)** With a driver.

2. **Physical Damage Coverage**
The **Physical Damage Coverage** provided will be:
**(a)** With respect to the Other Than Collision coverage;
**(1)** Comprehensive Coverage if any covered "auto" owned by you has this coverage under the policy; or,
**(2)** Specified Causes Of Loss Coverage if, under this policy any covered "auto" owned by you has this coverage and no other covered "auto" owned by you has Comprehensive Coverage; and
**(b)** Collision Coverage if any covered "auto" owned by you has this coverage under this policy.

3. **Limit Of Insurance**
The most we will pay in any one "loss" will be the lesser of:
**a.** The actual cash value of the damaged or stolen "auto" as of the time of the "loss";
**b.** The cost to repair or replace the damaged or stolen "auto" with the other property of like kind and quality; or
**c.** $65,000,
Except that such amount will be reduced by a deductible as determined in paragraph **4.** below.

4. **Deductible**
Our obligation to pay for, repair, return or replace such damaged or stolen covered "auto" will be reduced by a deductible for coverage afforded in **2.(a)** and **2.(b)** above equal to the amount of the largest deductible applicable for that coverage to any covered "auto" owned by you. However, no deductible will apply to "loss" caused by fire or lightning.

5. **Loss Of Use**
For any "auto" which is a covered "auto" under this extension **Hired Auto Physical Damage Coverage,** and subject to the coverages provided under paragraph **2. Physical Damage Coverage** above, we will also pay expenses for loss of use of such "auto", subject to the following additional provisions:
**a.** Such "auto": is leased or rented under a written rental contract or agreement;
**b.** Such loss of use is a direct consequence of a "loss" covered under this extension **Hired Auto Physical Damage Coverage:**
**(1)** For which an "insured" is legally responsible; and
**(2)** As a result of which the leasing or rental entity sustains a monetary loss;
**c.** The most we will pay for any expenses for loss of use is $300 per day, subject to a maximum of $2,100.

6. **Other Insurance**
Coverage under this extension **Hired Auto Physical Damage Coverage** will be excess over any other valid and collectible insurance available to the "insured".

**ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**

1. **SECTION II – LIABILITY COVERAGE A. 1. WHO IS AN INSURED** is changed to add as an additional insured any person or organization when you and such person or organization have agreed in writing

in a contract or agreement that such person or organization can be added as an additional insured on your policy, subject to the following additional provisions.

**a.** Such person or organization is an additional insured only with respect to their vicarious legal responsibility for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto", and then only to the extent of that liability.

**b.** Such person or organization is not an additional insured for any covered "auto" owned by, hired from, or borrowed from such person or organization or a member of such person's household.

**c.** Such written contract or agreement must be executed prior to, and be in effect at the time of, the "bodily injury" or "property damage".

**d.** Paragraph **F.** "Insured Contract" contained in **SECTION V – DEFINITIONS** is changed to add sub-paragraph **d.** to the end of that definition, as follows:
An "Insured Contract" does not include that part of any contract or agreement:
**d.** That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other that the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto".

**2.** None of the following shall be an additional insured under this endorsement:
**a.** Any motor carrier for hire or his or her "employees"; or
**b.** Any rail, water or air carrier or their "employees"
for any covered "auto".

**3.** Paragraph **A. 1. WHO IS AN INSURED** paragraph **c.** is deleted and replaced with the following provisions:
**c.** The additional insured is not required to pay any premiums stated in the policy or earned from the policy. Any return premium shall be payable to you.
**d.** You are authorized to act for the additional insured in all matters pertaining to this insurance.
**e.** the additional insured will retain any right of recovery as a claimant under this policy.

**EMPLOYEES AS INSUREDS**

**SECTION II – LIABILITY COVERAGE – A. 1. WHO IS AN INSURED** is changed to the following provision.

Any "employee" of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision **Employees As Insureds,** does not apply if separate Employees As Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

**NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

The Named Insured shown in the Business Auto Declarations is amended to include any organization you newly form or acquire, other than:

**(i)** A partnership, joint venture, or limited liability company; or

**(ii)** An organization excluded by the provisions of this policy or by endorsement,

and over which you maintain ownership or majority interest of more than 50%, subject to the following additional provisions:

**1.** This insurance does not apply to any newly formed or acquired organization that is an "insured" under such policy but for its termination or the exhaustion of its Limits of Insurance.

**2.** Coverage under this provision does not apply to injury, damage, expense, or "loss" that occurred before you formed or acquired the organization.

**3.** Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, or the end of the policy period, whichever is earlier.

**SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

The following changes are made to **SECTION II – LIABILITY COVERAGE – A. 2. COVERAGE EXTENSIONS:**

**1.** The limit shown in Subparagraph **(2)** for the cost of bail bonds is changed from $250 to $3,000.

**2.** The limit shown in Subparagraph **(4)** for all reasonable expenses incurred at our request, including actual loss of earnings because of time off work, is changed from $100 to $1,000 per day.

**LIMITED FELLOW EMPLOYEE COVERAGE**

**SECTION II – LIABILITY COVERAGE – B. EXCLUSIONS 5. FELLOW EMPLOYEE** is replaced by the following:

**a.** "Bodily injury" to any fellow "employee" of the "insured" arising out of an in the course of the fellow "employees" employment or while performing duties related to the conduct of your business; or

**b.** the spouse, child, parent, brother or sister of the fellow "employee" as a consequence of Paragraph **a.** above.

However, this exclusion does not apply to liability incurred by your employees that are "executive officers".

Such coverage is excess over any other collectible insurance, and Paragraph **5. OTHER INSURANCE** of **B. GENERAL CONDITIONS** under **SECTION IV – BUSINESS AUTO CONDITIONS** is changed accordingly.

Any insurance provided by this provision **Limited fellow Employee Coverage** does not apply if separate fellow Employee Coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made part of this policy.

As used in this provision "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

**TOWING AND LABOR COVERAGE**

Paragraph **2. Towing** under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

With respect to any "private passenger auto" or "light truck" you own that is provided both Comprehensive Coverage and Collision Coverage in this policy, we will pay up to $100 for towing and labor costs incurred each time such "private passenger auto" or "light truck" is disabled, subject to the following additional provisions:

1. The labor must be performed at the place of disablement;
2. This coverage does not apply to stolen "autos".
3. As used with this coverage:
   a. "Private passenger auto" means a four wheel auto of the private passenger or station wagon type; and
   b. "Light truck" means a pick up or panel truck, sport utility vehicle or similar "auto", with a Gross Vehicle Weight (GVW) of 11,000 pounds or less.
   Gross Vehicle Weight (GVW) is the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

**GLASS BREAKAGE (WINDSHIELD REPAIR)**

Paragraph **3.** Glass Breakage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A –** the following is added:

**d.**If your windshield sustains damage resulting in a crack or chip that is deemed repairable and the repairs are completed, we will agree to waive your deductible.

**RENTAL REIMBURSEMENT COVERAGE**

Paragraph **4.** Coverage Extension under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to a covered "auto" you own, subject to the following additional provisions:

1. As used in the Rental Reimbursement Coverage provision, "auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads. However, "auto" does not include:
   a. "Mobile equipment", or
   b. Any other land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law where it is licensed or principally garaged.
2. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
3. No deductible applies to the coverage.
4. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
   a. The number of days reasonably required to repair or replace the covered "auto", or
   b. 45 days
5. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.

**b.** The maximum rental expenses shown below:
**(1)** $75 any one day;
**(2)** $3,375 because of "loss" to any one covered "auto".

**6.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**7.** The insurance afforded for **Rental Reimbursement Coverage** in this extension does not apply if separate Rental Reimbursement Coverage is issued by us as an endorsement and made part of this policy.

**AIRBAGS COVERAGE EXTENSIONS**

Paragraph **2. b.** contained in **SECTION III – PHYSICAL DAMAGE COVERAGE – B. EXCLUSIONS –** does not apply to the unintended discharge of an airbag. However, coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

**LIMITED LOAN/LEASE GAP COVERAGE**

The following is an added coverage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE:**

In the event of a covered total "loss" to a covered "auto" which is either owned by you or is long-term leased by you for a period of 12 consecutive months or longer, we will pay any unpaid amount due on your loan or lease for such covered "auto", subject to the following additional provisions:

**1.** We will only pay the lesser of:
**a.** The sum of such unpaid amount, less
**(1)** The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and
**(2)** Any:
**(a)** Overdue loan/lease payments at the time of the "loss",
**(b)** Financial penalties imposed under a lease or excessive use, abnormal wear and tear or high mileage;
**(c)** Security deposits not returned by the lessor;
**(d)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
**(e)** Carry-over balances from previous loans or leases; or
**b.** $2,000.

**2.** This extension does not apply to any "auto" that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

**WAIVER OF SUBRO BY CONTRACT OR AGREEMENT**

The following is added to Paragraph **A. 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** contained in **SECTION IV – BUSINESS AUTO CONDITIONS:**

Notwithstanding anything to the contrary in the previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for 'bodily injury", "property damage" or "loss" arising out of the operation, maintenance, use,

loading or unloading of a covered "auto" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:
   a. Made prior to the covered injury or damage; and
   b. In effect at the time of the covered injury or damage; and
2. The injury or damage arises out of the operations contemplated by such written contract or agreement.

This waiver applies on to such person or organization designated in such written contract or agreement.

**ADDITIONAL DEFINITIONS**

As used with this endorsement the following Definitions are added:

**"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

**"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**"Temporary worker"** means a person who is furnished to you as a substitute for a permanent "employee" on leave or to meet seasonal or short term workload conditions.

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 2 | LEASED/RENTED EQUIP. | RDO Equipment Co<br>5221 Midland Road<br>Billings, MT 59101 | Unit 1 |
| Loss Payee | | | |
| 3 | LEASED/RENTED EQUIP | US Bank Equipment Finance<br>1310 Madrid Street<br>Marshall, MN 56258 | Unit 1 |
| Mortgagee | | | |
| 1 | | FIRST INTERSTATE BANK<br>INSURANCE SERVICE CENTER<br>PO BOX 863329<br>Plano, TX 75086 | Unit 2 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

### FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML3 | 04-05 | Amendatory Endorsement #3 | | | | $500.00 |
| 000-ART | 07-15 | Artisan Contractor Forms | ALL | | | |
| BOP P 02 | 01-21 | Policyholder Notice | ALL MT | | | |
| BP0417 | 01-10 | Employment-Related Practices Exclusion | ALL MT | | | |
| BP0418 | 06-89 | Amendment-Liquor Liability Exclusion | ALL MT | | | |
| BP0517 | 01-06 | Exclusion - Silica or Silica-Related Dust | ALL | | | |
| BP1408 | 01-10 | Excl - Exterior Insulation and Finish Systems | ALL | | | |
| BP 00 03 | 05-22 | Montana Businessowners Coverage Form | ALL MT | | | |
| BP 02 01 | 01-10 | Montana Changes | ALL MT | | | |
| BP 05 01 | 07-02 | Calculation of Premium | ALL | | | |
| BP 05 15 | 12-20 | Disclosure Pursuant to TRIA | ALL | | | |
| BP 05 23 | 01-15 | Cap Losses from Certified Acts of Terrorism | ALL | | | |
| BP 05 77 | 01-06 | Fungi or Bacteria Exclusion (Liability) | ALL MT | | | |
| BP 14 86 | 07-13 | Communicable Disease Exclusion | ALL MT | | | |
| BP 15 04 | 12-23 | Excl - Access/Disclosure of Confidential Info | ALL MT | | | |
| BP 15 60 | 02-21 | Cyber Incident Exclusion | ALL | | | |
| BP 15 91 | 12-23 | Exclusion - PFAS | ALL | | | |
| BP0526M | 01-16 | Excl of Certified Acts of | ALL MT | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Terrorism Inv N/B/C | | | | |
| MFM 001 | 05-25 | Policyholder Notice | ALL | | | |
| MFM 001A | 03-20 | Midwest Family Mutual Service Fee Schedule | ALL | | | |
| MFMAC017 | 03-16 | Limited Exclusion - Wrap-Up Insurance Program | ALL | | | |
| MFMBP037 | 07-19 | Medical Expense at Your Request End | ALL MT | | | |
| MFMBP038 | 12-22 | Wind/Hail Loss Settlement Provisions | ALL MT | | | |
| MFMBP041 | 04-23 | War and Cyber War Exclusion | ALL MT | | | |
| MFMBP043 | 02-25 | Exclusion - PFAS Policyholders Notice | ALL | | | |
| MFMBP-02 | 09-15 | Asbestos Exclusion | ALL | | | |
| MWILP001 | 01-04 | US Treasury Dept OFAC Advisory Notice | ALL | | | |
| PRIV NTC | 12-22 | Privacy Policy Notice | ALL | | | |
| ART-0007 | 02-22 | Work Performed Exclusion | ALL | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-1 | | | |
| BP0498 | 01-10 | Employee Benefits Liability | ALL | | $1,000,000 | $425.00 |
| | | Employee Benefits Liability | | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 1-1 | | | |
| IH 68 04 | 05-17 | Boom Limitation | ALL | | | |
| MFMAC015 | 01-15 | Contractors Installation Coverage | 1-1 | 500 | | $469.00 |
| | | Max Limit per Location: 50000<br>Max Limit in Transit: 50000<br>Max Limit all Locations: 150000 | | | | |
| MFMAC016 | 01-16 | Contractors Tools and Equipment Coverage | ALL | | | |
| MFMAC021 | 02-25 | Incorp of Apps, Supporting Docs, and Represen | ALL MT | | | |
| MFMBP006 | 01-16 | Limited Pollution Cov-Work Sites | ALL | | | $750.00 |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 1-1 | | | |
| MFMBP036 | 09-18 | Ultimate Liability Advantage Endorsement | 1-1 | | | |
| MFMIL005 | 09-15 | Business Income/Extra Expense Limit | ALL | | | |
| IR 08 84 | 03-18 | Commercial (BOP/Garage) Identity Recovery Cov | ALL | $500 | 25,000 | $27.00 |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-2 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-2 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof | 1-2 | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Surfacing | | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-2 | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 2-1 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 2-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 2-1 | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 2-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 2-1 | | | |
| MFMBP040 | 05-23 | Roof Exclusion | 2-1 | | | |

| Veh | Address | City | State | Terr |
|---|---|---|---|---|
| 70 | 621 Charles Street | Billings | MT | 107 |
| 71 | 621 Charles Street | Billings | MT | 107 |
| 72 | 621 Charles Street | Billings | MT | 107 |
| 73 | 621 Charles Street | Billings | MT | 107 |
| 74 | 621 Charles Street | Billings | MT | 107 |
| 75 | 621 Charles Street | Billings | MT | 107 |
| 76 | 621 Charles Street | Billings | MT | 107 |
| 77 | 621 Charles Street | Billings | MT | 107 |
| 78 | 621 Charles Street | Billings | MT | 107 |

## Special Interest

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 1 | 2018 Ford F350 #2647 | Ford Motor Credit<br>PO Box 30201<br>College Station, TX 77842 | Unit 68 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML2 | 04-05 | Amendatory Endorsement #2 | | | | |
| 000-AUT | 07-15 | Commercial Auto Forms | | | | |
| CA0001 | 05-22 | Business Auto Coverage Form | ALL MT | | | |
| CA9944 | 12-90 | Loss Payable Clause | ALL | | | |
| CA 01 68 | 03-06 | Montana Garage Liability Changes | ALL MT | | | |
| CA 01 72 | 04-01 | Montana Changes-Medical Payments Coverage | ALL MT | | | |
| CA 02 20 | 10-03 | Montana Changes-Cancellation Non-Renewal | ALL MT | | | |
| CA 99 03 | 03-06 | Auto Medical Payments Coverage | ALL MT | | | |
| CA-23-85 | 01-06 | Exclusion of Terrorism Involving N/B/C | ALL MT | | | |
| IL0003 | 06-89 | Calculation of Premium | ALL | | | |
| IL0017 | 11-85 | Common Policy Conditions | ALL MT | | | |
| IL 00 21 | 09-08 | Nuclear Energy Liability Excl Endt-Broad Form | ALL MT | | | |
| IL 01 67 | 09-08 | Montana Changes-Conformity with Statutes | ALL MT | | | |
| IL 01 80 | 09-07 | MT Changes-Concealment, misrepresentation fra | ALL MT | | | |
| MFMCA005 | 05-20 | Business Auto Advantage Endorsement | ALL | | | $4,982.00 |
| | | 47 - Number of Vehicles | | | | |
| CA 20 54 | 10-01 | Employee Hired Auto | | | | |
| CA 99 33 | 10-13 | Employees as Insureds | | | | |
| CA 31 35 | 12-07 | MT Uninsured Motorists Coverage-Non-Stacked | | | | |
| CA 31 33 | 12-07 | MT Underinsured Motorists | | | | |

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Cov.Non-Stacked | | | | |

MFM ML3 04-05

## Amendatory Endorsement #3

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560139501

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ARTISAN CONTRACTOR COVERAGE FORM

SNOW PLOW PRODUCTS - COMPLETED OPERATIONS HAZARD COVERAGE

The following exception is added to Exclusion B/1.g Aircraft, Auto, or Watercraft in Section II - Liability:

This exclusion does not apply to "bodily injury" or "property damage" that:

(a) Is included in the "products-completed operations hazard", and
(b) Arises out of the use of any "auto" for snow or ice removal operations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

# ULTIMATE LIABILITY ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the BUSINESSOWNERS COVERAGE FORM and provides the following coverages:

| Coverage | Limits |
|---|---|
| **Bail Bonds** | **$5,000** |
| **Loss of Earnings** | **$1,000** |
| **Automatic Liability Coverage – Newly Acquired or Constructed Property** | **120 Days – Period of Coverage** |
| **Damage to Property- Borrowed Equipment** | **$5,000** |
| **Blanket Additional Insured – Primary & Non Contributory – Ongoing and Completed Operations** | **Included if required by Written Contract or Written Agreement** |
| **Damage to Premises Rented to You** | **$300,000** |
| **Contractual Liability – Railroad** | **Included in General Liability Limit** |
| **Blanket Waiver of Subrogation** | **Included if required by Written Agreement** |

The provisions of the Businessowners Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Businessowners Coverage Form:

**Bail Bonds, Loss of Earnings and Automatic Liability Coverage – Newly Acquired or Constructed Property**

**SECTION II – LIABILITY – A. Coverages – 1. Business Liability**
**f. Coverage Extension – Supplementary Payments** – The following is changed:
**(b)** Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for 'bodily injury" applies. We do not have to furnish these bonds. And;
**(d)** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

The following **Coverage Extension** is added:
**(3)** For any newly acquired or constructed property that is intended for the similar use and operation as described in the Declarations we will extend Liability coverage. That coverage will end when any of the following first occurs:
**(a)** This policy expires; or
**(b)** 120 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property.
We will charge you additional premium for the liability from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.
**Damage to Property – Borrowed Equipment**

The following change is made to **B. Exclusions – 1. Applicable To Business Liability Coverage**
**k. Damage To Property** – the following is added to **(4)**
This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $5,000 per occurrence.

**Blanket Additional Insured – Primary and Non Contributory – Ongoing and Completed Operations**

The following is added to **C. Who Is An Insured**
**3.** The following are also an insured.
**A.** Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or a written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
**1** Your acts or omissions;
**2** The acts or omissions of those acting on your behalf, and resulting from;

**(a)** Your ongoing operations performed for the additional insured;
**(b)** Your work completed as included in the "products completed operations hazard" performed for the additional insured.
**B.** However, regarding provision **A.** above:
**1.** We will not extend insurance coverage to any additional insured or organization:
**(a)** That is not provided to you in this policy; or
**(b)** That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement.
**C.** The insurance provided to the additional insured person or organization does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of your rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
**1.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change of orders or drawings and specifications; and
**2.** Supervisory inspection, architectural or engineering activities.
**D.** For the coverage here:
**1.** The insurance is primary with respects to our coverage for the additional insured person or organization where the written contract or written agreement requires this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
**2.** This insurance is excess over any other insurance, whether primary, excess, contingent or any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same occurrence, claim or suit. This provision does not apply to any policy which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**Damage to Premises Rented To You**

The following change is made to **D. Liability And Medical Expenses Limits Of Insurance** – paragraph **3.** Is deleted and replaced with the following:
**3.** The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is $300,000. This limit replaces the limit shown in the Declarations for Damage to Premises Rented to You.

**Contractual Liability – Railroad**

The following change is made to **F. Liability And Medical Expenses Definitions** – **9.** "Insured contract" is changed to include contractual liability – railroads. The definition of "insured contract" is replaced with the following:
**9.** "Insured contract" means:
**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owners is not an "insured contract";
**b.** A sidetrack agreement;
**c.** Any easement or license agreement;

**d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
**e.** An elevator maintenance agreement;
**f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph **f.** does not include that part of any contract or agreement:

- **(1)** That indemnified an architect, engineer or surveyor for injury or damage arising out of:
  - **a.** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **b.** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- **(2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

**Blanket Waiver of Subrogation**

**SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)** The following change is made to **K. Transfer Of Rights Of recovery Against Others To Us –** paragraph **2.** Is deleted and replaced with the following:
**2.** Applicable to Businessowners Liability Coverage:
If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

We waive any Right of Recovery we may have against any additional insured as required in a written agreement because of payments we make for injury or damage arising out of your ongoing operations or your work done under contract with that person or organization.

MFM ML1 04-05

## Amendatory Endorsement #1

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
NAME INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560146256
LINE OF BUSINESS: WORKER¿S COMPENSATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

BLANKET WAIVER OF SUBROGATION COVERAGE APPLIES

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS.

WE HAVE THE RIGHT TO RECOVER OUR PAYMENT FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT.

# YELLOWSTONE COUNTY
# INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and **John's Home and Yard Service Inc.**, herein referred to as "CONTRACTOR", whose address is **P.O. Box 21460, Billings, MT 59104.**

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as

**Work generally described as Snow Plowing within RSID 861 – Sundance Subdivision and additional services or conditions per attached scope of work & quotation - Exhibit A.**

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:
CONTRACT shall be in effect from **November 1, 2026 to April 30, 2027**. If mutually agreed by both parties, the contract may be extended twice for a term of one (1) year per extension.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of **$ 550.00 per plowing event, $ 150.00 per hour for other services, and Unit Rates for other conditions as described in Exhibit A.** CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's quote dated **October 22, 2026**
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A – Contract Scope of Work & Specifications, Quote Solicitation List, and RSID Location & Boundary Map attached hereto**

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

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

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

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

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

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid

wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

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

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

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

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

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

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

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

RSID 861

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 Nov 1 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
John's Home and Yard Service
Billings, MT 59104

Signature

General Management
Title

# Yellowstone County RSID Snow Plowing Quote Sheet

**Please fill out and return a worksheet for each RSID Subdivision you elect to quote**

**COMPANY NAME: John's Home and Yard Service**

**RSID Name and Number: Sundance 861**

**RSID Event Committee Selection (Note 2" or 4" or Will-Call): 2"**

## BASE QUOTE RATES

**Base Quote (Lump Sum) Per Plowing Event (as per specific RSID Committee selection)**

**$ $550 /EACH (N/A if Will-Call Service Selection)**

**Additive Quote (Unit Price) Per Hour of Plowing Service / Will-Call Rate**

**$ $150 /HR Minimum Hourly Rate (Flat Fee or Min Hrs) $ $300 /LS or HRS**

---

**MAILING ADDRESS: P.O. Box 21460**

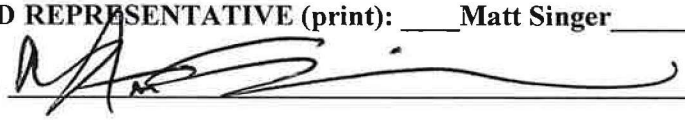
**CITY, STATE, ZIP CODE: Billings, MT 59104**

**TELEPHONE NUMBER: 406-652-8985**

**EMAIL ADRESS: msinger@jhys.com**

**MONTANA CONTRACTORS' LICENSE No. (if applicable): CCP-CCL-LIC-0148698**

**AUTHORIZED REPRESENTATIVE (print): Matt Singer**

**SIGNATURE:** 

**DATE: 10/22/2026**

==========

I acknowledge receiving the following addenda (if applicable).

No. 1 _____ No. 2 _____ (Initial)

---

**ADDITIONAL SERVICES OFFERED/CONDITIONS –**

**Sanding Material Treatment / Ice-Melt Treatment: YES __X____NO _____**

**$ Fee Amount/Rates (if offered / provide clarifications):**

**_____$350 Per Load of Sand (1 ton of sand)_____**

**Holiday Service Restrictions: YES _X_____NO _____**

**Note Restricted Service Days (if any)**

**Christmas**

**$ Holiday Fee Premium Amount / Rate (if any / provide clarifications):**

**___None_____**

**Multi-Year / Season Contract Offer (1 season term extension): YES ___X___NO _____**

**<u>Note</u> – If offered by Contractor, this option may be selected to reduce contracting administrative processes of the RSID, Yellowstone County and Contractor. If offered by Contractor, provide an extended contract Rate/Fee (e.g. $ fixed amount or % increase) adjustment (if any) to be applied for the succeeding year/season.**

**5% increase in prices for each subsequent year.**

**Any Other Conditions / Notations of Service Offerings:**

# EXHIBIT A

## Yellowstone County RSID Subdivision Snow Plowing
## Scope of Work & Specifications

- Provide Snow Plowing Lump Sum Rate "Per Event" Depth (2" or 4" inch) as selected by each RSID Committee (N/A if Committee Selects "Will-Call" Service)
    - Quote a Fixed Lump Sum Rate per Service of all streets and cul-de-sacs within the RSID mapped area
    - Quote Rate to include Automatic Service that is to occur once the designated depth threshold has been achieved and/or is anticipated (unless Will-Call Service)
    - RSID Ad-Hoc Committees may request snow plowing if less than the designated threshold has accumulated, but the committee must initiate this request directly with the Contractor
- Provide Snow Plowing Rate per Hour for Will-Call or other service call outs by the RSID Ad-Hoc Committees
    - Quote a Fixed Rate per Hour: Examples of call-out services
        - Will-Call Contract Service (Base Contract established at Hourly Rate only)
        - Drift Plowing / Slush Plowing
        - Partial / Other Plowing - TBD
- Provide Rate Quotes for Other Offered Winter Services
    - Sanding Treatment Rate
    - Ice-Melt Treatment Rate
    - Other Services (if any)
    - Application / Usage to be at request of and locations coordinated directly by RSID committee
- Provide Service Limitation Notations / Special Fees
    - Holiday Premium Days / Rates (if any)
    - Holiday Service Restrictions / Non-Service Days (if any)
    - Other Restrictions / Fees (if any)
- Guidelines for all Subdivision Plowing
    - Plowing to include all streets and cul-de-sacs
    - Punctual plowing performance is expected per event
    - Driveways and Mailboxes are not to be plowed in with windrow stockpiles
    - Landscaping / Signage / Mailbox / Other Property Damage that occurs beyond the edge of roadway is to be repaired or replaced at Contractors Expense and coordinated with Property Owner(s) and is considered incidental to Contract Rates.
    - Coordinate with RSID Ad-Hoc Committee and Property Owners as necessary
- NOTE: <u>All road alignments colored dark green (designated as Public Roads) AND WITHIN THE BOUNDARIES of the mapped subdivisions are to be considered a road surface to be plowed and subject to receive service via the RSID program of the RSID subdivision(s) quoted.</u> Contractors interested in submitting price quotes are encouraged to visit the site(s) to obtain and verify their own measurements of lengths, widths, slopes and any other conditions to consider as needed to perform this work. Provided RSID road lengths are approximate only and will not be considered cause for contract rate adjustments.
- Price Quotes shall include all labor, equipment, and tools necessary for the noted service(s)

# YCPW 2026 RSID Snow Plowing Solicitation List *

| Quote List No. | RSID No. | RSID Name | RSID Service Selection | Approximate Rd Lengths - MILES | | RSID Location Clarifications/Notes: |
|---|---|---|---|---|---|---|
| 1 | 651 | Cloverleaf Meadows | 2" | 1.6 | | |
| 2 | 667 | White Tail | 2" | 0.2 | | |
| 3 | 671 | Blue Creek View | 2" | 1.5 | | **ALL Gravel Roads** |
| 4 | 675 | Oak Ridge ***PH 1*** | 2" | 0.6 | | |
| 5 | 688 | Eagle Bend | Will-Call | 4.0 | | **ALL Gravel Roads** |
| 6 | 689 | Saddleback Ridge | 2" | 2.3 | | |
| 7 | 698 | Sierra Estates | *4" Event* | 2.8 | | |
| 8 | 701 | Pheasant Brook | 2" | 2.5 | | |
| 9 | 703 | Beartooth Pointe | 2" | 1.0 | | ***Requires Sanding and/or Ice Treatment*** |
| 10 | 709 | Clarks Fork ***RIVER RANCH*** | 2" | 1.2 | | AKA Clarks Point Drive |
| 11 | 713/715 | Tanglewood | 2" | 3.7 | | ***Combine the 2 RSID Maps*** |
| 12 | 720 | Lone Eagle | 2" | 2.0 | | ***MAY require Sanding and/or Ice Treatment*** |
| 13 | 723 | Clarks Fork ***ESTATES*** | 4" Event | 0.15 | | **ALL Gravel Roads** |
| 14 | 727 | Farnum | 4" Event | 1.1 | | |
| 15 | 728 | Linlee Lakes | 2" | 1.6 | | |
| 16 | 757 | Huntley Estates | Will-Call | 1.3 | | |
| 17 | 761 | Vista Buttes | 2" | 1.2 | | |
| 18 | 769 | Brookwood | 4" Event | 2.7 | | |
| 19 | 773 | West Meadows | 2" | 3.2 | | **PARTIAL Gravel Roads;** ***EXCLUDE So Homewood Park Dr N of Penta Cir; EXCLUDE W Bird Way S of White Pine Cir*** |
| 20 | 776 | Pryor Creek | 2" | 1.7 | | |
| 21 | 779 | Twin Coulee | 4" Event | 1.3 | | AKA Sanctuary Canyon |
| 22 | 786 | Grizzly Creek | 4" Event | 0.5 | | |
| 23 | 803 | Indian Cliffs | 4" Event | 3.5 | | ***INCLUDE Apache Trail from Hwy 3 to beginning of RSID Subdivision roads*** |
| 24 | 806 | River Ranch ***RETREAT*** | 4" Event | 1.5 | | |
| 25 | 820 | Crest View | 2" | 0.2 | | |
| 26 | 850 | Bar 11 | 2" | 4.6 | | ***INCLUDE Hawthorn Ln to 650 S of Bull Park; EXCLUDE Plateau Rd and Muckle Trl beyond 200 ft W of Derby St; Exclude all unfinished roads N & W of Bar 11 & Windy Point intersection; EXCLUDE all unfinished roads S of Windy Point & Bull Park intersection*** |
| 27 | 852 | MacKenzie Meadow | 2" | 2.75 | | ***INCLUDE all of Abby Rd from S 56th St through Subdivision; EXCLUDE Callies St and Kenzie St beyond 200 ft east of Abby Rd*** |
| 28 | 861 | Sundance | 2" | 1.8 | | |
| 29 | 887 | Stone Creek | 4" Event | 1.0 | | |
| 30 | 730 | Emerald Eagle | 2" | 1.4 | | *** Added RSID location 10/20/26** |


RSID 861
SUNDANCE SUB
Streets
Roads
Public
Private
rsids
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 4/16/2021
YELLOWSTONE COUNTY GIS
N
0.8 0.4 0 0.8 Miles
BROADWATER AVE
SUNBURST LN
SHINING LIGHT LN
LIAHONA LN
861M
SUN BASIN RD
LEADING LIGHT LN
SUNBEAM CIR
CENTRAL AVE
WYOMING AVE
CUSTER AVE
VERDE LN
HAZELNUT AVE
SWEET WILLIAM AVE
CONEFLOWER AVE
CATTAIL LN
DANDELION LN
BELL AVE
BLUEGRASS PL
CANDLE LIGHT LN
LIGHT STREAM LN
SUNDANCE RIDGE RD
SWEETHEART PL
HONEYSUCKLE ST
S 48TH ST W
44TH ST W
52ND ST W
CALYPSO ST
RICH LN
SUNDANCE SUB
CASSITY SUB
SKALKAHO SUB
CS 2533
CS 2887
CS 2068M
CS 3053
CS 1940
CS 2221
CS 2719
VERDE MEADOWS ESTATES SUB
COUNTRY SUB
PARKLAND

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2026

**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**
Leavitt Great West Insurance Services, LLC
3067 Cabernet Drive
Suite 3
Helena MT 59601

**CONTACT NAME:** Lyndie Kraft
**PHONE (A/C, No, Ext):** (877) 229-4553 **FAX (A/C, No):** (866) 751-8096
**E-MAIL ADDRESS:** lyndie-kraft@leavitt.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Midwest Family Mutual Insurance Company | 23574 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
John's Home & Yard Service LLC
PO Box 21460
Billings MT 59104

**COVERAGES** **CERTIFICATE NUMBER:** Rvsd Mstr PK **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Explosion Full Time | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Uninsured/Underinsured Motorist B | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | CPMT050449042 | 09/01/2026 | 09/01/2027 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

Certificate Holder is Additional Insured with Waiver of Subrogation on a Primary & Non-Contributory basis in regards to General Liability, Auto Liability, and Work Comp. See MFMBP036 (09-18), MFMCA005 (05-20), and NC300 (04/23) Matt Singer is excluded from Workers Compensation.

**CERTIFICATE HOLDER**
Yellowstone County
PO Box 35024
Billings MT 59107

**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.**

**AUTHORIZED REPRESENTATIVE**
Lyndie Kraft


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**The ACORD name and logo are registered marks of ACORD**

# ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Employee Benefits | EBLIA | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Explosion Part Time | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | 1,000 | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Medical payments | MEDPM | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 5,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

OFADTLCV

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO ADVANTAGE ENDORSEMENT**

This endorsement modifies insurance provided under the BUSINESS AUTO COVERAGE FORM – CA 00 01 12 90 – and provides the following coverages:

| Coverage | Limit or Included |
|---|---|
| **Additional Insured By Contract Or Agreement** | **Included** |
| **Airbags Coverage Extension** | **Included** |
| **Employees As Insureds** | **Included** |
| **Employee Hired Autos** | **$65,000** |
| **Glass Breakage (Windshield Repair)** | **Deductible waived** |
| **Hired Auto Physical Damage Coverage** | **$65,000** |
| • **Loss of Use** | **$300 Per Day**<br>**$2100 Maximum** |
| **Limited Fellow Employee Coverage** | **Included** |
| **Limited Loan/Lease Gap Coverage** | **$2,000** |
| **Newly Formed Or Acquired Entities** | **Included** |
| **Rental Reimbursement Coverage** | **45 Days**<br>**$75 Maximum Per Day**<br>**$3,375 Maximum To Any One Covered Auto**<br>**$15,000 Maximum Rental Expenses In Any One Policy Period** |
| **Supplementary Payments – Increased Limits:** | |
| • **Bail Bonds** | **$3,000** |
| • **Loss Of Earnings (Per Day)** | **$1,000** |
| **Towing And Labor** | **$100** |
| **Waiver Of Subrogation By Contract or Agreement** | **Included** |

The provisions of the Business Auto Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Business Auto Coverage Form:

**EMPLOYEE HIRED AUTOS**

**A. Changes in Liability Coverage**
The following is added to the **Who is an Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**B. Changes in General Conditions**
Paragraph **5.b.** of the **Other Insurance** Condition is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**1.** Any covered "auto" you lease, hire, rent or borrow; and

**2.** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**C. Limit of Insurance**
The most we will pay in any one "loss" will be the lesser of:

**(1)** The actual cash value of the damaged or stolen"auto" as of the time of the "loss";

**(2)** The cost to repair or replace the damaged or stolen "auto" as of the time of the "loss";

**(3)** $65,000.

**HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for **Covered Autos Liability Coverage** in the policy, then such **Physical Damage Coverage** that is provided in this policy for your owned "autos" will be extended to certain "autos" you lease, hire, rent or borrow, subject to the following additional provisions:

**1.** This extension for **Hired Auto Physical Damage Coverage** does not apply to:

**a.** Any "auto" you lease, hire, rent or borrow that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;

**b.** Any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households; or

**c.** Any other "auto" you lease, hire, rent, or borrow:

**(1)** For a period of more than 30 days; or

**(2)** With a driver.

2. **Physical Damage Coverage**
The **Physical Damage Coverage** provided will be:
**(a)** With respect to the Other Than Collision coverage;
**(1)** Comprehensive Coverage if any covered "auto" owned by you has this coverage under the policy; or,
**(2)** Specified Causes Of Loss Coverage if, under this policy any covered "auto" owned by you has this coverage and no other covered "auto" owned by you has Comprehensive Coverage; and
**(b)** Collision Coverage if any covered "auto" owned by you has this coverage under this policy.

3. **Limit Of Insurance**
The most we will pay in any one "loss" will be the lesser of:
**a.** The actual cash value of the damaged or stolen "auto" as of the time of the "loss";
**b.** The cost to repair or replace the damaged or stolen "auto" with the other property of like kind and quality; or
**c.** $65,000,
Except that such amount will be reduced by a deductible as determined in paragraph **4.** below.

4. **Deductible**
Our obligation to pay for, repair, return or replace such damaged or stolen covered "auto" will be reduced by a deductible for coverage afforded in **2.(a)** and **2.(b)** above equal to the amount of the largest deductible applicable for that coverage to any covered "auto" owned by you. However, no deductible will apply to "loss" caused by fire or lightning.

5. **Loss Of Use**
For any "auto" which is a covered "auto" under this extension **Hired Auto Physical Damage Coverage,** and subject to the coverages provided under paragraph **2. Physical Damage Coverage** above, we will also pay expenses for loss of use of such "auto", subject to the following additional provisions:
**a.** Such "auto": is leased or rented under a written rental contract or agreement;
**b.** Such loss of use is a direct consequence of a "loss" covered under this extension **Hired Auto Physical Damage Coverage:**
**(1)** For which an "insured" is legally responsible; and
**(2)** As a result of which the leasing or rental entity sustains a monetary loss;
**c.** The most we will pay for any expenses for loss of use is $300 per day, subject to a maximum of $2,100.

6. **Other Insurance**
Coverage under this extension **Hired Auto Physical Damage Coverage** will be excess over any other valid and collectible insurance available to the "insured".

**ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**

1. **SECTION II – LIABILITY COVERAGE A. 1. WHO IS AN INSURED** is changed to add as an additional insured any person or organization when you and such person or organization have agreed in writing

in a contract or agreement that such person or organization can be added as an additional insured on your policy, subject to the following additional provisions.

**a.** Such person or organization is an additional insured only with respect to their vicarious legal responsibility for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto", and then only to the extent of that liability.

**b.** Such person or organization is not an additional insured for any covered "auto" owned by, hired from, or borrowed from such person or organization or a member of such person's household.

**c.** Such written contract or agreement must be executed prior to, and be in effect at the time of, the "bodily injury" or "property damage".

**d.** Paragraph **F.** "Insured Contract" contained in **SECTION V – DEFINITIONS** is changed to add sub-paragraph **d.** to the end of that definition, as follows:
An "Insured Contract" does not include that part of any contract or agreement:
**d.** That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other that the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto".

**2.** None of the following shall be an additional insured under this endorsement:
**a.** Any motor carrier for hire or his or her "employees"; or
**b.** Any rail, water or air carrier or their "employees"
for any covered "auto".

**3.** Paragraph **A. 1. WHO IS AN INSURED** paragraph **c.** is deleted and replaced with the following provisions:
**c.** The additional insured is not required to pay any premiums stated in the policy or earned from the policy. Any return premium shall be payable to you.
**d.** You are authorized to act for the additional insured in all matters pertaining to this insurance.
**e.** the additional insured will retain any right of recovery as a claimant under this policy.

**EMPLOYEES AS INSUREDS**

**SECTION II – LIABILITY COVERAGE – A. 1. WHO IS AN INSURED** is changed to the following provision.

Any "employee" of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision **Employees As Insureds,** does not apply if separate Employees As Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

**NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

The Named Insured shown in the Business Auto Declarations is amended to include any organization you newly form or acquire, other than:

**(i)** A partnership, joint venture, or limited liability company; or

**(ii)** An organization excluded by the provisions of this policy or by endorsement,

and over which you maintain ownership or majority interest of more than 50%, subject to the following additional provisions:

**1.** This insurance does not apply to any newly formed or acquired organization that is an "insured" under such policy but for its termination or the exhaustion of its Limits of Insurance.

**2.** Coverage under this provision does not apply to injury, damage, expense, or "loss" that occurred before you formed or acquired the organization.

**3.** Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, or the end of the policy period, whichever is earlier.

**SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

The following changes are made to **SECTION II – LIABILITY COVERAGE – A. 2. COVERAGE EXTENSIONS:**

**1.** The limit shown in Subparagraph **(2)** for the cost of bail bonds is changed from $250 to $3,000.

**2.** The limit shown in Subparagraph **(4)** for all reasonable expenses incurred at our request, including actual loss of earnings because of time off work, is changed from $100 to $1,000 per day.

**LIMITED FELLOW EMPLOYEE COVERAGE**

**SECTION II – LIABILITY COVERAGE – B. EXCLUSIONS 5. FELLOW EMPLOYEE** is replaced by the following:

**a.** "Bodily injury" to any fellow "employee" of the "insured" arising out of an in the course of the fellow "employees" employment or while performing duties related to the conduct of your business; or

**b.** the spouse, child, parent, brother or sister of the fellow "employee" as a consequence of Paragraph **a.** above.

However, this exclusion does not apply to liability incurred by your employees that are "executive officers".

Such coverage is excess over any other collectible insurance, and Paragraph **5. OTHER INSURANCE** of **B. GENERAL CONDITIONS** under **SECTION IV – BUSINESS AUTO CONDITIONS** is changed accordingly.

Any insurance provided by this provision **Limited fellow Employee Coverage** does not apply if separate fellow Employee Coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made part of this policy.

As used in this provision "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

**TOWING AND LABOR COVERAGE**

Paragraph **2. Towing** under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

With respect to any "private passenger auto" or "light truck" you own that is provided both Comprehensive Coverage and Collision Coverage in this policy, we will pay up to $100 for towing and labor costs incurred each time such "private passenger auto" or "light truck" is disabled, subject to the following additional provisions:

1. The labor must be performed at the place of disablement;
2. This coverage does not apply to stolen "autos".
3. As used with this coverage:
   a. "Private passenger auto" means a four wheel auto of the private passenger or station wagon type; and
   b. "Light truck" means a pick up or panel truck, sport utility vehicle or similar "auto", with a Gross Vehicle Weight (GVW) of 11,000 pounds or less.
   Gross Vehicle Weight (GVW) is the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

**GLASS BREAKAGE (WINDSHIELD REPAIR)**

Paragraph **3.** Glass Breakage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A –** the following is added:

**d.**If your windshield sustains damage resulting in a crack or chip that is deemed repairable and the repairs are completed, we will agree to waive your deductible.

**RENTAL REIMBURSEMENT COVERAGE**

Paragraph **4.** Coverage Extension under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to a covered "auto" you own, subject to the following additional provisions:

1. As used in the Rental Reimbursement Coverage provision, "auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads. However, "auto" does not include:
   a. "Mobile equipment", or
   b. Any other land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law where it is licensed or principally garaged.
2. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
3. No deductible applies to the coverage.
4. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
   a. The number of days reasonably required to repair or replace the covered "auto", or
   b. 45 days
5. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.

**b.** The maximum rental expenses shown below:
**(1)** $75 any one day;
**(2)** $3,375 because of "loss" to any one covered "auto".

**6.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**7.** The insurance afforded for **Rental Reimbursement Coverage** in this extension does not apply if separate Rental Reimbursement Coverage is issued by us as an endorsement and made part of this policy.

**AIRBAGS COVERAGE EXTENSIONS**

Paragraph **2. b.** contained in **SECTION III – PHYSICAL DAMAGE COVERAGE – B. EXCLUSIONS –** does not apply to the unintended discharge of an airbag. However, coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

**LIMITED LOAN/LEASE GAP COVERAGE**

The following is an added coverage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE:**

In the event of a covered total "loss" to a covered "auto" which is either owned by you or is long-term leased by you for a period of 12 consecutive months or longer, we will pay any unpaid amount due on your loan or lease for such covered "auto", subject to the following additional provisions:

**1.** We will only pay the lesser of:
**a.** The sum of such unpaid amount, less
**(1)** The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and
**(2)** Any:
**(a)** Overdue loan/lease payments at the time of the "loss",
**(b)** Financial penalties imposed under a lease or excessive use, abnormal wear and tear or high mileage;
**(c)** Security deposits not returned by the lessor;
**(d)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
**(e)** Carry-over balances from previous loans or leases; or
**b.** $2,000.

**2.** This extension does not apply to any "auto" that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

**WAIVER OF SUBRO BY CONTRACT OR AGREEMENT**

The following is added to Paragraph **A. 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** contained in **SECTION IV – BUSINESS AUTO CONDITIONS:**

Notwithstanding anything to the contrary in the previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for 'bodily injury", "property damage" or "loss" arising out of the operation, maintenance, use,

loading or unloading of a covered "auto" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:
   a. Made prior to the covered injury or damage; and
   b. In effect at the time of the covered injury or damage; and
2. The injury or damage arises out of the operations contemplated by such written contract or agreement.

This waiver applies on to such person or organization designated in such written contract or agreement.

**ADDITIONAL DEFINITIONS**

As used with this endorsement the following Definitions are added:

**"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

**"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**"Temporary worker"** means a person who is furnished to you as a substitute for a permanent "employee" on leave or to meet seasonal or short term workload conditions.

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 2 | LEASED/RENTED EQUIP. | RDO Equipment Co<br>5221 Midland Road<br>Billings, MT 59101 | Unit 1 |
| Loss Payee | | | |
| 3 | LEASED/RENTED EQUIP | US Bank Equipment Finance<br>1310 Madrid Street<br>Marshall, MN 56258 | Unit 1 |
| Mortgagee | | | |
| 1 | | FIRST INTERSTATE BANK<br>INSURANCE SERVICE CENTER<br>PO BOX 863329<br>Plano, TX 75086 | Unit 2 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

### FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML3 | 04-05 | Amendatory Endorsement #3 | | | | $500.00 |
| 000-ART | 07-15 | Artisan Contractor Forms | ALL | | | |
| BOP P 02 | 01-21 | Policyholder Notice | ALL MT | | | |
| BP0417 | 01-10 | Employment-Related Practices Exclusion | ALL MT | | | |
| BP0418 | 06-89 | Amendment-Liquor Liability Exclusion | ALL MT | | | |
| BP0517 | 01-06 | Exclusion - Silica or Silica-Related Dust | ALL | | | |
| BP1408 | 01-10 | Excl - Exterior Insulation and Finish Systems | ALL | | | |
| BP 00 03 | 05-22 | Montana Businessowners Coverage Form | ALL MT | | | |
| BP 02 01 | 01-10 | Montana Changes | ALL MT | | | |
| BP 05 01 | 07-02 | Calculation of Premium | ALL | | | |
| BP 05 15 | 12-20 | Disclosure Pursuant to TRIA | ALL | | | |
| BP 05 23 | 01-15 | Cap Losses from Certified Acts of Terrorism | ALL | | | |
| BP 05 77 | 01-06 | Fungi or Bacteria Exclusion (Liability) | ALL MT | | | |
| BP 14 86 | 07-13 | Communicable Disease Exclusion | ALL MT | | | |
| BP 15 04 | 12-23 | Excl - Access/Disclosure of Confidential Info | ALL MT | | | |
| BP 15 60 | 02-21 | Cyber Incident Exclusion | ALL | | | |
| BP 15 91 | 12-23 | Exclusion - PFAS | ALL | | | |
| BP0526M | 01-16 | Excl of Certified Acts of | ALL MT | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Terrorism Inv N/B/C | | | | |
| MFM 001 | 05-25 | Policyholder Notice | ALL | | | |
| MFM 001A | 03-20 | Midwest Family Mutual Service Fee Schedule | ALL | | | |
| MFMAC017 | 03-16 | Limited Exclusion - Wrap-Up Insurance Program | ALL | | | |
| MFMBP037 | 07-19 | Medical Expense at Your Request End | ALL MT | | | |
| MFMBP038 | 12-22 | Wind/Hail Loss Settlement Provisions | ALL MT | | | |
| MFMBP041 | 04-23 | War and Cyber War Exclusion | ALL MT | | | |
| MFMBP043 | 02-25 | Exclusion - PFAS Policyholders Notice | ALL | | | |
| MFMBP-02 | 09-15 | Asbestos Exclusion | ALL | | | |
| MWILP001 | 01-04 | US Treasury Dept OFAC Advisory Notice | ALL | | | |
| PRIV NTC | 12-22 | Privacy Policy Notice | ALL | | | |
| ART-0007 | 02-22 | Work Performed Exclusion | ALL | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-1 | | | |
| BP0498 | 01-10 | Employee Benefits Liability | ALL | | $1,000,000 | $425.00 |
| | | Employee Benefits Liability | | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 1-1 | | | |
| IH 68 04 | 05-17 | Boom Limitation | ALL | | | |
| MFMAC015 | 01-15 | Contractors Installation Coverage | 1-1 | 500 | | $469.00 |
| | | Max Limit per Location: 50000<br>Max Limit in Transit: 50000<br>Max Limit all Locations: 150000 | | | | |
| MFMAC016 | 01-16 | Contractors Tools and Equipment Coverage | ALL | | | |
| MFMAC021 | 02-25 | Incorp of Apps, Supporting Docs, and Represen | ALL MT | | | |
| MFMBP006 | 01-16 | Limited Pollution Cov-Work Sites | ALL | | | $750.00 |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 1-1 | | | |
| MFMBP036 | 09-18 | Ultimate Liability Advantage Endorsement | 1-1 | | | |
| MFMIL005 | 09-15 | Business Income/Extra Expense Limit | ALL | | | |
| IR 08 84 | 03-18 | Commercial (BOP/Garage) Identity Recovery Cov | ALL | $500 | 25,000 | $27.00 |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-2 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-2 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof | 1-2 | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Surfacing | | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-2 | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 2-1 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 2-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 2-1 | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 2-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 2-1 | | | |
| MFMBP040 | 05-23 | Roof Exclusion | 2-1 | | | |

| Veh | Address | City | State | Terr |
|---|---|---|---|---|
| 70 | 621 Charles Street | Billings | MT | 107 |
| 71 | 621 Charles Street | Billings | MT | 107 |
| 72 | 621 Charles Street | Billings | MT | 107 |
| 73 | 621 Charles Street | Billings | MT | 107 |
| 74 | 621 Charles Street | Billings | MT | 107 |
| 75 | 621 Charles Street | Billings | MT | 107 |
| 76 | 621 Charles Street | Billings | MT | 107 |
| 77 | 621 Charles Street | Billings | MT | 107 |
| 78 | 621 Charles Street | Billings | MT | 107 |

## Special Interest

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 1 | 2018 Ford F350 #2647 | Ford Motor Credit<br>PO Box 30201<br>College Station, TX 77842 | Unit 68 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML2 | 04-05 | Amendatory Endorsement #2 | | | | |
| 000-AUT | 07-15 | Commercial Auto Forms | | | | |
| CA0001 | 05-22 | Business Auto Coverage Form | ALL MT | | | |
| CA9944 | 12-90 | Loss Payable Clause | ALL | | | |
| CA 01 68 | 03-06 | Montana Garage Liability Changes | ALL MT | | | |
| CA 01 72 | 04-01 | Montana Changes-Medical Payments Coverage | ALL MT | | | |
| CA 02 20 | 10-03 | Montana Changes-Cancellation Non-Renewal | ALL MT | | | |
| CA 99 03 | 03-06 | Auto Medical Payments Coverage | ALL MT | | | |
| CA-23-85 | 01-06 | Exclusion of Terrorism Involving N/B/C | ALL MT | | | |
| IL0003 | 06-89 | Calculation of Premium | ALL | | | |
| IL0017 | 11-85 | Common Policy Conditions | ALL MT | | | |
| IL 00 21 | 09-08 | Nuclear Energy Liability Excl Endt-Broad Form | ALL MT | | | |
| IL 01 67 | 09-08 | Montana Changes-Conformity with Statutes | ALL MT | | | |
| IL 01 80 | 09-07 | MT Changes-Concealment, misrepresentation fra | ALL MT | | | |
| MFMCA005 | 05-20 | Business Auto Advantage Endorsement | ALL | | | $4,982.00 |
| | | 47 - Number of Vehicles | | | | |
| CA 20 54 | 10-01 | Employee Hired Auto | | | | |
| CA 99 33 | 10-13 | Employees as Insureds | | | | |
| CA 31 35 | 12-07 | MT Uninsured Motorists Coverage-Non-Stacked | | | | |
| CA 31 33 | 12-07 | MT Underinsured Motorists | | | | |

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Cov.Non-Stacked | | | | |

MFM ML3 04-05

## Amendatory Endorsement #3

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560139501

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ARTISAN CONTRACTOR COVERAGE FORM

SNOW PLOW PRODUCTS - COMPLETED OPERATIONS HAZARD COVERAGE

The following exception is added to Exclusion B/1.g Aircraft, Auto, or Watercraft in Section II - Liability:

This exclusion does not apply to "bodily injury" or "property damage" that:

(a) Is included in the "products-completed operations hazard", and
(b) Arises out of the use of any "auto" for snow or ice removal operations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

# ULTIMATE LIABILITY ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the BUSINESSOWNERS COVERAGE FORM and provides the following coverages:

| Coverage | Limits |
|---|---|
| **Bail Bonds** | **$5,000** |
| **Loss of Earnings** | **$1,000** |
| **Automatic Liability Coverage – Newly Acquired or Constructed Property** | **120 Days – Period of Coverage** |
| **Damage to Property- Borrowed Equipment** | **$5,000** |
| **Blanket Additional Insured – Primary & Non Contributory – Ongoing and Completed Operations** | **Included if required by Written Contract or Written Agreement** |
| **Damage to Premises Rented to You** | **$300,000** |
| **Contractual Liability – Railroad** | **Included in General Liability Limit** |
| **Blanket Waiver of Subrogation** | **Included if required by Written Agreement** |

The provisions of the Businessowners Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Businessowners Coverage Form:

**Bail Bonds, Loss of Earnings and Automatic Liability Coverage – Newly Acquired or Constructed Property**

**SECTION II – LIABILITY – A. Coverages – 1. Business Liability**
**f. Coverage Extension – Supplementary Payments** – The following is changed:
**(b)** Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for 'bodily injury" applies. We do not have to furnish these bonds. And;
**(d)** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

The following **Coverage Extension** is added:
**(3)** For any newly acquired or constructed property that is intended for the similar use and operation as described in the Declarations we will extend Liability coverage. That coverage will end when any of the following first occurs:
**(a)** This policy expires; or
**(b)** 120 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property.
We will charge you additional premium for the liability from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.
**Damage to Property – Borrowed Equipment**

The following change is made to **B. Exclusions – 1. Applicable To Business Liability Coverage**
**k. Damage To Property** – the following is added to **(4)**
This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $5,000 per occurrence.

**Blanket Additional Insured – Primary and Non Contributory – Ongoing and Completed Operations**

The following is added to **C. Who Is An Insured**
**3.** The following are also an insured.
**A.** Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or a written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
**1** Your acts or omissions;
**2** The acts or omissions of those acting on your behalf, and resulting from;

**(a)** Your ongoing operations performed for the additional insured;
**(b)** Your work completed as included in the "products completed operations hazard" performed for the additional insured.
**B.** However, regarding provision **A.** above:
**1.** We will not extend insurance coverage to any additional insured or organization:
**(a)** That is not provided to you in this policy; or
**(b)** That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement.
**C.** The insurance provided to the additional insured person or organization does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of your rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
**1.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change of orders or drawings and specifications; and
**2.** Supervisory inspection, architectural or engineering activities.
**D.** For the coverage here:
**1.** The insurance is primary with respects to our coverage for the additional insured person or organization where the written contract or written agreement requires this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
**2.** This insurance is excess over any other insurance, whether primary, excess, contingent or any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same occurrence, claim or suit. This provision does not apply to any policy which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**Damage to Premises Rented To You**

The following change is made to **D. Liability And Medical Expenses Limits Of Insurance** – paragraph **3.** Is deleted and replaced with the following:
**3.** The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is $300,000. This limit replaces the limit shown in the Declarations for Damage to Premises Rented to You.

**Contractual Liability – Railroad**

The following change is made to **F. Liability And Medical Expenses Definitions** – **9.** "Insured contract" is changed to include contractual liability – railroads. The definition of "insured contract" is replaced with the following:
**9.** "Insured contract" means:
**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owners is not an "insured contract";
**b.** A sidetrack agreement;
**c.** Any easement or license agreement;

**d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
**e.** An elevator maintenance agreement;
**f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph **f.** does not include that part of any contract or agreement:

- **(1)** That indemnified an architect, engineer or surveyor for injury or damage arising out of:
  - **a.** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **b.** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- **(2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

**Blanket Waiver of Subrogation**

**SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)** The following change is made to **K. Transfer Of Rights Of recovery Against Others To Us –** paragraph **2.** Is deleted and replaced with the following:
**2.** Applicable to Businessowners Liability Coverage:
If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

We waive any Right of Recovery we may have against any additional insured as required in a written agreement because of payments we make for injury or damage arising out of your ongoing operations or your work done under contract with that person or organization.

MFM ML1 04-05

## Amendatory Endorsement #1

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
NAME INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560146256
LINE OF BUSINESS: WORKER¿S COMPENSATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

BLANKET WAIVER OF SUBROGATION COVERAGE APPLIES

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS.

WE HAVE THE RIGHT TO RECOVER OUR PAYMENT FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT.

# YELLOWSTONE COUNTY
# INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and **John's Home and Yard Service Inc.**, herein referred to as "CONTRACTOR", whose address is **P.O. Box 21460, Billings, MT 59104.**

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as

**Work generally described as Snow Plowing within RSID 887 – Stone Creek Subdivision and additional services or conditions per attached scope of work & quotation - Exhibit A.**

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:
CONTRACT shall be in effect from **November 1, 2026 to April 30, 2027**. If mutually agreed by both parties, the contract may be extended twice for a term of one (1) year per extension.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of **$ 400.00 per plowing event, $ 150.00 per hour for other services, and Unit Rates for other conditions as described in Exhibit A.** CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's quote dated **October 22, 2026**
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A – Contract Scope of Work & Specifications, Quote Solicitation List, and RSID Location & Boundary Map attached hereto**

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

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

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

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

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

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid

wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

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

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

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

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

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

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

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

RSID 887

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 Nov 1 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
John's Home and Yard Service
Billings, MT 59104

Signature

General Manager
Title

# Yellowstone County RSID Snow Plowing Quote Sheet

**Please fill out and return a worksheet for each RSID Subdivision you elect to quote**

**COMPANY NAME: _____John's Home and Yard Service**

**RSID Name and Number: _____Stone Creek 887 _____**

**RSID Event Committee Selection (Note 2" or 4" or Will-Call): ____4"_____**

## BASE QUOTE RATES

**Base Quote (Lump Sum) Per Plowing Event (as per specific RSID Committee selection)**

**$ _____$400_____/EACH (N/A if Will-Call Service Selection)**

**Additive Quote (Unit Price) Per Hour of Plowing Service / Will-Call Rate**

**$ ___$150_____/HR Minimum Hourly Rate (Flat Fee or Min Hrs) $ __$300_____/LS or _____HRS**

---

**MAILING ADDRESS: _____P.O. Box 21460_____**

**CITY, STATE, ZIP CODE: ____Billings, MT 59104_____**

**TELEPHONE NUMBER: ____406-652-8985_____**

**EMAIL ADRESS: _____msinger@jhys.com_____**

**MONTANA CONTRACTORS' LICENSE No. (if applicable): ____CCP-CCL-LIC-0148698_**

**AUTHORIZED REPRESENTATIVE (print): ____Matt Singer_____**

**SIGNATURE: _____**

**DATE: _____10/22/2026_____**

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I acknowledge receiving the following addenda (if applicable).

No. 1_____ No. 2 _____ (Initial)

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**ADDITIONAL SERVICES OFFERED/CONDITIONS –**

**Sanding Material Treatment / Ice-Melt Treatment: YES __X____NO _____**

**$ Fee Amount/Rates (if offered / provide clarifications):**

**_____$350 Per Load of Sand (1 ton of sand)_____**

**Holiday Service Restrictions: YES _X____NO _____**

**Note Restricted Service Days (if any)**

**Christmas**

**$ Holiday Fee Premium Amount / Rate (if any / provide clarifications):**

**___None_____**

**Multi-Year / Season Contract Offer (1 season term extension): YES ___X___NO _____**

**Note – If offered by Contractor, this option may be selected to reduce contracting administrative processes of the RSID, Yellowstone County and Contractor. If offered by Contractor, provide an extended contract Rate/Fee (e.g. $ fixed amount or % increase) adjustment (if any) to be applied for the succeeding year/season.**

**5% increase in prices for each subsequent year.**

**Any Other Conditions / Notations of Service Offerings:**

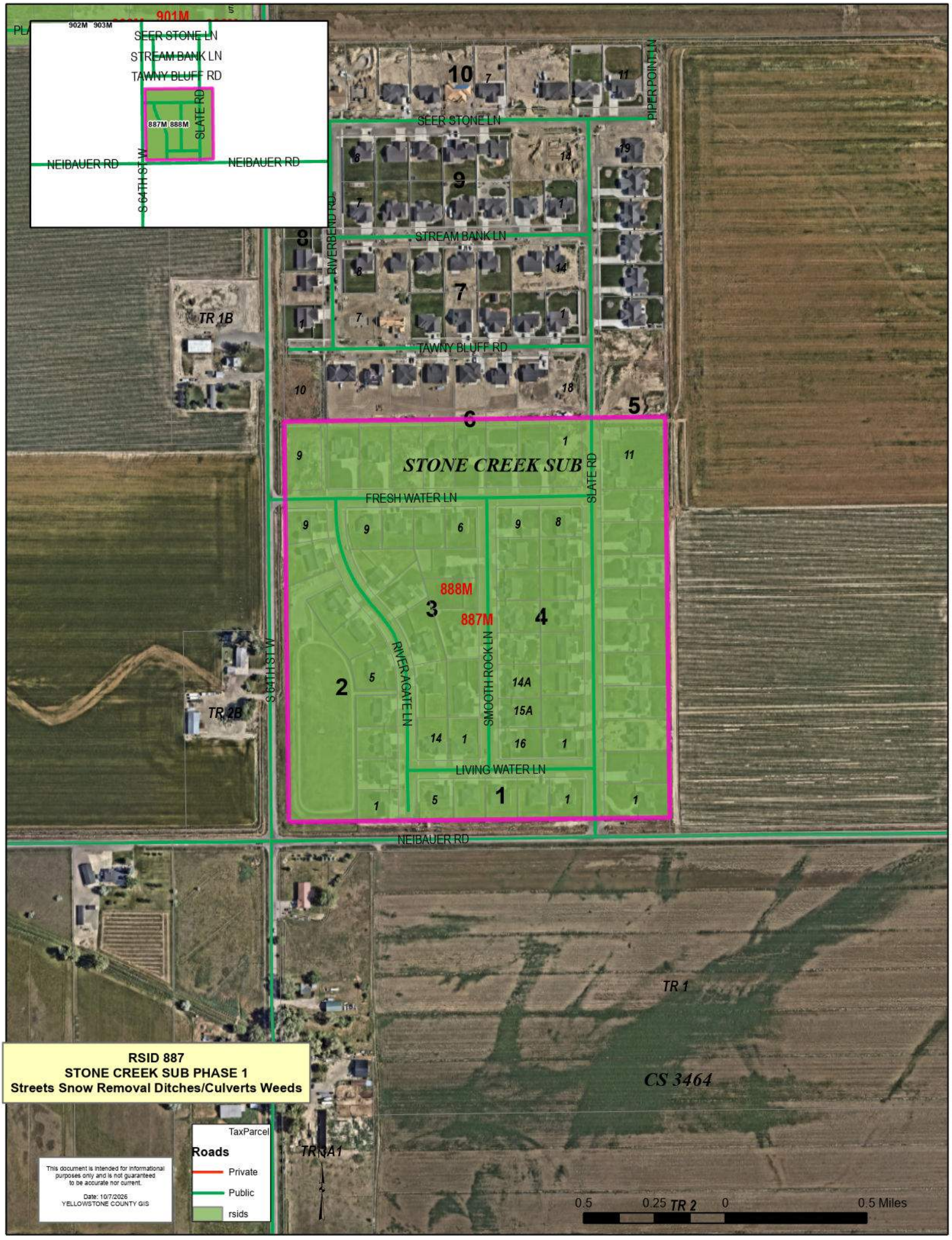
# EXHIBIT A

## Yellowstone County RSID Subdivision Snow Plowing
## Scope of Work & Specifications

- Provide Snow Plowing Lump Sum Rate "Per Event" Depth (2" or 4" inch) as selected by each RSID Committee (N/A if Committee Selects "Will-Call" Service)
    - Quote a Fixed Lump Sum Rate per Service of all streets and cul-de-sacs within the RSID mapped area
    - Quote Rate to include Automatic Service that is to occur once the designated depth threshold has been achieved and/or is anticipated (unless Will-Call Service)
    - RSID Ad-Hoc Committees may request snow plowing if less than the designated threshold has accumulated, but the committee must initiate this request directly with the Contractor
- Provide Snow Plowing Rate per Hour for Will-Call or other service call outs by the RSID Ad-Hoc Committees
    - Quote a Fixed Rate per Hour: Examples of call-out services
        - Will-Call Contract Service (Base Contract established at Hourly Rate only)
        - Drift Plowing / Slush Plowing
        - Partial / Other Plowing - TBD
- Provide Rate Quotes for Other Offered Winter Services
    - Sanding Treatment Rate
    - Ice-Melt Treatment Rate
    - Other Services (if any)
    - Application / Usage to be at request of and locations coordinated directly by RSID committee
- Provide Service Limitation Notations / Special Fees
    - Holiday Premium Days / Rates (if any)
    - Holiday Service Restrictions / Non-Service Days (if any)
    - Other Restrictions / Fees (if any)
- Guidelines for all Subdivision Plowing
    - Plowing to include all streets and cul-de-sacs
    - Punctual plowing performance is expected per event
    - Driveways and Mailboxes are not to be plowed in with windrow stockpiles
    - Landscaping / Signage / Mailbox / Other Property Damage that occurs beyond the edge of roadway is to be repaired or replaced at Contractors Expense and coordinated with Property Owner(s) and is considered incidental to Contract Rates.
    - Coordinate with RSID Ad-Hoc Committee and Property Owners as necessary
- NOTE: <u>All road alignments colored dark green (designated as Public Roads) AND WITHIN THE BOUNDARIES of the mapped subdivisions are to be considered a road surface to be plowed and subject to receive service via the RSID program of the RSID subdivision(s) quoted.</u> Contractors interested in submitting price quotes are encouraged to visit the site(s) to obtain and verify their own measurements of lengths, widths, slopes and any other conditions to consider as needed to perform this work. Provided RSID road lengths are approximate only and will not be considered cause for contract rate adjustments.
- Price Quotes shall include all labor, equipment, and tools necessary for the noted service(s)

# YCPW 2026 RSID Snow Plowing Solicitation List *

| Quote List No. | RSID No. | RSID Name | RSID Service Selection | Approximate Rd Lengths - MILES | | RSID Location Clarifications/Notes: |
|---|---|---|---|---|---|---|
| 1 | 651 | Cloverleaf Meadows | 2" | 1.6 | | |
| 2 | 667 | White Tail | 2" | 0.2 | | |
| 3 | 671 | Blue Creek View | 2" | 1.5 | | **ALL Gravel Roads** |
| 4 | 675 | Oak Ridge ***PH 1*** | 2" | 0.6 | | |
| 5 | 688 | Eagle Bend | Will-Call | 4.0 | | **ALL Gravel Roads** |
| 6 | 689 | Saddleback Ridge | 2" | 2.3 | | |
| 7 | 698 | Sierra Estates | *4" Event* | 2.8 | | |
| 8 | 701 | Pheasant Brook | 2" | 2.5 | | |
| 9 | 703 | Beartooth Pointe | 2" | 1.0 | | ***Requires Sanding and/or Ice Treatment*** |
| 10 | 709 | Clarks Fork ***RIVER RANCH*** | 2" | 1.2 | | AKA Clarks Point Drive |
| 11 | 713/715 | Tanglewood | 2" | 3.7 | | ***Combine the 2 RSID Maps*** |
| 12 | 720 | Lone Eagle | 2" | 2.0 | | ***MAY require Sanding and/or Ice Treatment*** |
| 13 | 723 | Clarks Fork ***ESTATES*** | 4" Event | 0.15 | | **ALL Gravel Roads** |
| 14 | 727 | Farnum | 4" Event | 1.1 | | |
| 15 | 728 | Linlee Lakes | 2" | 1.6 | | |
| 16 | 757 | Huntley Estates | Will-Call | 1.3 | | |
| 17 | 761 | Vista Buttes | 2" | 1.2 | | |
| 18 | 769 | Brookwood | 4" Event | 2.7 | | |
| 19 | 773 | West Meadows | 2" | 3.2 | | **PARTIAL Gravel Roads;** ***EXCLUDE So Homewood Park Dr N of Penta Cir; EXCLUDE W Bird Way S of White Pine Cir*** |
| 20 | 776 | Pryor Creek | 2" | 1.7 | | |
| 21 | 779 | Twin Coulee | 4" Event | 1.3 | | AKA Sanctuary Canyon |
| 22 | 786 | Grizzly Creek | 4" Event | 0.5 | | |
| 23 | 803 | Indian Cliffs | 4" Event | 3.5 | | ***INCLUDE Apache Trail from Hwy 3 to beginning of RSID Subdivision roads*** |
| 24 | 806 | River Ranch ***RETREAT*** | 4" Event | 1.5 | | |
| 25 | 820 | Crest View | 2" | 0.2 | | |
| 26 | 850 | Bar 11 | 2" | 4.6 | | ***INCLUDE Hawthorn Ln to 650 S of Bull Park; EXCLUDE Plateau Rd and Muckle Trl beyond 200 ft W of Derby St; Exclude all unfinished roads N & W of Bar 11 & Windy Point intersection; EXCLUDE all unfinished roads S of Windy Point & Bull Park intersection*** |
| 27 | 852 | MacKenzie Meadow | 2" | 2.75 | | ***INCLUDE all of Abby Rd from S 56th St through Subdivision; EXCLUDE Callies St and Kenzie St beyond 200 ft east of Abby Rd*** |
| 28 | 861 | Sundance | 2" | 1.8 | | |
| 29 | 887 | Stone Creek | 4" Event | 1.0 | | |
| 30 | 730 | Emerald Eagle | 2" | 1.4 | | *** Added RSID location 10/20/26** |


SEER STONE LN
STREAM BANK LN
TAWNY BLUFF RD
SLATE RD
887M 888M
NEIBAUER RD
S 64TH ST W
RIVERBEND RD
PIPER POINT LN
STONE CREEK SUB
FRESH WATER LN
RIVERAGATE LN
SMOOTH ROCK LN
LIVING WATER LN
888M
887M
TR 1B
TR 2B
TR 1
CS 3464
TR 3A1
TR 2
RSID 887
STONE CREEK SUB PHASE 1
Streets Snow Removal Ditches/Culverts Weeds
TaxParcel
Roads
Private
Public
rsids
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 10/7/2026
YELLOWSTONE COUNTY GIS
0.5 0.25 0 0.5 Miles

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2026

**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**
Leavitt Great West Insurance Services, LLC
3067 Cabernet Drive
Suite 3
Helena MT 59601

**CONTACT NAME:** Lyndie Kraft
**PHONE (A/C, No, Ext):** (877) 229-4553 **FAX (A/C, No):** (866) 751-8096
**E-MAIL ADDRESS:** lyndie-kraft@leavitt.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Midwest Family Mutual Insurance Company | 23574 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
John's Home & Yard Service LLC
PO Box 21460
Billings MT 59104

**COVERAGES** **CERTIFICATE NUMBER:** Rvsd Mstr PK **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Explosion Full Time | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | CPMT0560139501 | 05/21/2026 | 05/21/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Uninsured/Underinsured Motorist B | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | CPMT0560139501 | 05/21/2026 | 05/21/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | CPMT050449042 | 09/01/2026 | 09/01/2027 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

Certificate Holder is Additional Insured with Waiver of Subrogation on a Primary & Non-Contributory basis in regards to General Liability, Auto Liability, and Work Comp. See MFMBP036 (09-18), MFMCA005 (05-20), and NC300 (04/23) Matt Singer is excluded from Workers Compensation.

**CERTIFICATE HOLDER**
Yellowstone County
PO Box 35024
Billings MT 59107

**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.**

**AUTHORIZED REPRESENTATIVE**
Lyndie Kraft


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**The ACORD name and logo are registered marks of ACORD**

# ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Employee Benefits | EBLIA | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Explosion Part Time | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | 1,000 | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Medical payments | MEDPM | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 5,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
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| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
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| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
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| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
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| Ref # | Description | Coverage Code | Form No. | Edition Date |
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| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
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| Ref # | Description | Coverage Code | Form No. | Edition Date |
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| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO ADVANTAGE ENDORSEMENT**

This endorsement modifies insurance provided under the BUSINESS AUTO COVERAGE FORM – CA 00 01 12 90 – and provides the following coverages:

| Coverage | Limit or Included |
|---|---|
| **Additional Insured By Contract Or Agreement** | **Included** |
| **Airbags Coverage Extension** | **Included** |
| **Employees As Insureds** | **Included** |
| **Employee Hired Autos** | **$65,000** |
| **Glass Breakage (Windshield Repair)** | **Deductible waived** |
| **Hired Auto Physical Damage Coverage** | **$65,000** |
| • **Loss of Use** | **$300 Per Day**<br>**$2100 Maximum** |
| **Limited Fellow Employee Coverage** | **Included** |
| **Limited Loan/Lease Gap Coverage** | **$2,000** |
| **Newly Formed Or Acquired Entities** | **Included** |
| **Rental Reimbursement Coverage** | **45 Days**<br>**$75 Maximum Per Day**<br>**$3,375 Maximum To Any One Covered Auto**<br>**$15,000 Maximum Rental Expenses In Any One Policy Period** |
| **Supplementary Payments – Increased Limits:** | |
| • **Bail Bonds** | **$3,000** |
| • **Loss Of Earnings (Per Day)** | **$1,000** |
| **Towing And Labor** | **$100** |
| **Waiver Of Subrogation By Contract or Agreement** | **Included** |

The provisions of the Business Auto Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Business Auto Coverage Form:

**EMPLOYEE HIRED AUTOS**

**A. Changes in Liability Coverage**
The following is added to the **Who is an Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**B. Changes in General Conditions**
Paragraph **5.b.** of the **Other Insurance** Condition is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**1.** Any covered "auto" you lease, hire, rent or borrow; and

**2.** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**C. Limit of Insurance**
The most we will pay in any one "loss" will be the lesser of:

**(1)** The actual cash value of the damaged or stolen"auto" as of the time of the "loss";

**(2)** The cost to repair or replace the damaged or stolen "auto" as of the time of the "loss";

**(3)** $65,000.

**HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for **Covered Autos Liability Coverage** in the policy, then such **Physical Damage Coverage** that is provided in this policy for your owned "autos" will be extended to certain "autos" you lease, hire, rent or borrow, subject to the following additional provisions:

**1.** This extension for **Hired Auto Physical Damage Coverage** does not apply to:

**a.** Any "auto" you lease, hire, rent or borrow that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;

**b.** Any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households; or

**c.** Any other "auto" you lease, hire, rent, or borrow:

**(1)** For a period of more than 30 days; or

**(2)** With a driver.

2. **Physical Damage Coverage**
The **Physical Damage Coverage** provided will be:
**(a)** With respect to the Other Than Collision coverage;
**(1)** Comprehensive Coverage if any covered "auto" owned by you has this coverage under the policy; or,
**(2)** Specified Causes Of Loss Coverage if, under this policy any covered "auto" owned by you has this coverage and no other covered "auto" owned by you has Comprehensive Coverage; and
**(b)** Collision Coverage if any covered "auto" owned by you has this coverage under this policy.

3. **Limit Of Insurance**
The most we will pay in any one "loss" will be the lesser of:
**a.** The actual cash value of the damaged or stolen "auto" as of the time of the "loss";
**b.** The cost to repair or replace the damaged or stolen "auto" with the other property of like kind and quality; or
**c.** $65,000,
Except that such amount will be reduced by a deductible as determined in paragraph **4.** below.

4. **Deductible**
Our obligation to pay for, repair, return or replace such damaged or stolen covered "auto" will be reduced by a deductible for coverage afforded in **2.(a)** and **2.(b)** above equal to the amount of the largest deductible applicable for that coverage to any covered "auto" owned by you. However, no deductible will apply to "loss" caused by fire or lightning.

5. **Loss Of Use**
For any "auto" which is a covered "auto" under this extension **Hired Auto Physical Damage Coverage,** and subject to the coverages provided under paragraph **2. Physical Damage Coverage** above, we will also pay expenses for loss of use of such "auto", subject to the following additional provisions:
**a.** Such "auto": is leased or rented under a written rental contract or agreement;
**b.** Such loss of use is a direct consequence of a "loss" covered under this extension **Hired Auto Physical Damage Coverage:**
**(1)** For which an "insured" is legally responsible; and
**(2)** As a result of which the leasing or rental entity sustains a monetary loss;
**c.** The most we will pay for any expenses for loss of use is $300 per day, subject to a maximum of $2,100.

6. **Other Insurance**
Coverage under this extension **Hired Auto Physical Damage Coverage** will be excess over any other valid and collectible insurance available to the "insured".

**ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**

1. **SECTION II – LIABILITY COVERAGE A. 1. WHO IS AN INSURED** is changed to add as an additional insured any person or organization when you and such person or organization have agreed in writing

in a contract or agreement that such person or organization can be added as an additional insured on your policy, subject to the following additional provisions.

**a.** Such person or organization is an additional insured only with respect to their vicarious legal responsibility for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto", and then only to the extent of that liability.

**b.** Such person or organization is not an additional insured for any covered "auto" owned by, hired from, or borrowed from such person or organization or a member of such person's household.

**c.** Such written contract or agreement must be executed prior to, and be in effect at the time of, the "bodily injury" or "property damage".

**d.** Paragraph **F.** "Insured Contract" contained in **SECTION V – DEFINITIONS** is changed to add sub-paragraph **d.** to the end of that definition, as follows:
An "Insured Contract" does not include that part of any contract or agreement:
**d.** That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other that the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto".

**2.** None of the following shall be an additional insured under this endorsement:
**a.** Any motor carrier for hire or his or her "employees"; or
**b.** Any rail, water or air carrier or their "employees"
for any covered "auto".

**3.** Paragraph **A. 1. WHO IS AN INSURED** paragraph **c.** is deleted and replaced with the following provisions:
**c.** The additional insured is not required to pay any premiums stated in the policy or earned from the policy. Any return premium shall be payable to you.
**d.** You are authorized to act for the additional insured in all matters pertaining to this insurance.
**e.** the additional insured will retain any right of recovery as a claimant under this policy.

**EMPLOYEES AS INSUREDS**

**SECTION II – LIABILITY COVERAGE – A. 1. WHO IS AN INSURED** is changed to the following provision.

Any "employee" of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision **Employees As Insureds,** does not apply if separate Employees As Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

**NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

The Named Insured shown in the Business Auto Declarations is amended to include any organization you newly form or acquire, other than:

**(i)** A partnership, joint venture, or limited liability company; or

**(ii)** An organization excluded by the provisions of this policy or by endorsement,

and over which you maintain ownership or majority interest of more than 50%, subject to the following additional provisions:

**1.** This insurance does not apply to any newly formed or acquired organization that is an "insured" under such policy but for its termination or the exhaustion of its Limits of Insurance.

**2.** Coverage under this provision does not apply to injury, damage, expense, or "loss" that occurred before you formed or acquired the organization.

**3.** Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, or the end of the policy period, whichever is earlier.

**SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

The following changes are made to **SECTION II – LIABILITY COVERAGE – A. 2. COVERAGE EXTENSIONS:**

**1.** The limit shown in Subparagraph **(2)** for the cost of bail bonds is changed from $250 to $3,000.

**2.** The limit shown in Subparagraph **(4)** for all reasonable expenses incurred at our request, including actual loss of earnings because of time off work, is changed from $100 to $1,000 per day.

**LIMITED FELLOW EMPLOYEE COVERAGE**

**SECTION II – LIABILITY COVERAGE – B. EXCLUSIONS 5. FELLOW EMPLOYEE** is replaced by the following:

**a.** "Bodily injury" to any fellow "employee" of the "insured" arising out of an in the course of the fellow "employees" employment or while performing duties related to the conduct of your business; or

**b.** the spouse, child, parent, brother or sister of the fellow "employee" as a consequence of Paragraph **a.** above.

However, this exclusion does not apply to liability incurred by your employees that are "executive officers".

Such coverage is excess over any other collectible insurance, and Paragraph **5. OTHER INSURANCE** of **B. GENERAL CONDITIONS** under **SECTION IV – BUSINESS AUTO CONDITIONS** is changed accordingly.

Any insurance provided by this provision **Limited fellow Employee Coverage** does not apply if separate fellow Employee Coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made part of this policy.

As used in this provision "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

**TOWING AND LABOR COVERAGE**

Paragraph **2. Towing** under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

With respect to any "private passenger auto" or "light truck" you own that is provided both Comprehensive Coverage and Collision Coverage in this policy, we will pay up to $100 for towing and labor costs incurred each time such "private passenger auto" or "light truck" is disabled, subject to the following additional provisions:

1. The labor must be performed at the place of disablement;
2. This coverage does not apply to stolen "autos".
3. As used with this coverage:
   a. "Private passenger auto" means a four wheel auto of the private passenger or station wagon type; and
   b. "Light truck" means a pick up or panel truck, sport utility vehicle or similar "auto", with a Gross Vehicle Weight (GVW) of 11,000 pounds or less.
   Gross Vehicle Weight (GVW) is the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

**GLASS BREAKAGE (WINDSHIELD REPAIR)**

Paragraph **3.** Glass Breakage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A –** the following is added:

**d.**If your windshield sustains damage resulting in a crack or chip that is deemed repairable and the repairs are completed, we will agree to waive your deductible.

**RENTAL REIMBURSEMENT COVERAGE**

Paragraph **4.** Coverage Extension under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to a covered "auto" you own, subject to the following additional provisions:

1. As used in the Rental Reimbursement Coverage provision, "auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads. However, "auto" does not include:
   a. "Mobile equipment", or
   b. Any other land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law where it is licensed or principally garaged.
2. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
3. No deductible applies to the coverage.
4. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
   a. The number of days reasonably required to repair or replace the covered "auto", or
   b. 45 days
5. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.

**b.** The maximum rental expenses shown below:
**(1)** $75 any one day;
**(2)** $3,375 because of "loss" to any one covered "auto".

**6.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**7.** The insurance afforded for **Rental Reimbursement Coverage** in this extension does not apply if separate Rental Reimbursement Coverage is issued by us as an endorsement and made part of this policy.

**AIRBAGS COVERAGE EXTENSIONS**

Paragraph **2. b.** contained in **SECTION III – PHYSICAL DAMAGE COVERAGE – B. EXCLUSIONS –** does not apply to the unintended discharge of an airbag. However, coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

**LIMITED LOAN/LEASE GAP COVERAGE**

The following is an added coverage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE:**

In the event of a covered total "loss" to a covered "auto" which is either owned by you or is long-term leased by you for a period of 12 consecutive months or longer, we will pay any unpaid amount due on your loan or lease for such covered "auto", subject to the following additional provisions:

**1.** We will only pay the lesser of:
**a.** The sum of such unpaid amount, less
**(1)** The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and
**(2)** Any:
**(a)** Overdue loan/lease payments at the time of the "loss",
**(b)** Financial penalties imposed under a lease or excessive use, abnormal wear and tear or high mileage;
**(c)** Security deposits not returned by the lessor;
**(d)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
**(e)** Carry-over balances from previous loans or leases; or
**b.** $2,000.

**2.** This extension does not apply to any "auto" that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

**WAIVER OF SUBRO BY CONTRACT OR AGREEMENT**

The following is added to Paragraph **A. 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** contained in **SECTION IV – BUSINESS AUTO CONDITIONS:**

Notwithstanding anything to the contrary in the previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for 'bodily injury", "property damage" or "loss" arising out of the operation, maintenance, use,

loading or unloading of a covered "auto" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:
   a. Made prior to the covered injury or damage; and
   b. In effect at the time of the covered injury or damage; and
2. The injury or damage arises out of the operations contemplated by such written contract or agreement.

This waiver applies on to such person or organization designated in such written contract or agreement.

**ADDITIONAL DEFINITIONS**

As used with this endorsement the following Definitions are added:

**"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

**"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**"Temporary worker"** means a person who is furnished to you as a substitute for a permanent "employee" on leave or to meet seasonal or short term workload conditions.

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 2 | LEASED/RENTED EQUIP. | RDO Equipment Co<br>5221 Midland Road<br>Billings, MT 59101 | Unit 1 |
| Loss Payee | | | |
| 3 | LEASED/RENTED EQUIP | US Bank Equipment Finance<br>1310 Madrid Street<br>Marshall, MN 56258 | Unit 1 |
| Mortgagee | | | |
| 1 | | FIRST INTERSTATE BANK<br>INSURANCE SERVICE CENTER<br>PO BOX 863329<br>Plano, TX 75086 | Unit 2 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

### FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML3 | 04-05 | Amendatory Endorsement #3 | | | | $500.00 |
| 000-ART | 07-15 | Artisan Contractor Forms | ALL | | | |
| BOP P 02 | 01-21 | Policyholder Notice | ALL MT | | | |
| BP0417 | 01-10 | Employment-Related Practices Exclusion | ALL MT | | | |
| BP0418 | 06-89 | Amendment-Liquor Liability Exclusion | ALL MT | | | |
| BP0517 | 01-06 | Exclusion - Silica or Silica-Related Dust | ALL | | | |
| BP1408 | 01-10 | Excl - Exterior Insulation and Finish Systems | ALL | | | |
| BP 00 03 | 05-22 | Montana Businessowners Coverage Form | ALL MT | | | |
| BP 02 01 | 01-10 | Montana Changes | ALL MT | | | |
| BP 05 01 | 07-02 | Calculation of Premium | ALL | | | |
| BP 05 15 | 12-20 | Disclosure Pursuant to TRIA | ALL | | | |
| BP 05 23 | 01-15 | Cap Losses from Certified Acts of Terrorism | ALL | | | |
| BP 05 77 | 01-06 | Fungi or Bacteria Exclusion (Liability) | ALL MT | | | |
| BP 14 86 | 07-13 | Communicable Disease Exclusion | ALL MT | | | |
| BP 15 04 | 12-23 | Excl - Access/Disclosure of Confidential Info | ALL MT | | | |
| BP 15 60 | 02-21 | Cyber Incident Exclusion | ALL | | | |
| BP 15 91 | 12-23 | Exclusion - PFAS | ALL | | | |
| BP0526M | 01-16 | Excl of Certified Acts of | ALL MT | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Terrorism Inv N/B/C | | | | |
| MFM 001 | 05-25 | Policyholder Notice | ALL | | | |
| MFM 001A | 03-20 | Midwest Family Mutual Service Fee Schedule | ALL | | | |
| MFMAC017 | 03-16 | Limited Exclusion - Wrap-Up Insurance Program | ALL | | | |
| MFMBP037 | 07-19 | Medical Expense at Your Request End | ALL MT | | | |
| MFMBP038 | 12-22 | Wind/Hail Loss Settlement Provisions | ALL MT | | | |
| MFMBP041 | 04-23 | War and Cyber War Exclusion | ALL MT | | | |
| MFMBP043 | 02-25 | Exclusion - PFAS Policyholders Notice | ALL | | | |
| MFMBP-02 | 09-15 | Asbestos Exclusion | ALL | | | |
| MWILP001 | 01-04 | US Treasury Dept OFAC Advisory Notice | ALL | | | |
| PRIV NTC | 12-22 | Privacy Policy Notice | ALL | | | |
| ART-0007 | 02-22 | Work Performed Exclusion | ALL | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-1 | | | |
| BP0498 | 01-10 | Employee Benefits Liability | ALL | | $1,000,000 | $425.00 |
| | | Employee Benefits Liability | | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 1-1 | | | |
| IH 68 04 | 05-17 | Boom Limitation | ALL | | | |
| MFMAC015 | 01-15 | Contractors Installation Coverage | 1-1 | 500 | | $469.00 |
| | | Max Limit per Location: 50000<br>Max Limit in Transit: 50000<br>Max Limit all Locations: 150000 | | | | |
| MFMAC016 | 01-16 | Contractors Tools and Equipment Coverage | ALL | | | |
| MFMAC021 | 02-25 | Incorp of Apps, Supporting Docs, and Represen | ALL MT | | | |
| MFMBP006 | 01-16 | Limited Pollution Cov-Work Sites | ALL | | | $750.00 |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 1-1 | | | |
| MFMBP036 | 09-18 | Ultimate Liability Advantage Endorsement | 1-1 | | | |
| MFMIL005 | 09-15 | Business Income/Extra Expense Limit | ALL | | | |
| IR 08 84 | 03-18 | Commercial (BOP/Garage) Identity Recovery Cov | ALL | $500 | 25,000 | $27.00 |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 1-2 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 1-2 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof | 1-2 | | | |

| Form | Edition | Description | Prems-Bldg | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Surfacing | | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 1-2 | | | |
| BOP0026 | 01-16 | Equipment Breakdown Coverage | 2-1 | | | |
| BP0704 | 01-06 | Business Liab Covg - PD Deductible (Per Occ) | 2-1 | | | |
| BP-14-81 | 07-13 | Limitations on Coverage for Roof Surfacing | 2-1 | | | |
| MFMBP019 | 11-13 | Windstorm or Hail Percentage Deductibles 5% | 2-1 | | | |
| MFMBP035 | 10-19 | Ultimate Property Advantage Endorsement | 2-1 | | | |
| MFMBP040 | 05-23 | Roof Exclusion | 2-1 | | | |

| Veh | Address | City | State | Terr |
|---|---|---|---|---|
| 70 | 621 Charles Street | Billings | MT | 107 |
| 71 | 621 Charles Street | Billings | MT | 107 |
| 72 | 621 Charles Street | Billings | MT | 107 |
| 73 | 621 Charles Street | Billings | MT | 107 |
| 74 | 621 Charles Street | Billings | MT | 107 |
| 75 | 621 Charles Street | Billings | MT | 107 |
| 76 | 621 Charles Street | Billings | MT | 107 |
| 77 | 621 Charles Street | Billings | MT | 107 |
| 78 | 621 Charles Street | Billings | MT | 107 |

## Special Interest

| | | | Unit |
|---|---|---|---|
| Loss Payee | | | |
| 1 | 2018 Ford F350 #2647 | Ford Motor Credit<br>PO Box 30201<br>College Station, TX 77842 | Unit 68 |

## Form Schedule

*Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| MFM ML2 | 04-05 | Amendatory Endorsement #2 | | | | |
| 000-AUT | 07-15 | Commercial Auto Forms | | | | |
| CA0001 | 05-22 | Business Auto Coverage Form | ALL MT | | | |
| CA9944 | 12-90 | Loss Payable Clause | ALL | | | |
| CA 01 68 | 03-06 | Montana Garage Liability Changes | ALL MT | | | |
| CA 01 72 | 04-01 | Montana Changes-Medical Payments Coverage | ALL MT | | | |
| CA 02 20 | 10-03 | Montana Changes-Cancellation Non-Renewal | ALL MT | | | |
| CA 99 03 | 03-06 | Auto Medical Payments Coverage | ALL MT | | | |
| CA-23-85 | 01-06 | Exclusion of Terrorism Involving N/B/C | ALL MT | | | |
| IL0003 | 06-89 | Calculation of Premium | ALL | | | |
| IL0017 | 11-85 | Common Policy Conditions | ALL MT | | | |
| IL 00 21 | 09-08 | Nuclear Energy Liability Excl Endt-Broad Form | ALL MT | | | |
| IL 01 67 | 09-08 | Montana Changes-Conformity with Statutes | ALL MT | | | |
| IL 01 80 | 09-07 | MT Changes-Concealment, misrepresentation fra | ALL MT | | | |
| MFMCA005 | 05-20 | Business Auto Advantage Endorsement | ALL | | | $4,982.00 |
| | | 47 - Number of Vehicles | | | | |
| CA 20 54 | 10-01 | Employee Hired Auto | | | | |
| CA 99 33 | 10-13 | Employees as Insureds | | | | |
| CA 31 35 | 12-07 | MT Uninsured Motorists Coverage-Non-Stacked | | | | |
| CA 31 33 | 12-07 | MT Underinsured Motorists | | | | |

| Form | Edition | Description | Veh # | Ded | Limit | Premium |
|---|---|---|---|---|---|---|
| | | Cov.Non-Stacked | | | | |

MFM ML3 04-05

## Amendatory Endorsement #3

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560139501

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ARTISAN CONTRACTOR COVERAGE FORM

SNOW PLOW PRODUCTS - COMPLETED OPERATIONS HAZARD COVERAGE

The following exception is added to Exclusion B/1.g Aircraft, Auto, or Watercraft in Section II - Liability:

This exclusion does not apply to "bodily injury" or "property damage" that:

(a) Is included in the "products-completed operations hazard", and
(b) Arises out of the use of any "auto" for snow or ice removal operations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

# ULTIMATE LIABILITY ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the BUSINESSOWNERS COVERAGE FORM and provides the following coverages:

| Coverage | Limits |
|---|---|
| **Bail Bonds** | **$5,000** |
| **Loss of Earnings** | **$1,000** |
| **Automatic Liability Coverage – Newly Acquired or Constructed Property** | **120 Days – Period of Coverage** |
| **Damage to Property- Borrowed Equipment** | **$5,000** |
| **Blanket Additional Insured – Primary & Non Contributory – Ongoing and Completed Operations** | **Included if required by Written Contract or Written Agreement** |
| **Damage to Premises Rented to You** | **$300,000** |
| **Contractual Liability – Railroad** | **Included in General Liability Limit** |
| **Blanket Waiver of Subrogation** | **Included if required by Written Agreement** |

The provisions of the Businessowners Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Businessowners Coverage Form:

**Bail Bonds, Loss of Earnings and Automatic Liability Coverage – Newly Acquired or Constructed Property**

**SECTION II – LIABILITY – A. Coverages – 1. Business Liability**
**f. Coverage Extension – Supplementary Payments** – The following is changed:
**(b)** Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for 'bodily injury" applies. We do not have to furnish these bonds. And;
**(d)** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

The following **Coverage Extension** is added:
**(3)** For any newly acquired or constructed property that is intended for the similar use and operation as described in the Declarations we will extend Liability coverage. That coverage will end when any of the following first occurs:
**(a)** This policy expires; or
**(b)** 120 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property.
We will charge you additional premium for the liability from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.
**Damage to Property – Borrowed Equipment**

The following change is made to **B. Exclusions – 1. Applicable To Business Liability Coverage**
**k. Damage To Property** – the following is added to **(4)**
This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $5,000 per occurrence.

**Blanket Additional Insured – Primary and Non Contributory – Ongoing and Completed Operations**

The following is added to **C. Who Is An Insured**
**3.** The following are also an insured.
**A.** Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or a written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
**1** Your acts or omissions;
**2** The acts or omissions of those acting on your behalf, and resulting from;

**(a)** Your ongoing operations performed for the additional insured;
**(b)** Your work completed as included in the "products completed operations hazard" performed for the additional insured.
**B.** However, regarding provision **A.** above:
**1.** We will not extend insurance coverage to any additional insured or organization:
**(a)** That is not provided to you in this policy; or
**(b)** That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement.
**C.** The insurance provided to the additional insured person or organization does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of your rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
**1.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change of orders or drawings and specifications; and
**2.** Supervisory inspection, architectural or engineering activities.
**D.** For the coverage here:
**1.** The insurance is primary with respects to our coverage for the additional insured person or organization where the written contract or written agreement requires this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
**2.** This insurance is excess over any other insurance, whether primary, excess, contingent or any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same occurrence, claim or suit. This provision does not apply to any policy which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**Damage to Premises Rented To You**

The following change is made to **D. Liability And Medical Expenses Limits Of Insurance** – paragraph **3.** Is deleted and replaced with the following:
**3.** The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is $300,000. This limit replaces the limit shown in the Declarations for Damage to Premises Rented to You.

**Contractual Liability – Railroad**

The following change is made to **F. Liability And Medical Expenses Definitions** – **9.** "Insured contract" is changed to include contractual liability – railroads. The definition of "insured contract" is replaced with the following:
**9.** "Insured contract" means:
**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owners is not an "insured contract";
**b.** A sidetrack agreement;
**c.** Any easement or license agreement;

**d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
**e.** An elevator maintenance agreement;
**f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph **f.** does not include that part of any contract or agreement:

- **(1)** That indemnified an architect, engineer or surveyor for injury or damage arising out of:
  - **a.** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **b.** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- **(2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

**Blanket Waiver of Subrogation**

**SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)** The following change is made to **K. Transfer Of Rights Of recovery Against Others To Us –** paragraph **2.** Is deleted and replaced with the following:
**2.** Applicable to Businessowners Liability Coverage:
If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

We waive any Right of Recovery we may have against any additional insured as required in a written agreement because of payments we make for injury or damage arising out of your ongoing operations or your work done under contract with that person or organization.

MFM ML1 04-05

## Amendatory Endorsement #1

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
NAME INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560146256
LINE OF BUSINESS: WORKER¿S COMPENSATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

BLANKET WAIVER OF SUBROGATION COVERAGE APPLIES

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS.

WE HAVE THE RIGHT TO RECOVER OUR PAYMENT FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT.

**B.O.C.C. Regular** **4. b.**

**Meeting Date:** 11/17/2026

**Title:** Contracts with Black Hat Mobile Wash LLC

**Submitted For:** Gregg Morgan **Submitted By:** Trasee Field, Senior Secretary

**TOPIC:**

Contracts with Black Hat Mobile for RSID Snow Plowing

**BACKGROUND:**

Contracts with Black Hat Mobile Wash LLC for snow plowing RSID's 773, 786, 806.

**RECOMMENDED ACTION:**

File

**Attachments**

Contract
Contract
Contract

# YELLOWSTONE COUNTY
# INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and **Black Hat Mobile Wash LLC**, herein referred to as "CONTRACTOR", whose address is **1005 Competition Ave, Billings, MT 59105.**

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as

**Work generally described as Snow Plowing within RSID 773 – West Meadows Subdivision and additional services or conditions per attached scope of work & quotation - Exhibit A.**

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:
CONTRACT shall be in effect from **November 1, 2026 to April 30, 2027**. If mutually agreed by both parties, the contract may be extended twice for a term of one (1) year per extension.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of **$ 750.00 per plowing event, $ 100.00 per hour for other services, and Unit Rates for other conditions as described in Exhibit A.** CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's quote dated **October 27, 2026**
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A – Contract Scope of Work & Specifications, Quote Solicitation List, and RSID Location & Boundary Map attached hereto**

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

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

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

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

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

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid

wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

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

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

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

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

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

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

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

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

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

This Contract will be effective November 1, 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
Black Hat Mobile Wash LLC
Billings, MT 59101

Signature

Owner
Title

**COMPANY NAME:** Black Hat Mobile Wash

**RSID Name and Number:** West Meadows 773

**RSID Event Committee Selection (Note 2" or 4" or Will-Call):** 2"

**BASE QUOTE RATES**

**Base Quote (Lump Sum) Per Plowing Event (as per specific RSID Committee selection)**

**$** 750.00 **/EACH (N/A if Will-Call Service Selection)**

**Additive Quote (Unit Price) Per Hour of Plowing Service / Will-Call Rate**

**$** 100.00 **/HR Minimum Hourly Rate (Flat Fee or Min Hrs) $** _____ **/LS or** _____ **HRS**

---

**MAILING ADDRESS:** 1005 Competition Ave.

**CITY, STATE, ZIP CODE:** Billings, Mt. 59105

**TELEPHONE NUMBER:** 406-641-7465

**EMAIL ADRESS:** Contway@live.com

**MONTANA CONTRACTORS' LICENSE No. (if applicable):** ICP-ICEC-REG-03721

**AUTHORIZED REPRESENTATIVE (print):** Jayson T. Contway

**SIGNATURE:**

**DATE:** 10/29/24

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I acknowledge receiving the following addenda (if applicable).

No. 1_____ No. 2 _____ (Initial)

---

**ADDITIONAL SERVICES OFFERED/CONDITIONS –**

**Sanding Material Treatment / Ice-Melt Treatment:** **YES** _____ **NO** ✓

**$ Fee Amount/Rates (if offered / provide clarifications):**

_____

_____

**Holiday Service Restrictions:** **YES** _____ **NO** ✓

**Note Restricted Service Days (if any)**

_____

_____

**$ Holiday Fee Premium Amount / Rate (if any / provide clarifications):**

$100.00 major holiday ie. Christmas

_____

**Multi-Year / Season Contract Offer (1 season term extension):** **YES** _____ **NO** _____

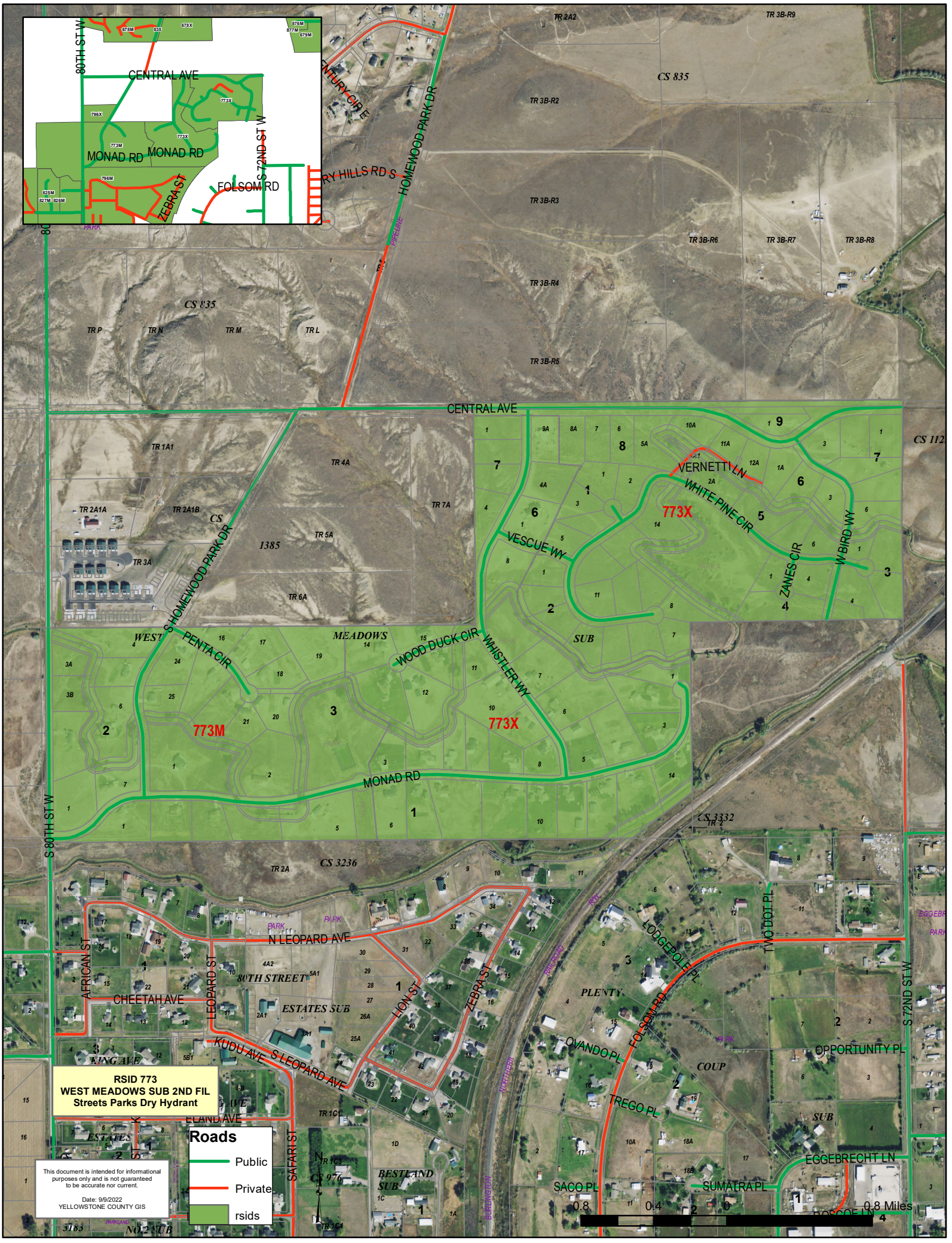
# EXHIBIT A

## Yellowstone County RSID Subdivision Snow Plowing
## Scope of Work & Specifications

- Provide Snow Plowing Lump Sum Rate "Per Event" Depth (2" or 4" inch) as selected by each RSID Committee (N/A if Committee Selects "Will-Call" Service)
    - Quote a Fixed Lump Sum Rate per Service of all streets and cul-de-sacs within the RSID mapped area
    - Quote Rate to include Automatic Service that is to occur once the designated depth threshold has been achieved and/or is anticipated (unless Will-Call Service)
    - RSID Ad-Hoc Committees may request snow plowing if less than the designated threshold has accumulated, but the committee must initiate this request directly with the Contractor
- Provide Snow Plowing Rate per Hour for Will-Call or other service call outs by the RSID Ad-Hoc Committees
    - Quote a Fixed Rate per Hour: Examples of call-out services
        - Will-Call Contract Service (Base Contract established at Hourly Rate only)
        - Drift Plowing / Slush Plowing
        - Partial / Other Plowing - TBD
- Provide Rate Quotes for Other Offered Winter Services
    - Sanding Treatment Rate
    - Ice-Melt Treatment Rate
    - Other Services (if any)
    - Application / Usage to be at request of and locations coordinated directly by RSID committee
- Provide Service Limitation Notations / Special Fees
    - Holiday Premium Days / Rates (if any)
    - Holiday Service Restrictions / Non-Service Days (if any)
    - Other Restrictions / Fees (if any)
- Guidelines for all Subdivision Plowing
    - Plowing to include all streets and cul-de-sacs
    - Punctual plowing performance is expected per event
    - Driveways and Mailboxes are not to be plowed in with windrow stockpiles
    - Landscaping / Signage / Mailbox / Other Property Damage that occurs beyond the edge of roadway is to be repaired or replaced at Contractors Expense and coordinated with Property Owner(s) and is considered incidental to Contract Rates.
    - Coordinate with RSID Ad-Hoc Committee and Property Owners as necessary
- NOTE: <u>All road alignments colored dark green (designated as Public Roads) AND WITHIN THE BOUNDARIES of the mapped subdivisions are to be considered a road surface to be plowed and subject to receive service via the RSID program of the RSID subdivision(s) quoted.</u> Contractors interested in submitting price quotes are encouraged to visit the site(s) to obtain and verify their own measurements of lengths, widths, slopes and any other conditions to consider as needed to perform this work. Provided RSID road lengths are approximate only and will not be considered cause for contract rate adjustments.
- Price Quotes shall include all labor, equipment, and tools necessary for the noted service(s)

# YCPW 2026 RSID Snow Plowing Solicitation List *

| Quote List No. | RSID No. | RSID Name | RSID Service Selection | Approximate Rd Lengths - MILES | | RSID Location Clarifications/Notes: |
|---|---|---|---|---|---|---|
| 1 | 651 | Cloverleaf Meadows | 2" | 1.6 | | |
| 2 | 667 | White Tail | 2" | 0.2 | | |
| 3 | 671 | Blue Creek View | 2" | 1.5 | | **ALL Gravel Roads** |
| 4 | 675 | Oak Ridge ***PH 1*** | 2" | 0.6 | | |
| 5 | 688 | Eagle Bend | Will-Call | 4.0 | | **ALL Gravel Roads** |
| 6 | 689 | Saddleback Ridge | 2" | 2.3 | | |
| 7 | 698 | Sierra Estates | *4" Event* | 2.8 | | |
| 8 | 701 | Pheasant Brook | 2" | 2.5 | | |
| 9 | 703 | Beartooth Pointe | 2" | 1.0 | | ***Requires Sanding and/or Ice Treatment*** |
| 10 | 709 | Clarks Fork ***RIVER RANCH*** | 2" | 1.2 | | AKA Clarks Point Drive |
| 11 | 713/715 | Tanglewood | 2" | 3.7 | | ***Combine the 2 RSID Maps*** |
| 12 | 720 | Lone Eagle | 2" | 2.0 | | ***MAY require Sanding and/or Ice Treatment*** |
| 13 | 723 | Clarks Fork ***ESTATES*** | 4" Event | 0.15 | | **ALL Gravel Roads** |
| 14 | 727 | Farnum | 4" Event | 1.1 | | |
| 15 | 728 | Linlee Lakes | 2" | 1.6 | | |
| 16 | 757 | Huntley Estates | Will-Call | 1.3 | | |
| 17 | 761 | Vista Buttes | 2" | 1.2 | | |
| 18 | 769 | Brookwood | 4" Event | 2.7 | | |
| 19 | 773 | West Meadows | 2" | 3.2 | | **PARTIAL Gravel Roads;** ***EXCLUDE So Homewood Park Dr N of Penta Cir; EXCLUDE W Bird Way S of White Pine Cir*** |
| 20 | 776 | Pryor Creek | 2" | 1.7 | | |
| 21 | 779 | Twin Coulee | 4" Event | 1.3 | | AKA Sanctuary Canyon |
| 22 | 786 | Grizzly Creek | 4" Event | 0.5 | | |
| 23 | 803 | Indian Cliffs | 4" Event | 3.5 | | ***INCLUDE Apache Trail from Hwy 3 to beginning of RSID Subdivision roads*** |
| 24 | 806 | River Ranch ***RETREAT*** | 4" Event | 1.5 | | |
| 25 | 820 | Crest View | 2" | 0.2 | | |
| 26 | 850 | Bar 11 | 2" | 4.6 | | ***INCLUDE Hawthorn Ln to 650 S of Bull Park; EXCLUDE Plateau Rd and Muckle Trl beyond 200 ft W of Derby St; Exclude all unfinished roads N & W of Bar 11 & Windy Point intersection; EXCLUDE all unfinished roads S of Windy Point & Bull Park intersection*** |
| 27 | 852 | MacKenzie Meadow | 2" | 2.75 | | ***INCLUDE all of Abby Rd from S 56th St through Subdivision; EXCLUDE Callies St and Kenzie St beyond 200 ft east of Abby Rd*** |
| 28 | 861 | Sundance | 2" | 1.8 | | |
| 29 | 887 | Stone Creek | 4" Event | 1.0 | | |
| 30 | 730 | Emerald Eagle | 2" | 1.4 | | *** Added RSID location 10/20/26** |


RSID 773
WEST MEADOWS SUB 2ND FIL
Streets Parks Dry Hydrant
Roads
Public
Private
rsids
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 9/9/2022
YELLOWSTONE COUNTY GIS
0.8 0.4 0 0.8 Miles
CENTRAL AVE
MONAD RD
S 80TH ST W
S HOMEWOOD PARK DR
HOMEWOOD PARK DR
CENTURY CIR E
S 72ND ST W
FOLSOM RD
ZEBRA ST
RY HILLS RD S
VERNETTI LN
WHITE PINE CIR
VESCUE WY
W BIRD WY
ZANES CIR
WOOD DUCK CIR
WHISTLER WY
PENTA CIR
773X
773M
WEST MEADOWS SUB
CS 835
CS 1385
CS 3236
CS 3332
CS 112
N LEOPARD AVE
S LEOPARD AVE
80TH STREET
ESTATES SUB
CHEETAH AVE
AFRICAN ST
LEOPARD ST
LION ST
KUDU AVE
ELAND AVE
SAFARI ST
PLENTY
LODGEPOLE PL
TWO DOT PL
OVANDO PL
TREGO PL
COUP SUB
OPPORTUNITY PL
EGGEBRECHT LN
SACO PL
SUMATRA PL
BESTLAND SUB
NO 2 SUB
BURLINGTON
NORTHERN
PIPELINE
RAILROAD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/2/2026

**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**
Inszone Insurance Services, LLC
2721 Citrus Road, Suite A
Rancho Cordova CA 95742

License#: 0F82764
BLACHAT-02

**CONTACT NAME:** Certificate Team
**PHONE (A/C, No, Ext):** 877-308-9663 **FAX (A/C, No):** 916-400-2625
**E-MAIL ADDRESS:** certs@inszoneins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Acuity, A Mutual Insurance Company | 14184 |
| INSURER B : AmTrust North America, Inc. | 22985 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Black Hat Mobile Wash LLC
1005 Competition Ave
Billings MT 59105

**COVERAGES** **CERTIFICATE NUMBER:** 114582008 **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 | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | Y | Y | ZX9474 | 12/4/2025 | 12/4/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>OWNED AUTOS ONLY<br>X SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | | | ZX9474 | 12/4/2025 | 12/4/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | **UMBRELLA LIAB** OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | TWC4864338 | 10/20/2026 | 10/20/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Yellowstone County is listed as an Additional Insured per form CB-7245: Completed Operations and CB-7433: Ongoing Operations.

**CERTIFICATE HOLDER**

Yellowstone County Public Works
PO Box 35024
Billings MT 59107

**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.**

**AUTHORIZED REPRESENTATIVE**

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**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU** **CB-7433(7-13)**

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

**1.** Who Is An Insured is amended to include as an additional insured:

**a.** Any person(s) or organization(s) for whom you are performing operations when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

**b.** Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person(s) or organization(s) is an additional insured only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:

**a.** Your acts or omissions; or

**b.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

**a.** Only applies to the extent permitted by law; and

**b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends on the earlier of the date:

**a.** When your operations for that insured are completed; or

**b.** The contract or agreement you have entered into with the additional insured is terminated.

**2.** With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

**a.** *Bodily injury, property damage* or *personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage*, or the offense which caused the *personal and advertising injury*, involved the rendering of or the failure to render any professional services.

**b.** *Bodily injury* or *property damage* occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**3.** With respect to the insurance afforded to these additional insureds, the following is added to the Liability And Medical Expenses Limits Of Insurance section:

The most we will pay on behalf of the additional insured is the amount of insurance:

**a.** Required by the contract or agreement you have entered into with the additional insured; or

**b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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**ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS)** **CB-7245(7-13)**

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

**1.** Who Is An Insured is amended to include as an additional insured:

**a.** Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy for completed operations; and

**b.** Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury* or *property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

**a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**b.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**2.** The insurance does not apply to:

**a.** *Bodily injury* or *property damage* which occurs prior to execution of the contract or agreement described in item 1; or

**b.** *Bodily injury* or *property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or

**c.** *Bodily injury* or *property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional services by or for you.

**3.** With respect to the insurance afforded to these additional insureds, the following is added to the Liability And Medical Expenses Limits Of Insurance section:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**a.** Required by the contract or agreement; or

**b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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**WAIVER OF TRANSFER OF RIGHTS TO RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS** **CB-7252(12-19)**

This endorsement modifies insurance under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

Paragraph J2 of the Transfer of Rights of Recovery Against Others to Us condition in the Bis-Pak® Common Policy Conditions is amended as follows:

**1.** We waive any right of recovery we may have against any person or organization described in paragraph 2 because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard.*

**2.** This waiver applies only to:

a. Any person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy. Such contract or agreement must have been executed prior to the occurrence causing injury or damage; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a. above.


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## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CB-1488(7-13)

This endorsement modifies insurance provided under the following:

BIS-PAK® COMMON POLICY CONDITIONS

The following is added to paragraph H Other Insurance of the Bis-Pak® Common Policy Conditions and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.


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# YELLOWSTONE COUNTY
# INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and **Black Hat Mobile Wash LLC**, herein referred to as "CONTRACTOR", whose address is **1005 Competition Ave, Billings, MT 59105.**

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as

**Work generally described as Snow Plowing within RSID 786 – Grizzly Creek Estates and additional services or conditions per attached scope of work & quotation - Exhibit A.**

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:
CONTRACT shall be in effect from **November 1, 2026 to April 30, 2027**. If mutually agreed by both parties, the contract may be extended twice for a term of one (1) year per extension.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of **$ 200.00 per plowing event, $ 100.00 per hour for other services, and Unit Rates for other conditions as described in Exhibit A.** CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's quote dated **October 27, 2026**
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A – Contract Scope of Work & Specifications, Quote Solicitation List, and RSID Location & Boundary Map attached hereto**

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

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

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

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

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

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid

wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

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

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

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

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

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

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

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

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

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

This Contract will be effective November 1, 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
Black Hat Mobile Wash LLC
Billings, MT 59101

Signature

Owner
Title

# Yellowstone County RSID Snow Plowing Quote Sheet

**Please fill out and return a worksheet <u>for each</u> RSID Subdivision you elect to quote**

**COMPANY NAME:** Black Hat Mobile Wash LLC

**RSID Name <u>and</u> Number:** Grizzly Creek Estates 796

**RSID Event Committee Selection (Note 2" or 4" or Will-Call):** 4" event

**BASE QUOTE RATES**

**Base Quote (Lump Sum) Per Plowing Event (as per specific RSID Committee selection)**

**$** 200.00 **/EACH (N/A if Will-Call Service Selection)**

**Additive Quote (Unit Price) Per Hour of Plowing Service / Will-Call Rate**

**$** 100.00 **/HR Minimum Hourly Rate (Flat Fee or Min Hrs) $** _____ **/LS or** _____ **HRS**

---

**MAILING ADDRESS:** 1005 Competition Ave.

**CITY, STATE, ZIP CODE:** Billings, MT 59105

**TELEPHONE NUMBER:** 406-694-7965

**EMAIL ADRESS:** contway@live.com

**MONTANA CONTRACTORS' LICENSE No. (if applicable):** ICP-ICEC-REG-0372 141

**AUTHORIZED REPRESENTATIVE (print):** Jayson T. Contway

**SIGNATURE:**

**DATE:** 10/27/24

---

I acknowledge receiving the following addenda (if applicable).

No. 1_____ No. 2 _____ (Initial)

---

**ADDITIONAL SERVICES OFFERED/CONDITIONS –**

**Sanding Material Treatment / Ice-Melt Treatment:** **YES** _____ **NO** ✓

**$ Fee Amount/Rates (if offered / provide clarifications):**

_____

_____

**Holiday Service Restrictions:** **YES** _____ **NO** ✓

**Note Restricted Service Days (if any)**

_____

_____

**$ Holiday Fee Premium Amount / Rate (if any / provide clarifications):**

5/100 of

_____

_____

**Multi-Year / Season Contract Offer (1 season term extension): YES** _____ **NO** _____

**<u>Note</u> – If offered by Contractor, this option may be selected to reduce contracting administrative processes of the RSID, Yellowstone County and Contractor. If offered by Contractor, provide an extended contract Rate/Fee (e.g. $ fixed amount or % increase) adjustment (if any) to be applied for the succeeding year/season.**

_____

_____

**Any Other Conditions / Notations of Service Offerings:**

_____

_____

_____

_____

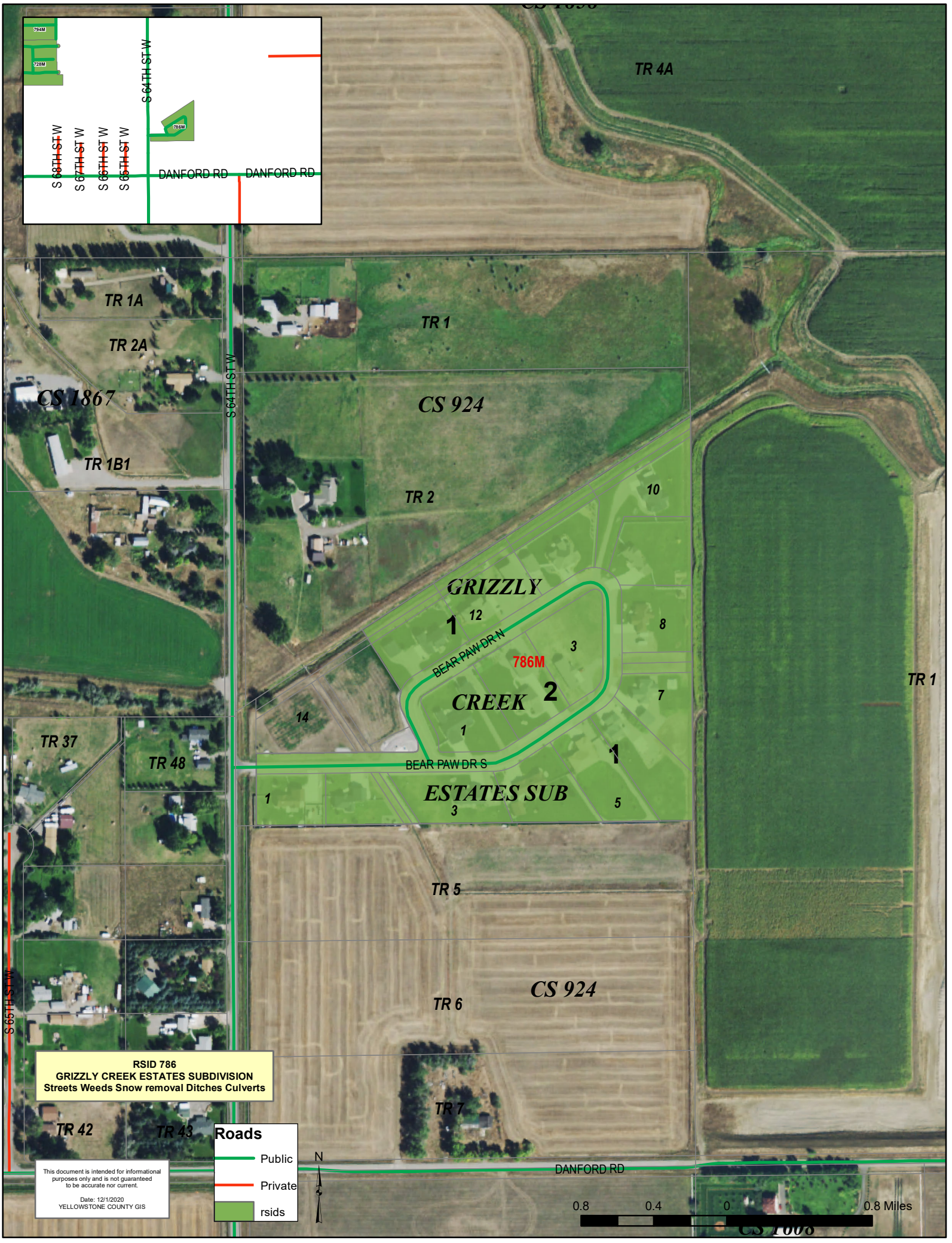
# EXHIBIT A

## Yellowstone County RSID Subdivision Snow Plowing
## Scope of Work & Specifications

- Provide Snow Plowing Lump Sum Rate "Per Event" Depth (2" or 4" inch) as selected by each RSID Committee (N/A if Committee Selects "Will-Call" Service)
    - Quote a Fixed Lump Sum Rate per Service of all streets and cul-de-sacs within the RSID mapped area
    - Quote Rate to include Automatic Service that is to occur once the designated depth threshold has been achieved and/or is anticipated (unless Will-Call Service)
    - RSID Ad-Hoc Committees may request snow plowing if less than the designated threshold has accumulated, but the committee must initiate this request directly with the Contractor
- Provide Snow Plowing Rate per Hour for Will-Call or other service call outs by the RSID Ad-Hoc Committees
    - Quote a Fixed Rate per Hour: Examples of call-out services
        - Will-Call Contract Service (Base Contract established at Hourly Rate only)
        - Drift Plowing / Slush Plowing
        - Partial / Other Plowing - TBD
- Provide Rate Quotes for Other Offered Winter Services
    - Sanding Treatment Rate
    - Ice-Melt Treatment Rate
    - Other Services (if any)
    - Application / Usage to be at request of and locations coordinated directly by RSID committee
- Provide Service Limitation Notations / Special Fees
    - Holiday Premium Days / Rates (if any)
    - Holiday Service Restrictions / Non-Service Days (if any)
    - Other Restrictions / Fees (if any)
- Guidelines for all Subdivision Plowing
    - Plowing to include all streets and cul-de-sacs
    - Punctual plowing performance is expected per event
    - Driveways and Mailboxes are not to be plowed in with windrow stockpiles
    - Landscaping / Signage / Mailbox / Other Property Damage that occurs beyond the edge of roadway is to be repaired or replaced at Contractors Expense and coordinated with Property Owner(s) and is considered incidental to Contract Rates.
    - Coordinate with RSID Ad-Hoc Committee and Property Owners as necessary
- NOTE: <u>All road alignments colored dark green (designated as Public Roads) AND WITHIN THE BOUNDARIES of the mapped subdivisions are to be considered a road surface to be plowed and subject to receive service via the RSID program of the RSID subdivision(s) quoted.</u> Contractors interested in submitting price quotes are encouraged to visit the site(s) to obtain and verify their own measurements of lengths, widths, slopes and any other conditions to consider as needed to perform this work. Provided RSID road lengths are approximate only and will not be considered cause for contract rate adjustments.
- Price Quotes shall include all labor, equipment, and tools necessary for the noted service(s)

# YCPW 2026 RSID Snow Plowing Solicitation List *

| Quote List No. | RSID No. | RSID Name | RSID Service Selection | Approximate Rd Lengths - MILES | | RSID Location Clarifications/Notes: |
|---|---|---|---|---|---|---|
| 1 | 651 | Cloverleaf Meadows | 2" | 1.6 | | |
| 2 | 667 | White Tail | 2" | 0.2 | | |
| 3 | 671 | Blue Creek View | 2" | 1.5 | | **ALL Gravel Roads** |
| 4 | 675 | Oak Ridge ***PH 1*** | 2" | 0.6 | | |
| 5 | 688 | Eagle Bend | Will-Call | 4.0 | | **ALL Gravel Roads** |
| 6 | 689 | Saddleback Ridge | 2" | 2.3 | | |
| 7 | 698 | Sierra Estates | *4" Event* | 2.8 | | |
| 8 | 701 | Pheasant Brook | 2" | 2.5 | | |
| 9 | 703 | Beartooth Pointe | 2" | 1.0 | | ***Requires Sanding and/or Ice Treatment*** |
| 10 | 709 | Clarks Fork ***RIVER RANCH*** | 2" | 1.2 | | AKA Clarks Point Drive |
| 11 | 713/715 | Tanglewood | 2" | 3.7 | | ***Combine the 2 RSID Maps*** |
| 12 | 720 | Lone Eagle | 2" | 2.0 | | ***MAY require Sanding and/or Ice Treatment*** |
| 13 | 723 | Clarks Fork ***ESTATES*** | 4" Event | 0.15 | | **ALL Gravel Roads** |
| 14 | 727 | Farnum | 4" Event | 1.1 | | |
| 15 | 728 | Linlee Lakes | 2" | 1.6 | | |
| 16 | 757 | Huntley Estates | Will-Call | 1.3 | | |
| 17 | 761 | Vista Buttes | 2" | 1.2 | | |
| 18 | 769 | Brookwood | 4" Event | 2.7 | | |
| 19 | 773 | West Meadows | 2" | 3.2 | | **PARTIAL Gravel Roads;** ***EXCLUDE So Homewood Park Dr N of Penta Cir; EXCLUDE W Bird Way S of White Pine Cir*** |
| 20 | 776 | Pryor Creek | 2" | 1.7 | | |
| 21 | 779 | Twin Coulee | 4" Event | 1.3 | | AKA Sanctuary Canyon |
| 22 | 786 | Grizzly Creek | 4" Event | 0.5 | | |
| 23 | 803 | Indian Cliffs | 4" Event | 3.5 | | ***INCLUDE Apache Trail from Hwy 3 to beginning of RSID Subdivision roads*** |
| 24 | 806 | River Ranch ***RETREAT*** | 4" Event | 1.5 | | |
| 25 | 820 | Crest View | 2" | 0.2 | | |
| 26 | 850 | Bar 11 | 2" | 4.6 | | ***INCLUDE Hawthorn Ln to 650 S of Bull Park; EXCLUDE Plateau Rd and Muckle Trl beyond 200 ft W of Derby St; Exclude all unfinished roads N & W of Bar 11 & Windy Point intersection; EXCLUDE all unfinished roads S of Windy Point & Bull Park intersection*** |
| 27 | 852 | MacKenzie Meadow | 2" | 2.75 | | ***INCLUDE all of Abby Rd from S 56th St through Subdivision; EXCLUDE Callies St and Kenzie St beyond 200 ft east of Abby Rd*** |
| 28 | 861 | Sundance | 2" | 1.8 | | |
| 29 | 887 | Stone Creek | 4" Event | 1.0 | | |
| 30 | 730 | Emerald Eagle | 2" | 1.4 | | *** Added RSID location 10/20/26** |


794M
728M
786M
S 64TH ST W
S 68TH ST W
S 67TH ST W
S 66TH ST W
S 65TH ST W
DANFORD RD
DANFORD RD
TR 4A
TR 1A
TR 2A
CS 1867
TR 1B1
TR 1
CS 924
TR 2
S 64TH ST W
GRIZZLY
CREEK
ESTATES SUB
BEAR PAW DR N
BEAR PAW DR S
786M
1
2
12
10
8
3
7
14
1
5
TR 1
TR 37
TR 48
TR 5
TR 6
CS 924
TR 7
TR 42
TR 43
S 65TH ST W
DANFORD RD
RSID 786
GRIZZLY CREEK ESTATES SUBDIVISION
Streets Weeds Snow removal Ditches Culverts
Roads
Public
Private
rsids
N
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 12/1/2020
YELLOWSTONE COUNTY GIS
0.8
0.4
0
0.8 Miles
CS 1008

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/2/2026

**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**
Inszone Insurance Services, LLC
2721 Citrus Road, Suite A
Rancho Cordova CA 95742

License#: 0F82764
BLACHAT-02

**CONTACT NAME:** Certificate Team
**PHONE (A/C, No, Ext):** 877-308-9663 **FAX (A/C, No):** 916-400-2625
**E-MAIL ADDRESS:** certs@inszoneins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Acuity, A Mutual Insurance Company | 14184 |
| INSURER B : AmTrust North America, Inc. | 22985 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Black Hat Mobile Wash LLC
1005 Competition Ave
Billings MT 59105

**COVERAGES** **CERTIFICATE NUMBER:** 114582008 **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 | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | Y | Y | ZX9474 | 12/4/2025 | 12/4/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>OWNED AUTOS ONLY<br>X SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | | | ZX9474 | 12/4/2025 | 12/4/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | **UMBRELLA LIAB** OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | TWC4864338 | 10/20/2026 | 10/20/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Yellowstone County is listed as an Additional Insured per form CB-7245: Completed Operations and CB-7433: Ongoing Operations.

**CERTIFICATE HOLDER**

Yellowstone County Public Works
PO Box 35024
Billings MT 59107

**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.**

**AUTHORIZED REPRESENTATIVE**

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**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU** **CB-7433(7-13)**

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

**1.** Who Is An Insured is amended to include as an additional insured:

**a.** Any person(s) or organization(s) for whom you are performing operations when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

**b.** Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person(s) or organization(s) is an additional insured only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:

**a.** Your acts or omissions; or

**b.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

**a.** Only applies to the extent permitted by law; and

**b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends on the earlier of the date:

**a.** When your operations for that insured are completed; or

**b.** The contract or agreement you have entered into with the additional insured is terminated.

**2.** With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

**a.** *Bodily injury, property damage* or *personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage*, or the offense which caused the *personal and advertising injury*, involved the rendering of or the failure to render any professional services.

**b.** *Bodily injury* or *property damage* occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**3.** With respect to the insurance afforded to these additional insureds, the following is added to the Liability And Medical Expenses Limits Of Insurance section:

The most we will pay on behalf of the additional insured is the amount of insurance:

**a.** Required by the contract or agreement you have entered into with the additional insured; or

**b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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**ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS)** **CB-7245(7-13)**

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

**1.** Who Is An Insured is amended to include as an additional insured:

**a.** Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy for completed operations; and

**b.** Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury* or *property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

**a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**b.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**2.** The insurance does not apply to:

**a.** *Bodily injury* or *property damage* which occurs prior to execution of the contract or agreement described in item 1; or

**b.** *Bodily injury* or *property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or

**c.** *Bodily injury* or *property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional services by or for you.

**3.** With respect to the insurance afforded to these additional insureds, the following is added to the Liability And Medical Expenses Limits Of Insurance section:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**a.** Required by the contract or agreement; or

**b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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**WAIVER OF TRANSFER OF RIGHTS TO RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS** **CB-7252(12-19)**

This endorsement modifies insurance under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

Paragraph J2 of the Transfer of Rights of Recovery Against Others to Us condition in the Bis-Pak® Common Policy Conditions is amended as follows:

**1.** We waive any right of recovery we may have against any person or organization described in paragraph 2 because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard.*

**2.** This waiver applies only to:

a. Any person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy. Such contract or agreement must have been executed prior to the occurrence causing injury or damage; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a. above.


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## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CB-1488(7-13)

This endorsement modifies insurance provided under the following:

BIS-PAK® COMMON POLICY CONDITIONS

The following is added to paragraph H Other Insurance of the Bis-Pak® Common Policy Conditions and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.


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# YELLOWSTONE COUNTY
# INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and **Black Hat Mobile Wash LLC**, herein referred to as "CONTRACTOR", whose address is **1005 Competition Ave, Billings, MT 59105.**

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as

**Work generally described as Snow Plowing within RSID 806 – River Ranch RETREAT and additional services or conditions per attached scope of work & quotation - Exhibit A.**

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:
CONTRACT shall be in effect from **November 1, 2026 to April 30, 2027**. If mutually agreed by both parties, the contract may be extended twice for a term of one (1) year per extension.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of **$ 430.00 per plowing event, $ 100.00 per hour for other services, and Unit Rates for other conditions as described in Exhibit A.** CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's quote dated **October 25, 2026**
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A – Contract Scope of Work & Specifications, Quote Solicitation List, and RSID Location & Boundary Map attached hereto**

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

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

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

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

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

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid

wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

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

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

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

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

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

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

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

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

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

This Contract will be effective November 1, 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
Black Hat Mobile Wash LLC
Billings, MT 59101

Signature

Owner
Title

# Yellowstone County RSID Snow Plowing Quote Sheet

**Please fill out and return a worksheet for each RSID Subdivision you elect to quote**

**COMPANY NAME:** Black Hat Mobile Wash

**RSID Name and Number:** River Ranch Retreat 806

**RSID Event Committee Selection (Note 2" or 4" or Will-Call):** 4"

**BASE QUOTE RATES**

**Base Quote (Lump Sum) Per Plowing Event (as per specific RSID Committee selection)**

**$** 430.00 **/EACH (N/A if Will-Call Service Selection)**

**Additive Quote (Unit Price) Per Hour of Plowing Service / Will-Call Rate**

**$** 100.00 **/HR Minimum Hourly Rate (Flat Fee or Min Hrs) $** _____ **/LS or** _____ **HRS**

---

**MAILING ADDRESS:** 1005 Competition Ave.

**CITY, STATE, ZIP CODE:** Billings, MT, 59105

**TELEPHONE NUMBER:** 406-694-7965

**EMAIL ADRESS:** Conway@live.com

**MONTANA CONTRACTORS' LICENSE No. (if applicable):** ICP-ICEC-Reg-0374141

**AUTHORIZED REPRESENTATIVE (print):** Jayson T Conway

**SIGNATURE:** [signature]

**DATE:** 10/25/24

---

I acknowledge receiving the following addenda (if applicable).

No. 1_____ No. 2 _____ (Initial)

---

**ADDITIONAL SERVICES OFFERED/CONDITIONS –**

**Sanding Material Treatment / Ice-Melt Treatment:** **YES** _____ **NO** ✓

**$ Fee Amount/Rates (if offered / provide clarifications):**

_____

_____

**Holiday Service Restrictions:** **YES** _____ **NO** ✓

**Note Restricted Service Days (if any)**

_____

_____

**$ Holiday Fee Premium Amount / Rate (if any / provide clarifications):**

$100.00 major holiday i.e. Christmas

_____

**Multi-Year / Season Contract Offer (1 season term extension): YES** _____ **NO** _____

**Note – If offered by Contractor, this option may be selected to reduce contracting administrative processes of the RSID, Yellowstone County and Contractor. If offered by Contractor, provide an extended contract Rate/Fee (e.g. $ fixed amount or % increase) adjustment (if any) to be applied for the succeeding year/season.**

_____

_____

**Any Other Conditions / Notations of Service Offerings:**

_____

_____

_____

_____

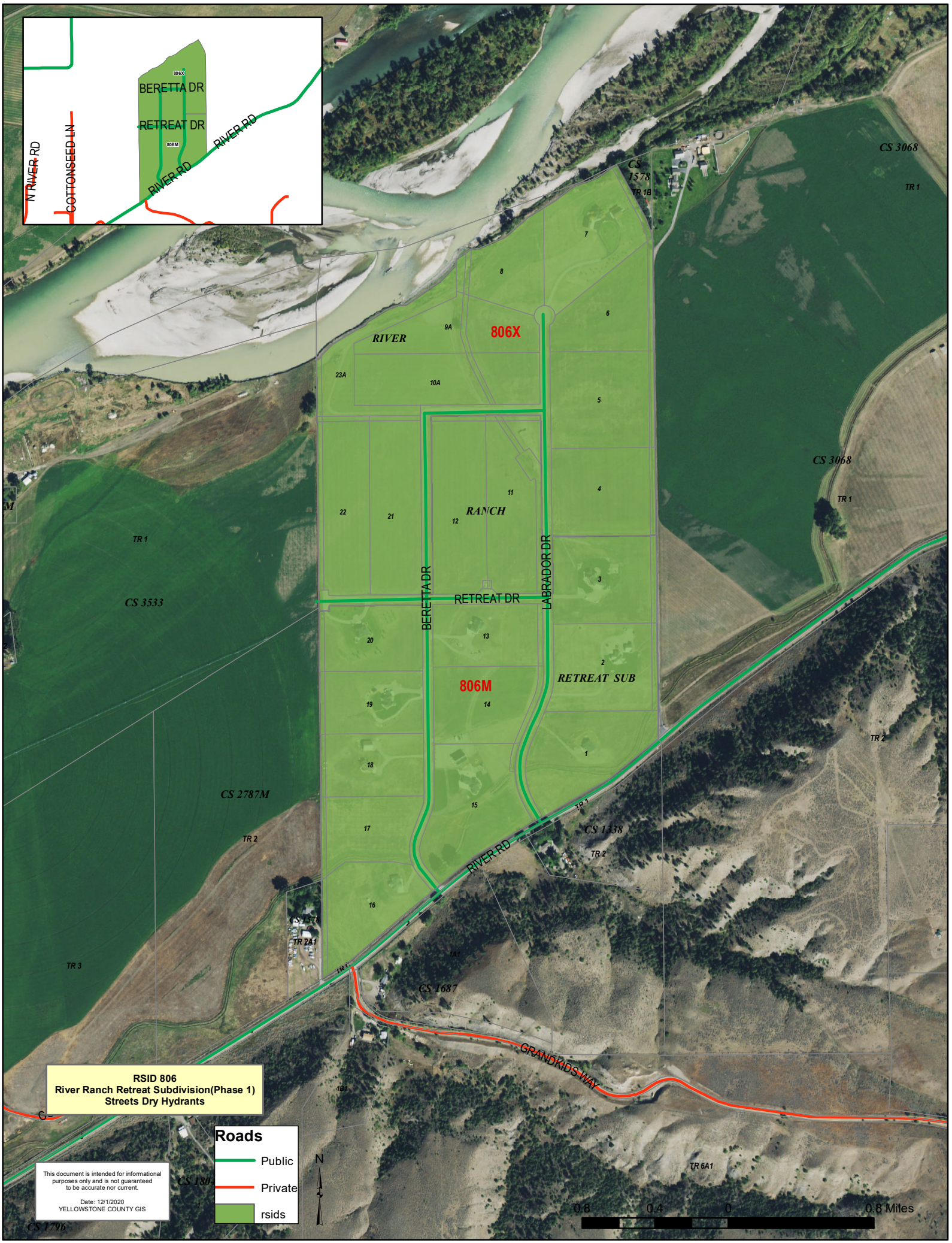
# EXHIBIT A

## Yellowstone County RSID Subdivision Snow Plowing
## Scope of Work & Specifications

- Provide Snow Plowing Lump Sum Rate "Per Event" Depth (2" or 4" inch) as selected by each RSID Committee (N/A if Committee Selects "Will-Call" Service)
    - Quote a Fixed Lump Sum Rate per Service of all streets and cul-de-sacs within the RSID mapped area
    - Quote Rate to include Automatic Service that is to occur once the designated depth threshold has been achieved and/or is anticipated (unless Will-Call Service)
    - RSID Ad-Hoc Committees may request snow plowing if less than the designated threshold has accumulated, but the committee must initiate this request directly with the Contractor
- Provide Snow Plowing Rate per Hour for Will-Call or other service call outs by the RSID Ad-Hoc Committees
    - Quote a Fixed Rate per Hour: Examples of call-out services
        - Will-Call Contract Service (Base Contract established at Hourly Rate only)
        - Drift Plowing / Slush Plowing
        - Partial / Other Plowing - TBD
- Provide Rate Quotes for Other Offered Winter Services
    - Sanding Treatment Rate
    - Ice-Melt Treatment Rate
    - Other Services (if any)
    - Application / Usage to be at request of and locations coordinated directly by RSID committee
- Provide Service Limitation Notations / Special Fees
    - Holiday Premium Days / Rates (if any)
    - Holiday Service Restrictions / Non-Service Days (if any)
    - Other Restrictions / Fees (if any)
- Guidelines for all Subdivision Plowing
    - Plowing to include all streets and cul-de-sacs
    - Punctual plowing performance is expected per event
    - Driveways and Mailboxes are not to be plowed in with windrow stockpiles
    - Landscaping / Signage / Mailbox / Other Property Damage that occurs beyond the edge of roadway is to be repaired or replaced at Contractors Expense and coordinated with Property Owner(s) and is considered incidental to Contract Rates.
    - Coordinate with RSID Ad-Hoc Committee and Property Owners as necessary
- NOTE: <u>All road alignments colored dark green (designated as Public Roads) AND WITHIN THE BOUNDARIES of the mapped subdivisions are to be considered a road surface to be plowed and subject to receive service via the RSID program of the RSID subdivision(s) quoted.</u> Contractors interested in submitting price quotes are encouraged to visit the site(s) to obtain and verify their own measurements of lengths, widths, slopes and any other conditions to consider as needed to perform this work. Provided RSID road lengths are approximate only and will not be considered cause for contract rate adjustments.
- Price Quotes shall include all labor, equipment, and tools necessary for the noted service(s)

# YCPW 2026 RSID Snow Plowing Solicitation List *

| Quote List No. | RSID No. | RSID Name | RSID Service Selection | Approximate Rd Lengths - MILES | | RSID Location Clarifications/Notes: |
|---|---|---|---|---|---|---|
| 1 | 651 | Cloverleaf Meadows | 2" | 1.6 | | |
| 2 | 667 | White Tail | 2" | 0.2 | | |
| 3 | 671 | Blue Creek View | 2" | 1.5 | | **ALL Gravel Roads** |
| 4 | 675 | Oak Ridge ***PH 1*** | 2" | 0.6 | | |
| 5 | 688 | Eagle Bend | Will-Call | 4.0 | | **ALL Gravel Roads** |
| 6 | 689 | Saddleback Ridge | 2" | 2.3 | | |
| 7 | 698 | Sierra Estates | *4" Event* | 2.8 | | |
| 8 | 701 | Pheasant Brook | 2" | 2.5 | | |
| 9 | 703 | Beartooth Pointe | 2" | 1.0 | | ***Requires Sanding and/or Ice Treatment*** |
| 10 | 709 | Clarks Fork ***RIVER RANCH*** | 2" | 1.2 | | AKA Clarks Point Drive |
| 11 | 713/715 | Tanglewood | 2" | 3.7 | | ***Combine the 2 RSID Maps*** |
| 12 | 720 | Lone Eagle | 2" | 2.0 | | ***MAY require Sanding and/or Ice Treatment*** |
| 13 | 723 | Clarks Fork ***ESTATES*** | 4" Event | 0.15 | | **ALL Gravel Roads** |
| 14 | 727 | Farnum | 4" Event | 1.1 | | |
| 15 | 728 | Linlee Lakes | 2" | 1.6 | | |
| 16 | 757 | Huntley Estates | Will-Call | 1.3 | | |
| 17 | 761 | Vista Buttes | 2" | 1.2 | | |
| 18 | 769 | Brookwood | 4" Event | 2.7 | | |
| 19 | 773 | West Meadows | 2" | 3.2 | | **PARTIAL Gravel Roads;** ***EXCLUDE So Homewood Park Dr N of Penta Cir; EXCLUDE W Bird Way S of White Pine Cir*** |
| 20 | 776 | Pryor Creek | 2" | 1.7 | | |
| 21 | 779 | Twin Coulee | 4" Event | 1.3 | | AKA Sanctuary Canyon |
| 22 | 786 | Grizzly Creek | 4" Event | 0.5 | | |
| 23 | 803 | Indian Cliffs | 4" Event | 3.5 | | ***INCLUDE Apache Trail from Hwy 3 to beginning of RSID Subdivision roads*** |
| 24 | 806 | River Ranch ***RETREAT*** | 4" Event | 1.5 | | |
| 25 | 820 | Crest View | 2" | 0.2 | | |
| 26 | 850 | Bar 11 | 2" | 4.6 | | ***INCLUDE Hawthorn Ln to 650 S of Bull Park; EXCLUDE Plateau Rd and Muckle Trl beyond 200 ft W of Derby St; Exclude all unfinished roads N & W of Bar 11 & Windy Point intersection; EXCLUDE all unfinished roads S of Windy Point & Bull Park intersection*** |
| 27 | 852 | MacKenzie Meadow | 2" | 2.75 | | ***INCLUDE all of Abby Rd from S 56th St through Subdivision; EXCLUDE Callies St and Kenzie St beyond 200 ft east of Abby Rd*** |
| 28 | 861 | Sundance | 2" | 1.8 | | |
| 29 | 887 | Stone Creek | 4" Event | 1.0 | | |
| 30 | 730 | Emerald Eagle | 2" | 1.4 | | *** Added RSID location 10/20/26** |


BERETTA DR
RETREAT DR
RIVER RD
N RIVER RD
COTTONSEED LN
806X
806M
RIVER
RANCH
RETREAT SUB
LABRADOR DR
CS 3068
CS 1578
CS 3533
CS 2787M
CS 1338
CS 1687
GRANDKIDS WAY
RSID 806
River Ranch Retreat Subdivision(Phase 1)
Streets Dry Hydrants
Roads
Public
Private
rsids
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 12/1/2020
YELLOWSTONE COUNTY GIS
N
0.8 0.4 0 0.8 Miles

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/2/2026

**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**
Inszone Insurance Services, LLC
2721 Citrus Road, Suite A
Rancho Cordova CA 95742

License#: 0F82764
BLACHAT-02

**CONTACT NAME:** Certificate Team
**PHONE (A/C, No, Ext):** 877-308-9663 **FAX (A/C, No):** 916-400-2625
**E-MAIL ADDRESS:** certs@inszoneins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Acuity, A Mutual Insurance Company | 14184 |
| INSURER B : AmTrust North America, Inc. | 22985 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Black Hat Mobile Wash LLC
1005 Competition Ave
Billings MT 59105

**COVERAGES** **CERTIFICATE NUMBER:** 114582008 **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 | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | Y | Y | ZX9474 | 12/4/2025 | 12/4/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>OWNED AUTOS ONLY<br>X SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | | | ZX9474 | 12/4/2025 | 12/4/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | **UMBRELLA LIAB** OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | TWC4864338 | 10/20/2026 | 10/20/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Yellowstone County is listed as an Additional Insured per form CB-7245: Completed Operations and CB-7433: Ongoing Operations.

**CERTIFICATE HOLDER**

Yellowstone County Public Works
PO Box 35024
Billings MT 59107

**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.**

**AUTHORIZED REPRESENTATIVE**

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**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU** **CB-7433(7-13)**

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

**1.** Who Is An Insured is amended to include as an additional insured:

**a.** Any person(s) or organization(s) for whom you are performing operations when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

**b.** Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person(s) or organization(s) is an additional insured only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:

**a.** Your acts or omissions; or

**b.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

**a.** Only applies to the extent permitted by law; and

**b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends on the earlier of the date:

**a.** When your operations for that insured are completed; or

**b.** The contract or agreement you have entered into with the additional insured is terminated.

**2.** With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

**a.** *Bodily injury, property damage* or *personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage*, or the offense which caused the *personal and advertising injury*, involved the rendering of or the failure to render any professional services.

**b.** *Bodily injury* or *property damage* occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**3.** With respect to the insurance afforded to these additional insureds, the following is added to the Liability And Medical Expenses Limits Of Insurance section:

The most we will pay on behalf of the additional insured is the amount of insurance:

**a.** Required by the contract or agreement you have entered into with the additional insured; or

**b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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**ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS)** **CB-7245(7-13)**

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

**1.** Who Is An Insured is amended to include as an additional insured:

**a.** Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy for completed operations; and

**b.** Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury* or *property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

**a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**b.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**2.** The insurance does not apply to:

**a.** *Bodily injury* or *property damage* which occurs prior to execution of the contract or agreement described in item 1; or

**b.** *Bodily injury* or *property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or

**c.** *Bodily injury* or *property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional services by or for you.

**3.** With respect to the insurance afforded to these additional insureds, the following is added to the Liability And Medical Expenses Limits Of Insurance section:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**a.** Required by the contract or agreement; or

**b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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**WAIVER OF TRANSFER OF RIGHTS TO RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS** **CB-7252(12-19)**

This endorsement modifies insurance under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

Paragraph J2 of the Transfer of Rights of Recovery Against Others to Us condition in the Bis-Pak® Common Policy Conditions is amended as follows:

**1.** We waive any right of recovery we may have against any person or organization described in paragraph 2 because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard.*

**2.** This waiver applies only to:

a. Any person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy. Such contract or agreement must have been executed prior to the occurrence causing injury or damage; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a. above.


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## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CB-1488(7-13)

This endorsement modifies insurance provided under the following:

BIS-PAK® COMMON POLICY CONDITIONS

The following is added to paragraph H Other Insurance of the Bis-Pak® Common Policy Conditions and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.


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**B.O.C.C. Regular** **4. c.**

**Meeting Date:** 11/17/2026

**Title:** Contract with Nature's Beauty USA LLC

**Submitted For:** Gregg Morgan **Submitted By:** Trasee Field, Senior Secretary

**TOPIC:**

Contract with Nature's Beauty USA LLC.

**BACKGROUND:**

Contract with Nature's Beauty USA LLC for snowing plowing RSID 769.

**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 **Nature's Beauty USA LLC**, herein referred to as "CONTRACTOR", whose address is **1307 Eldorado, Billings, MT 59101.**

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as

**Work generally described as Snow Plowing within RSID 769 – Brookwood Subdivision and additional services or conditions per attached scope of work & quotation - Exhibit A.**

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:
CONTRACT shall be in effect from **November 1, 2026 to April 30, 2027**. If mutually agreed by both parties, the contract may be extended twice for a term of one (1) year per extension.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of **$ 900.00 per plowing event, $ 150.00 per hour for other services, and Unit Rates for other conditions as described in Exhibit A.** CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's quote dated **October 20, 2026**
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A – Contract Scope of Work & Specifications, Quote Solicitation List, and RSID Location & Boundary Map attached hereto**

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

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

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

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

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

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid

wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

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

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

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

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

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

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

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

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

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

This Contract will be effective November 1, 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
Nature's Beauty USA LLC
Billings, MT 59101

Signature

Owner
Title

# Yellowstone County RSID Snow Plowing Quote Sheet

**Please fill out and return a worksheet for each RSID Subdivision you elect to quote**

**COMPANY NAME:** Natures Beauty USA LLC

**RSID Name and Number:** _____

**RSID Event Committee Selection (Note 2" or 4" or Will-Call):** _____

**BASE QUOTE RATES**

**Base Quote (Lump Sum) Per Plowing Event (as per specific RSID Committee selection)**

**$** _____**/EACH** **(N/A if Will-Call Service Selection)**

**Additive Quote (Unit Price) Per Hour of Plowing Service / Will-Call Rate**

**$** _____**/HR** **Minimum Hourly Rate (Flat Fee or Min Hrs) $** _____**/LS or** _____ **HRS**

---

**MAILING ADDRESS:** 1307 Eldorado Dr

**CITY, STATE, ZIP CODE:** Billings, MT 59101

**TELEPHONE NUMBER:** 406-850-9369

**EMAIL ADRESS:** Naturesbeautyusa@gmail.com

**MONTANA CONTRACTORS' LICENSE No. (if applicable):** _____

**AUTHORIZED REPRESENTATIVE (print):** Brent Badura

**SIGNATURE:** _____

**DATE:** _____

==========

I acknowledge receiving the following addenda (if applicable).

No. 1_____ No. 2 _____ (Initial)

---

**ADDITIONAL SERVICES OFFERED/CONDITIONS –**

**Sanding Material Treatment / Ice-Melt Treatment: YES _____ NO _____**

**$ Fee Amount/Rates (if offered / provide clarifications):**

_____

_____

**Holiday Service Restrictions: YES _____ NO _____**

**Note Restricted Service Days (if any)**

_____

_____

**$ Holiday Fee Premium Amount / Rate (if any / provide clarifications):**

_____

_____

**Multi-Year / Season Contract Offer (1 season term extension): YES _____ NO _____**

**<u>Note</u> – If offered by Contractor, this option may be selected to reduce contracting administrative processes of the RSID, Yellowstone County and Contractor. If offered by Contractor, provide an extended contract Rate/Fee (e.g. $ fixed amount or % increase) adjustment (if any) to be applied for the succeeding year/season.**

_____

_____

**Any Other Conditions / Notations of Service Offerings:**

_____

_____

_____

_____

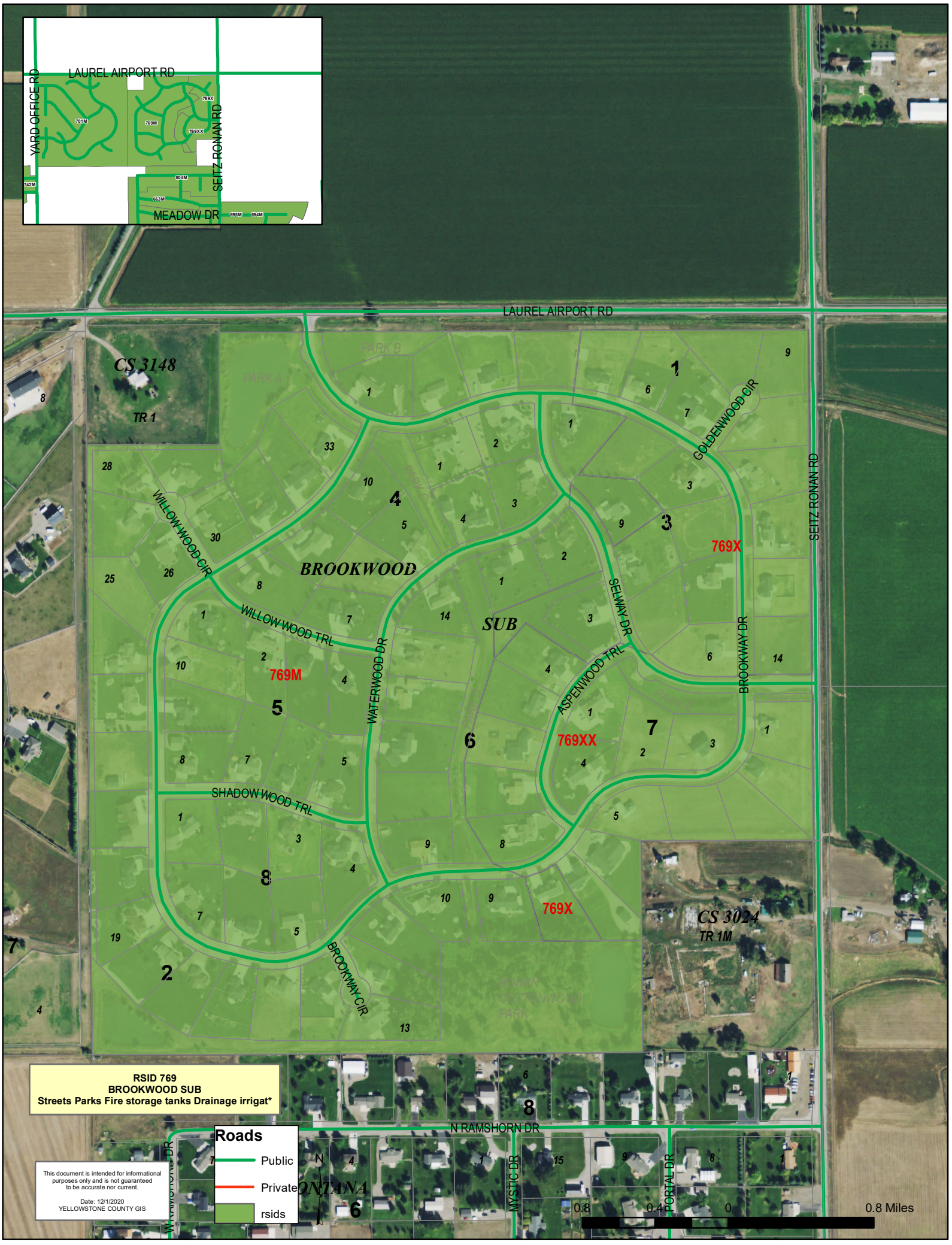
# EXHIBIT A

## Yellowstone County RSID Subdivision Snow Plowing
## Scope of Work & Specifications

- Provide Snow Plowing Lump Sum Rate "Per Event" Depth (2" or 4" inch) as selected by each RSID Committee (N/A if Committee Selects "Will-Call" Service)
    - Quote a Fixed Lump Sum Rate per Service of all streets and cul-de-sacs within the RSID mapped area
    - Quote Rate to include Automatic Service that is to occur once the designated depth threshold has been achieved and/or is anticipated (unless Will-Call Service)
    - RSID Ad-Hoc Committees may request snow plowing if less than the designated threshold has accumulated, but the committee must initiate this request directly with the Contractor
- Provide Snow Plowing Rate per Hour for Will-Call or other service call outs by the RSID Ad-Hoc Committees
    - Quote a Fixed Rate per Hour: Examples of call-out services
        - Will-Call Contract Service (Base Contract established at Hourly Rate only)
        - Drift Plowing / Slush Plowing
        - Partial / Other Plowing - TBD
- Provide Rate Quotes for Other Offered Winter Services
    - Sanding Treatment Rate
    - Ice-Melt Treatment Rate
    - Other Services (if any)
    - Application / Usage to be at request of and locations coordinated directly by RSID committee
- Provide Service Limitation Notations / Special Fees
    - Holiday Premium Days / Rates (if any)
    - Holiday Service Restrictions / Non-Service Days (if any)
    - Other Restrictions / Fees (if any)
- Guidelines for all Subdivision Plowing
    - Plowing to include all streets and cul-de-sacs
    - Punctual plowing performance is expected per event
    - Driveways and Mailboxes are not to be plowed in with windrow stockpiles
    - Landscaping / Signage / Mailbox / Other Property Damage that occurs beyond the edge of roadway is to be repaired or replaced at Contractors Expense and coordinated with Property Owner(s) and is considered incidental to Contract Rates.
    - Coordinate with RSID Ad-Hoc Committee and Property Owners as necessary
- NOTE: <u>All road alignments colored dark green (designated as Public Roads) AND WITHIN THE BOUNDARIES of the mapped subdivisions are to be considered a road surface to be plowed and subject to receive service via the RSID program of the RSID subdivision(s) quoted.</u> Contractors interested in submitting price quotes are encouraged to visit the site(s) to obtain and verify their own measurements of lengths, widths, slopes and any other conditions to consider as needed to perform this work. Provided RSID road lengths are approximate only and will not be considered cause for contract rate adjustments.
- Price Quotes shall include all labor, equipment, and tools necessary for the noted service(s)

# YCPW 2026 RSID Snow Plowing Solicitation List *

| Quote List No. | RSID No. | RSID Name | RSID Service Selection | Approximate Rd Lengths - MILES | | RSID Location Clarifications/Notes: |
|---|---|---|---|---|---|---|
| 1 | 651 | Cloverleaf Meadows | 2" | 1.6 | | |
| 2 | 667 | White Tail | 2" | 0.2 | | |
| 3 | 671 | Blue Creek View | 2" | 1.5 | | **ALL Gravel Roads** |
| 4 | 675 | Oak Ridge ***PH 1*** | 2" | 0.6 | | |
| 5 | 688 | Eagle Bend | Will-Call | 4.0 | | **ALL Gravel Roads** |
| 6 | 689 | Saddleback Ridge | 2" | 2.3 | | |
| 7 | 698 | Sierra Estates | *4" Event* | 2.8 | | |
| 8 | 701 | Pheasant Brook | 2" | 2.5 | | |
| 9 | 703 | Beartooth Pointe | 2" | 1.0 | | ***Requires Sanding and/or Ice Treatment*** |
| 10 | 709 | Clarks Fork ***RIVER RANCH*** | 2" | 1.2 | | AKA Clarks Point Drive |
| 11 | 713/715 | Tanglewood | 2" | 3.7 | | ***Combine the 2 RSID Maps*** |
| 12 | 720 | Lone Eagle | 2" | 2.0 | | ***MAY require Sanding and/or Ice Treatment*** |
| 13 | 723 | Clarks Fork ***ESTATES*** | 4" Event | 0.15 | | **ALL Gravel Roads** |
| 14 | 727 | Farnum | 4" Event | 1.1 | | |
| 15 | 728 | Linlee Lakes | 2" | 1.6 | | |
| 16 | 757 | Huntley Estates | Will-Call | 1.3 | | |
| 17 | 761 | Vista Buttes | 2" | 1.2 | | |
| 18 | 769 | Brookwood | 4" Event | 2.7 | | |
| 19 | 773 | West Meadows | 2" | 3.2 | | **PARTIAL Gravel Roads;** ***EXCLUDE So Homewood Park Dr N of Penta Cir; EXCLUDE W Bird Way S of White Pine Cir*** |
| 20 | 776 | Pryor Creek | 2" | 1.7 | | |
| 21 | 779 | Twin Coulee | 4" Event | 1.3 | | AKA Sanctuary Canyon |
| 22 | 786 | Grizzly Creek | 4" Event | 0.5 | | |
| 23 | 803 | Indian Cliffs | 4" Event | 3.5 | | ***INCLUDE Apache Trail from Hwy 3 to beginning of RSID Subdivision roads*** |
| 24 | 806 | River Ranch ***RETREAT*** | 4" Event | 1.5 | | |
| 25 | 820 | Crest View | 2" | 0.2 | | |
| 26 | 850 | Bar 11 | 2" | 4.6 | | ***INCLUDE Hawthorn Ln to 650 S of Bull Park; EXCLUDE Plateau Rd and Muckle Trl beyond 200 ft W of Derby St; Exclude all unfinished roads N & W of Bar 11 & Windy Point intersection; EXCLUDE all unfinished roads S of Windy Point & Bull Park intersection*** |
| 27 | 852 | MacKenzie Meadow | 2" | 2.75 | | ***INCLUDE all of Abby Rd from S 56th St through Subdivision; EXCLUDE Callies St and Kenzie St beyond 200 ft east of Abby Rd*** |
| 28 | 861 | Sundance | 2" | 1.8 | | |
| 29 | 887 | Stone Creek | 4" Event | 1.0 | | |
| 30 | 730 | Emerald Eagle | 2" | 1.4 | | *** Added RSID location 10/20/26** |


LAUREL AIRPORT RD
YARD OFFICE RD
SEITZ RONAN RD
MEADOW DR
701M
769X
769M
769XX
904M
742M
663M
695M
684M
LAUREL AIRPORT RD
CS 3148
TR 1
PARK A
PARK B
GOLDENWOOD CIR
SEITZ RONAN RD
WILLOW WOOD CIR
BROOKWOOD
SUB
WILLOW WOOD TRL
WATERWOOD DR
SELWAY DR
ASPENWOOD TRL
BROOKWAY DR
769X
769M
769XX
SHADOW WOOD TRL
BROOKWAY CIR
CS 3024
TR 1M
N RAMSHORN DR
MYSTIC DR
PORTAL DR
RSID 769
BROOKWOOD SUB
Streets Parks Fire storage tanks Drainage irrigat*
Roads
Public
Private
rsids
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 12/1/2020
YELLOWSTONE COUNTY GIS
N
MONTANA
0.8
0.4
0
0.8 Miles

NATUBEA-01 JUNSWORTH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/6/2026

**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 | CONTACT NAME: | |
|---|---|---|
| HUB International Mountain States Limited<br>2703 Connery Way<br>Missoula, MT 59808 | PHONE (A/C, No, Ext): (406) 756-4126 | FAX (A/C, No): |
| | E-MAIL ADDRESS: jeanine.unsworth@hubinternational.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Continental Casualty Company | 20443 |
| INSURED | INSURER B : Montana State Fund | |
| Nature's Beauty USA LLC<br>1307 Eldorado Drive<br>Billings, MT 59101-3106 | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **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 | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | X | | 2099965297 | 4/5/2026 | 4/5/2027 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | [X] POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 4,000,000 |
| | [ ] OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | [X] PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y | N / A | | 032864415 | 4/1/2026 | 4/1/2027 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

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

**General Liability form SB146935E 1019 (Blanket Additional Insured - Owners, Lessees Or Contractors- With Products Completed Operations Coverage And Liability Extension Endorsement).**
**General Liability Snow Plow Operations**

**CERTIFICATE HOLDER**

Yellowstone County
P.O. Box 35024
Billings, MT 59107

**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.

AUTHORIZED REPRESENTATIVE

Joe Livers


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# BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS - WITH PRODUCTS COMPLETED OPERATIONS COVERAGE AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE PART
BUSINESSOWNERS COMMON POLICY CONDITIONS

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| | | |
|---|---|---|
| **I.** | **Blanket Additional Insured – including Primary-Noncontributory provision** | |
| **II.** | **Liability Extension Coverages** | |
| | **A.** | **Bodily Injury – Expanded Definition** |
| | **B.** | **Broad Knowledge of Occurrence** |
| | **C.** | **Estates, Legal Representatives and Spouses** |
| | **D.** | **Fellow Employee First Aid** |
| | **E.** | **Personal and Advertising Injury – Discrimination or Humiliation** |
| | **F.** | **Personal and Advertising Injury – Broadened Eviction** |
| | **G.** | **Waiver of Subrogation – Blanket** |
| | **H.** | **Additional Insured – Extended Coverage** |


## I. BLANKET ADDITIONAL INSURED PROVISIONS

**A.** **Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required by "**written contract**" to add as an additional insured on the Businessowners Liability Coverage Form.

**B.** The insurance provided to the additional insured is limited as follows:

**1.** The person or organization is an additional insured only with respect to liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused in whole or in part by:

**a.** Your acts or omissions; or

**b.** The acts or omissions of those acting on your behalf

in the performance of your ongoing operations specified in the "**written contract**"; or

**c.** "**Your work**" that is specified in the written contract but only for "**bodily injury**" or "**property damage**" included in the products completed operations hazard, and only if :

**(1)** The "**written contract**" requires you to provide the additional insured such coverage; and

**(2)** This Coverage Part provides such coverage.

**2.** Subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide such additional insured with:

**a.** Coverage broader than required by the "**written contract**";

**b.** A higher limit of insurance than required by the "**written contract**."

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**C.** The insurance provided to the additional insured does not apply to "**bodily Injury**," "**property damage**," or "**personal and advertising injury**" arising out of:

**a.** The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

**(1)** The preparing approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

**(2)** Supervisory, inspection, architectural or engineering activities; or

**b.** Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Policy.

**D.** Notwithstanding anything to the contrary in the Other Insurance condition of the Businessowners Common Policy Conditions, this insurance is excess of all other insurance available to the additional insured, whether on a primary, excess, contingent or any other basis. But if required by the "**written contract**," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

**E.** Under **Businessowners Liability Conditions**, the **Duties in the Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured is amended as follows:

An additional insured under this endorsement will as soon as practicable:

**a.** Give us written notice of an "**occurrence**" or an offense which may result in a claim or "**suit**" under this insurance, and of any claim or "**suit**" that does result;

**b.** Tender the defense and indemnity of any claim or "**suit**" to any other insurer or self insurer whose policy or program applies to all loss we cover under this Policy;

**c.** Except as provided in Paragraph B.3. of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Policy; and

**d.** Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "**suit**."

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "**suit**."

**F.** Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

**a.** Is currently in effect or becomes effective during the term of this policy; and

**b.** Was executed prior to:

**(1)** The "**bodily injury**" or "**property damage**"; or

**(2)** The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

## II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

### A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily Injury**" is deleted and replaced with the following:



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**"Bodily injury"** means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

**B. Broad Knowledge of Occurrence**

Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

**(1)** You or any additional insured that is an individual;

**(2)** Any partner, if you or an additional insured is a partnership;

**(3)** Any manager, if you or an additional insured is a limited liability company;

**(4)** Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

**(5)** Any trustee, if you or an additional insured is a trust; or

**(6)** Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

**C. Estates, Legal Representative and Spouses**

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

**D. Fellow Employee First Aid Coverage**

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

**E. Personal and Advertising Injury – Discrimination or Humiliation**

**1.** Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to add the following:

**h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

**(1)** Not done intentionally by or at the direction of:

**(a)** The insured; or

**(b)** Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

**(2)** Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

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**2.** Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising injury** is amended to add the following additional exclusions:

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**(16) Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

**(17) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

**3.** This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

**F. Personal and Advertising Injury - Broadened Eviction**

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

**c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

**G. Waiver of Subrogation – Blanket**

We waive any right of recovery we may have against:

**1.** Any person or organization with whom you have a written contract that requires such a waiver.

**H. Additional Insured – Extended Coverage**

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

**1.** An individual, then his or her spouse is an insured;

**2.** A partnership or joint venture, then its partners, members and their spouses are insureds;

**3.** A limited liability company, then its members and managers are insureds;

**4.** An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

**5.** Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

**(1)** "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **1.** through **4.** above;

**(2)** "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

**(3)** Providing or failing to provide professional health care services.

All other terms and conditions of the Policy remain unchanged.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# SNOW PLOW OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Within the "products-completed operations hazard," Exclusion **g.** under **Section B. 1. Exclusions** does not apply to any "auto" used for snow plow operations.

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**B.O.C.C. Regular** **4. d.**

**Meeting Date:** 11/17/2026

**Title:** Contract with Schessler Excavation & Septic Medic Inc.

**Submitted For:** Gregg Morgan **Submitted By:** Trasee Field, Senior Secretary

---

**TOPIC:**

Contract with Schessler Excavation & Septic Medic

**BACKGROUND:**

Contract with Schessler Excavation & Septic Medic Inc. for snow plowing RSID 703.

**RECOMMENDED ACTION:**

File

---

**Attachments**

Contract

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# YELLOWSTONE COUNTY
# INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and **Schessler Excavation & Septic Medic, Inc.**, herein referred to as "CONTRACTOR", whose address is **P.O. Box 548, 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 as

**Work generally described as Snow Plowing within RSID 703 – Beartooth Pointe Estates and additional services or conditions per attached scope of work & quotation - Exhibit A.**

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:
CONTRACT shall be in effect from **November 1, 2026 to April 30, 2027**. If mutually agreed by both parties, the contract may be extended twice for a term of one (1) year per extension.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of **$ 355.00 per plowing event, $ 180.00 per hour for other services, and Unit Rates for other conditions as described in Exhibit A.** CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's quote dated **October 27, 2026**
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A – Contract Scope of Work & Specifications, Quote Solicitation List, and RSID Location & Boundary Map attached hereto**

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

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

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

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

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

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid

wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

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

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

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

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

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

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

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

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

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

This Contract will be effective ~~10/2/26~~ November 1, 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
Schessler Excavation & Septic Medic, Inc.
Laurel, MT 59044

Signature

Title

## Yellowstone County RSID Snow Plowing Quote Sheet

**Please fill out and return a worksheet for each RSID Subdivision you elect to quote**

**COMPANY NAME:** Schessler Excavation & Septic Medic, Inc.

**RSID Name and Number:** Beartooth Pointe 703

**RSID Event Committee Selection (Note 2" or 4" or Will-Call):** 2"

**BASE QUOTE RATES**

**Base Quote (Lump Sum) Per Plowing Event (as per specific RSID Committee selection)**

**$** $355.00 **/EACH** **(N/A if Will-Call Service Selection)**

**Additive Quote (Unit Price) Per Hour of Plowing Service / Will-Call Rate**

**$** 180 **/HR** **Minimum Hourly Rate (Flat Fee or Min Hrs) $** _____ **/LS or** 1 **HRS**

---

**MAILING ADDRESS:** 226 Lois PL; PO Box 548 Laurel, MT 59044

**CITY, STATE, ZIP CODE:** Laurel, MT 59044

**TELEPHONE NUMBER:** 406-628-4221

**EMAIL ADRESS:** Schesslerexcavationseptic@gmail.com

**MONTANA CONTRACTORS' LICENSE No. (if applicable):** 21116

**AUTHORIZED REPRESENTATIVE (print):** Julie Schessler

**SIGNATURE:** Julie Schessler

**DATE:** _____

---

I acknowledge receiving the following addenda (if applicable).

No. 1 JS No. 2 JS (Initial)

---

**ADDITIONAL SERVICES OFFERED/CONDITIONS –**

**Sanding Material Treatment / Ice-Melt Treatment:** **YES** Y **NO** _____

**$ Fee Amount/Rates (if offered / provide clarifications):**

included in fees

**Holiday Service Restrictions:** **YES** _____ **NO** K

**Note Restricted Service Days (if any)**

**$ Holiday Fee Premium Amount / Rate (if any / provide clarifications):**

**Multi-Year / Season Contract Offer (1 season term extension): YES** K **NO** _____

**Note – If offered by Contractor, this option may be selected to reduce contracting administrative processes of the RSID, Yellowstone County and Contractor. If offered by Contractor, provide an extended contract Rate/Fee (e.g. $ fixed amount or % increase) adjustment (if any) to be applied for the succeeding year/season.**

**Any Other Conditions / Notations of Service Offerings:**

Extra Sanding / Ice melt for hills requested by Sub-division will be charged extra to add extra Sand or Ice Melt on hills for water deliveries. when Snow blows back over after treating Areas Early in Morning.

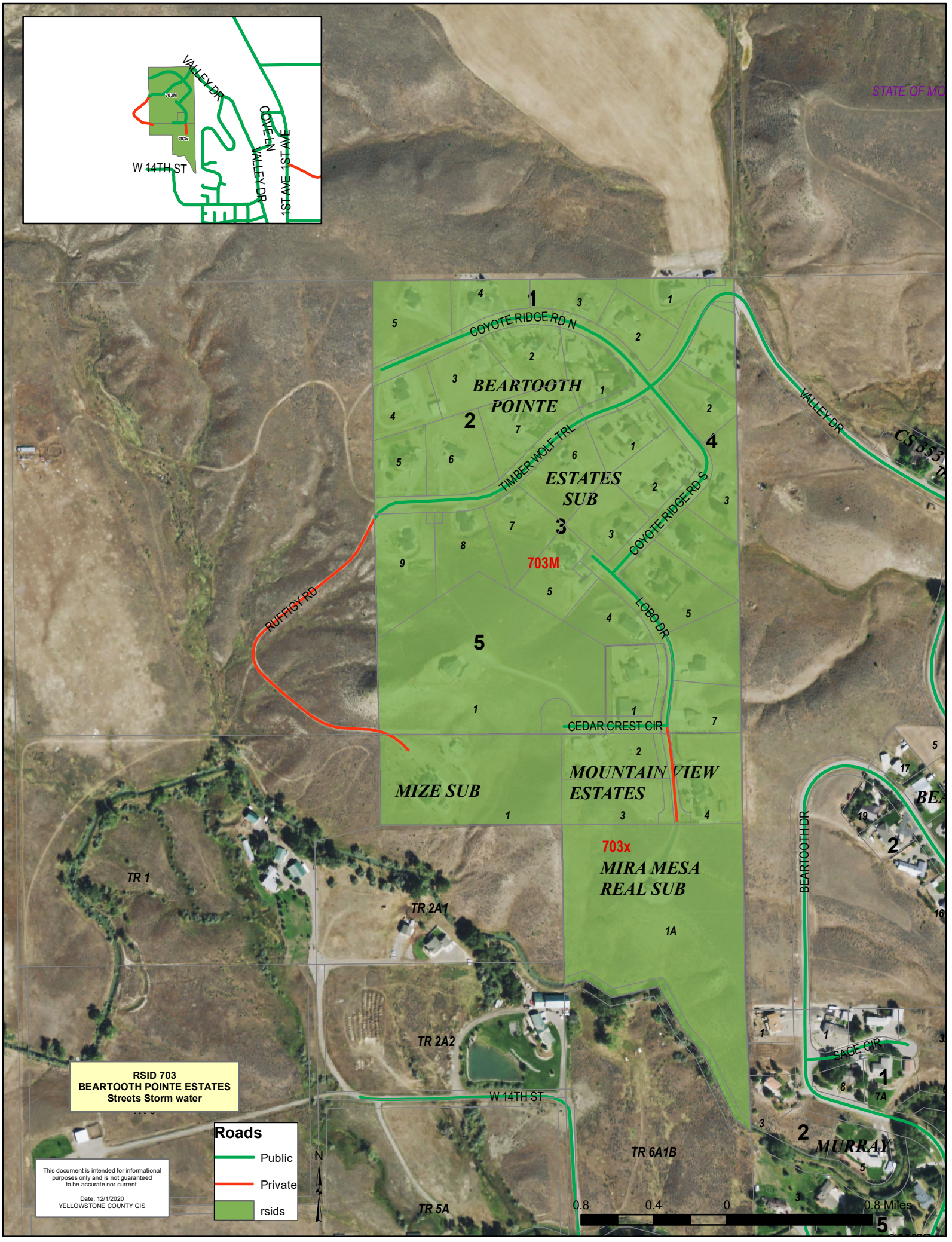
# EXHIBIT A

## Yellowstone County RSID Subdivision Snow Plowing
## Scope of Work & Specifications

- Provide Snow Plowing Lump Sum Rate "Per Event" Depth (2" or 4" inch) as selected by each RSID Committee (N/A if Committee Selects "Will-Call" Service)
    - Quote a Fixed Lump Sum Rate per Service of all streets and cul-de-sacs within the RSID mapped area
    - Quote Rate to include Automatic Service that is to occur once the designated depth threshold has been achieved and/or is anticipated (unless Will-Call Service)
    - RSID Ad-Hoc Committees may request snow plowing if less than the designated threshold has accumulated, but the committee must initiate this request directly with the Contractor
- Provide Snow Plowing Rate per Hour for Will-Call or other service call outs by the RSID Ad-Hoc Committees
    - Quote a Fixed Rate per Hour: Examples of call-out services
        - Will-Call Contract Service (Base Contract established at Hourly Rate only)
        - Drift Plowing / Slush Plowing
        - Partial / Other Plowing - TBD
- Provide Rate Quotes for Other Offered Winter Services
    - Sanding Treatment Rate
    - Ice-Melt Treatment Rate
    - Other Services (if any)
    - Application / Usage to be at request of and locations coordinated directly by RSID committee
- Provide Service Limitation Notations / Special Fees
    - Holiday Premium Days / Rates (if any)
    - Holiday Service Restrictions / Non-Service Days (if any)
    - Other Restrictions / Fees (if any)
- Guidelines for all Subdivision Plowing
    - Plowing to include all streets and cul-de-sacs
    - Punctual plowing performance is expected per event
    - Driveways and Mailboxes are not to be plowed in with windrow stockpiles
    - Landscaping / Signage / Mailbox / Other Property Damage that occurs beyond the edge of roadway is to be repaired or replaced at Contractors Expense and coordinated with Property Owner(s) and is considered incidental to Contract Rates.
    - Coordinate with RSID Ad-Hoc Committee and Property Owners as necessary
- NOTE: <u>All road alignments colored dark green (designated as Public Roads) AND WITHIN THE BOUNDARIES of the mapped subdivisions are to be considered a road surface to be plowed and subject to receive service via the RSID program of the RSID subdivision(s) quoted.</u> Contractors interested in submitting price quotes are encouraged to visit the site(s) to obtain and verify their own measurements of lengths, widths, slopes and any other conditions to consider as needed to perform this work. Provided RSID road lengths are approximate only and will not be considered cause for contract rate adjustments.
- Price Quotes shall include all labor, equipment, and tools necessary for the noted service(s)

# YCPW 2026 RSID Snow Plowing Solicitation List *

| Quote List No. | RSID No. | RSID Name | RSID Service Selection | Approximate Rd Lengths - MILES | | RSID Location Clarifications/Notes: |
|---|---|---|---|---|---|---|
| 1 | 651 | Cloverleaf Meadows | 2" | 1.6 | | |
| 2 | 667 | White Tail | 2" | 0.2 | | |
| 3 | 671 | Blue Creek View | 2" | 1.5 | | **ALL Gravel Roads** |
| 4 | 675 | Oak Ridge ***PH 1*** | 2" | 0.6 | | |
| 5 | 688 | Eagle Bend | Will-Call | 4.0 | | **ALL Gravel Roads** |
| 6 | 689 | Saddleback Ridge | 2" | 2.3 | | |
| 7 | 698 | Sierra Estates | *4" Event* | 2.8 | | |
| 8 | 701 | Pheasant Brook | 2" | 2.5 | | |
| 9 | 703 | Beartooth Pointe | 2" | 1.0 | | ***Requires Sanding and/or Ice Treatment*** |
| 10 | 709 | Clarks Fork ***RIVER RANCH*** | 2" | 1.2 | | AKA Clarks Point Drive |
| 11 | 713/715 | Tanglewood | 2" | 3.7 | | ***Combine the 2 RSID Maps*** |
| 12 | 720 | Lone Eagle | 2" | 2.0 | | ***MAY require Sanding and/or Ice Treatment*** |
| 13 | 723 | Clarks Fork ***ESTATES*** | 4" Event | 0.15 | | **ALL Gravel Roads** |
| 14 | 727 | Farnum | 4" Event | 1.1 | | |
| 15 | 728 | Linlee Lakes | 2" | 1.6 | | |
| 16 | 757 | Huntley Estates | Will-Call | 1.3 | | |
| 17 | 761 | Vista Buttes | 2" | 1.2 | | |
| 18 | 769 | Brookwood | 4" Event | 2.7 | | |
| 19 | 773 | West Meadows | 2" | 3.2 | | **PARTIAL Gravel Roads;** ***EXCLUDE So Homewood Park Dr N of Penta Cir; EXCLUDE W Bird Way S of White Pine Cir*** |
| 20 | 776 | Pryor Creek | 2" | 1.7 | | |
| 21 | 779 | Twin Coulee | 4" Event | 1.3 | | AKA Sanctuary Canyon |
| 22 | 786 | Grizzly Creek | 4" Event | 0.5 | | |
| 23 | 803 | Indian Cliffs | 4" Event | 3.5 | | ***INCLUDE Apache Trail from Hwy 3 to beginning of RSID Subdivision roads*** |
| 24 | 806 | River Ranch ***RETREAT*** | 4" Event | 1.5 | | |
| 25 | 820 | Crest View | 2" | 0.2 | | |
| 26 | 850 | Bar 11 | 2" | 4.6 | | ***INCLUDE Hawthorn Ln to 650 S of Bull Park; EXCLUDE Plateau Rd and Muckle Trl beyond 200 ft W of Derby St; Exclude all unfinished roads N & W of Bar 11 & Windy Point intersection; EXCLUDE all unfinished roads S of Windy Point & Bull Park intersection*** |
| 27 | 852 | MacKenzie Meadow | 2" | 2.75 | | ***INCLUDE all of Abby Rd from S 56th St through Subdivision; EXCLUDE Callies St and Kenzie St beyond 200 ft east of Abby Rd*** |
| 28 | 861 | Sundance | 2" | 1.8 | | |
| 29 | 887 | Stone Creek | 4" Event | 1.0 | | |
| 30 | 730 | Emerald Eagle | 2" | 1.4 | | *** Added RSID location 10/20/26** |


VALLEY DR
703M
703x
COVE LN
VALLEY DR
1ST AVE
1ST AVE
W 14TH ST
STATE OF MO
COYOTE RIDGE RD N
BEARTOOTH POINTE ESTATES SUB
TIMBER WOLF TRL
VALLEY DR
CS 353
COYOTE RIDGE RD S
703M
RUFFIGY RD
LOBO DR
CEDAR CREST CIR
MIZE SUB
MOUNTAIN VIEW ESTATES
703x
MIRA MESA REAL SUB
TR 1
TR 2A1
TR 2A2
TR 6A1B
TR 5A
BEARTOOTH DR
SAGE CIR
W 14TH ST
MURRAY
RSID 703
BEARTOOTH POINTE ESTATES
Streets Storm water
Roads
Public
Private
rsids
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 12/1/2020
YELLOWSTONE COUNTY GIS
N
0.8
0.4
0
0.8 Miles

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/03/2026

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** | **CONTACT NAME:** SUSIE SCHREINER |
| MANDEVILLE INSURANCE AGENCY, INC.<br>PO BOX 69<br><br>COLUMBUS, MT 59019-0069 | **PHONE (A/C, No, Ext):** 406-322-5361 **FAX (A/C, No):** 406-322-5461<br>**E-MAIL ADDRESS:** susie@mandeville-insurance.com |
| **INSURED**<br>SCHESSLER EXCAVATION<br>SEPTIC MEDIC, INC.<br>P O BOX 548<br>LAUREL MT 59044-0548 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A:** EMPLOYERS MUTUAL CASUALTY 21415<br>**INSURER B:** EMC PROP & CAS INS CO 25186<br>**INSURER C:** MONTANA STATE FUND 15819<br>**INSURER D:**<br>**INSURER E:**<br>**INSURER F:** |

**COVERAGES** **CERTIFICATE NUMBER:** 20261103152129167 **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 2D64863 | 01/01/2026 | 01/01/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 500,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | Y | Y | 2E64863 | 01/01/2026 | 01/01/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | Y | Y | 2J64863 | 01/01/2026 | 01/01/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | N | 032649428 | 01/01/2026 | 01/01/2027 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

Emailed to insured & certificate holder 11/3/26 by ss. Sent again 11/5/26 ss. Certificate holder is Additional Insured as per Y in Additional Insured column.

**CERTIFICATE HOLDER**

YELLOWSTONE COUNTY
2825 3RD AVE N
BILLINGS, MT 59101

Email: gmorgan@yellowstonecountymt.gov

**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.

AUTHORIZED REPRESENTATIVE

Claudia J Schreiner



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

**A. EXPECTED OR INTENDED INJURY**

**Section I – Coverage A,** Exclusion **a.** is amended as follows:

**a.** "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**B. NON-OWNED WATERCRAFT**

**Section I – Coverage A,** Exclusion **g.(2)** is amended as follows:

**(2)** A watercraft you do not own that is:

**(a)** Less than 60 feet long; and

**(b)** Not being used to carry person(s) or property for a charge;

**C. EXTENDED PROPERTY DAMAGE COVERAGE**

**Section I – Coverage A,** Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

| SCHEDULE | |
|---|---|
| **Limits Of Insurance** | **Deductible** |
| $5,000 Each Occurrence | $250 Per Claim |
| $10,000 Annual Aggregate | |

**a.** The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

**(1)** insureds;

**(2)** claims made or "suits" brought;

**(3)** persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

**b.** Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

**c.** If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.

**d.** Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

**D. PROPERTY DAMAGE – ELEVATORS**

**Section I – Coverage A.2. Exclusions** paragraphs **j.(3), j.(4), j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.


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E. **FIRE, LIGHTNING OR EXPLOSION DAMAGE**

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A,** the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance.**

F. **MEDICAL PAYMENTS**

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.,** that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. **SUPPLEMENTARY PAYMENTS**

**Supplementary Payments – Coverages A** and **B** Paragraphs **1.b.** and **1.d.** are replaced by the following:

**1.b.** Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

H. **SUBSIDIARIES AS INSUREDS**

**Section II – Who Is An Insured** is amended to add the following:

**1.f.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. **BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

   **a.** Currently in effect or becomes effective during the policy period; and

   **b.** Executed prior to an "occurrence" or offense to which this insurance would apply.

   However, the insurance afforded to such additional insured:

   **a.** Only applies to the extent permitted by law; and

   **b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

   **c.** Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

   **a.** Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

   This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

   **b.** Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   **(1)** In connection with your premises; or

   **(2)** In the performance of your ongoing operations.

   With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

   This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

   **(1)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   **(2)** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

(1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(b) The construction, erection or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) The insurance afforded any vendor does not apply to:

(a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by any vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, 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, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or
2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.

l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.

m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.

3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.

4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS**

**Section II – Who is an Insured,** Paragraph **2.a. (1)** is amended to add the following:

e. Paragraphs **(a), (b),** and **(c)** do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

**K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE**

**Section II – Who is an Insured,** Paragraph **2.a. (1) (d)** is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

**L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**Section II – Who Is An Insured,** Paragraph **3.a.** is replaced by the following:

**3.a.** Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

**M. DAMAGE TO PREMISES RENTED TO YOU**

**Section III – Limits of Insurance,** Paragraph **6.** is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or $500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

**N. MEDICAL PAYMENTS – INCREASED LIMITS**

**Section III – Limits of Insurance,** Paragraph **7.** is replaced by the following:

7. Subject to Paragraph **5.** above, $10,000 is the Medical Expense Limit we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

**(a)** No Coverage; or

**(b)** $1,000; or

**(c)** $5,000; or

**(d)** A limit higher than $10,000.

**O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**Section IV – Commercial General Liability Conditions** Paragraph **2.** is amended to add the following:

**e.** The requirement in Condition **2.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

**(1)** You, if you are an individual or a limited liability company;

**(2)** A partner, if you are a partnership;

**(3)** A member or manager, if you are a limited liability company;

**(4)** An "executive officer" or insurance manager, if you are a corporation; or

**(5)** A trustee, if you are a trust.

**f.** The requirement in Condition **2.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

**(1)** You, if you are an individual or a limited liability company;

**(2)** A partner, if you are a partnership;

**(3)** A member or manager, if you are a limited liability company;

**(4)** An "executive officer" or insurance manager, if you are a corporation; or

**(5)** A trustee, if you are a trust.

**P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION**

**Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

**Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Commercial General Liability Conditions** Paragraph **6. Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

**R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

**Section IV – Commercial General Liability Condition** Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

**1.** Your ongoing operations; or

**2.** "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

**1.** Is in effect or becomes effective during the term of this policy; and

**2.** Was executed prior to loss.

**S. MENTAL ANGUISH**

**Section V – Definition 3.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**T. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.


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**B.O.C.C. Regular** **4. e.**

**Meeting Date:** 11/17/2026

**Title:** Contract with CSI Inc.

**Submitted For:** Gregg Morgan **Submitted By:** Trasee Field, Senior Secretary

**TOPIC:**

Contract with CSI Inc.

**BACKGROUND:**

Contract with CSI Inc. for snow plowing RSID 713/715.

**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 **CSI Inc.**, herein referred to as "CONTRACTOR", whose address is **P.O. Box 80814, Billings, MT 59108.**

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as

**Work generally described as Snow Plowing within RSID 713 / 715 – Tanglewood Subdivision and additional services or conditions per attached scope of work & quotation - Exhibit A.**

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:
CONTRACT shall be in effect from **November 1, 2026 to April 30, 2027**. If mutually agreed by both parties, the contract may be extended twice for a term of one (1) year per extension.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of **$ 750.00 per plowing event, $ N/A per hour for other services, and Unit Rates for other conditions as described in Exhibit A.** CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's quote dated **October 23, 2026**
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A – Contract Scope of Work & Specifications, Quote Solicitation List, and RSID Location & Boundary Map attached hereto**

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

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

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

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

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

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid

wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

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

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

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

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

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

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

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

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

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

This Contract will be effective November 1, 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
CSI Inc.
Billings, MT 59108

Signature

President
Title

# Yellowstone County RSID Snow Plowing Quote Sheet

**Please fill out and return a worksheet for each RSID Subdivision you elect to quote**

**COMPANY NAME:** CSI Inc

**RSID Name and Number:** Tanglewood 713/715

**RSID Event Committee Selection (Note 2" or 4" or Will-Call):** 2"

**BASE QUOTE RATES**

**Base Quote (Lump Sum) Per Plowing Event (as per specific RSID Committee selection)**

**$** 750 **/EACH** **(N/A if Will-Call Service Selection)**

**Additive Quote (Unit Price) Per Hour of Plowing Service / Will-Call Rate**

**$** _____ **/HR** **Minimum Hourly Rate (Flat Fee or Min Hrs) $** _____ **/LS or** _____ **HRS**

---

**MAILING ADDRESS:** P.O. BOX 80814

**CITY, STATE, ZIP CODE:** Billings, MT 59108

**TELEPHONE NUMBER:** 406-281-0401

**EMAIL ADRESS:** WadeCSIInc@Yahoo.com

**MONTANA CONTRACTORS' LICENSE No. (if applicable):** 163420

**AUTHORIZED REPRESENTATIVE (print):** Wade Spalinger

**SIGNATURE:** Wade Spalinger

**DATE:** 10/23/26

---

I acknowledge receiving the following addenda (if applicable).

No. 1 W.S. No. 2 _____ (Initial)

---

**ADDITIONAL SERVICES OFFERED/CONDITIONS –**

**Sanding Material Treatment / Ice-Melt Treatment:** YES _____ NO X

**$ Fee Amount/Rates (if offered / provide clarifications):**

_____

_____

**Holiday Service Restrictions:** YES _____ NO X

**Note Restricted Service Days (if any)**

_____

_____

**$ Holiday Fee Premium Amount / Rate (if any / provide clarifications):**

_____

_____

**Multi-Year / Season Contract Offer (1 season term extension): YES** _____ **NO** X

**Note – If offered by Contractor, this option may be selected to reduce contracting administrative processes of the RSID, Yellowstone County and Contractor. If offered by Contractor, provide an extended contract Rate/Fee (e.g. $ fixed amount or % increase) adjustment (if any) to be applied for the succeeding year/season.**

_____

_____

**Any Other Conditions / Notations of Service Offerings:**

_____

_____

_____

_____

# EXHIBIT A

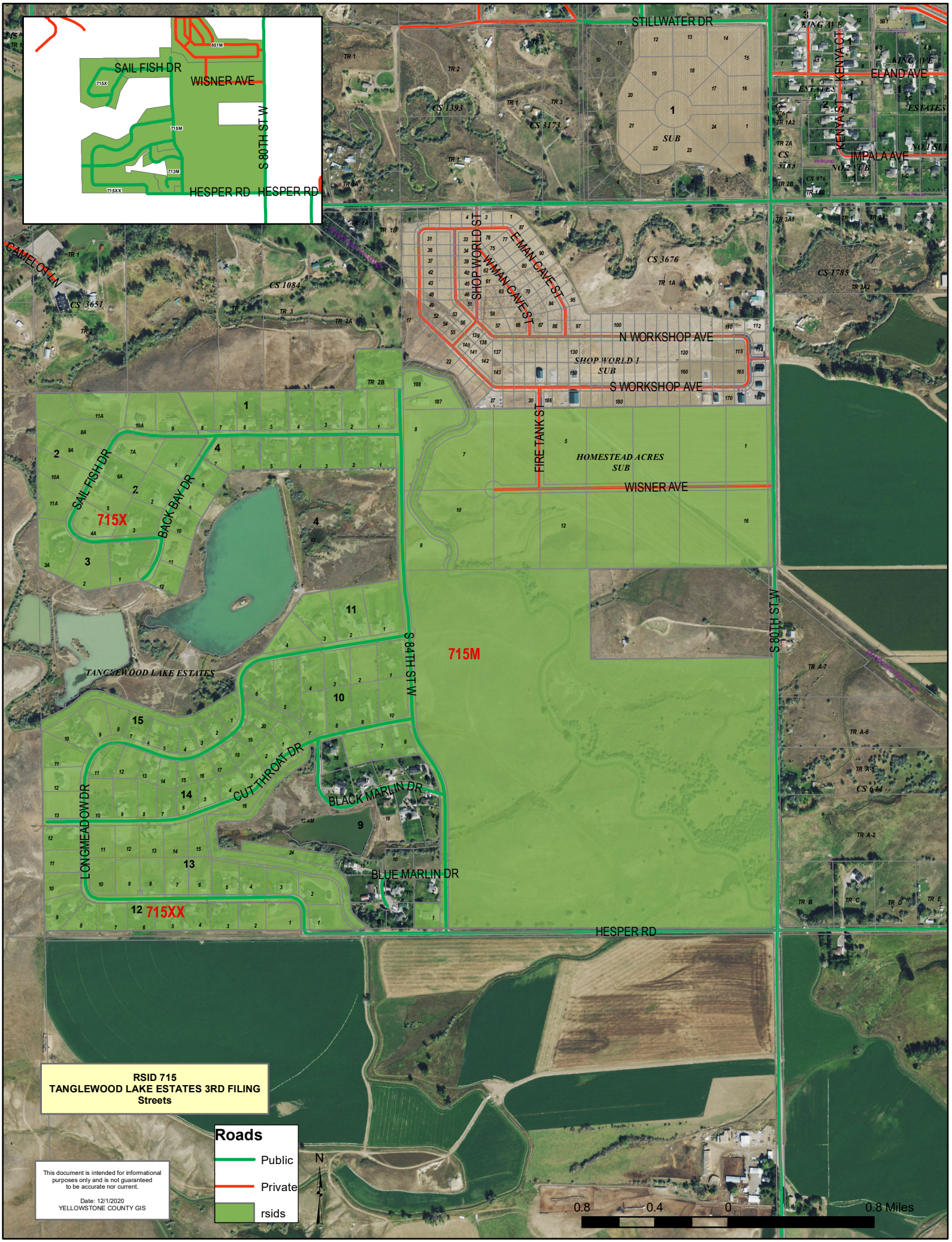
## Yellowstone County RSID Subdivision Snow Plowing
## Scope of Work & Specifications

- Provide Snow Plowing Lump Sum Rate "Per Event" Depth (2" or 4" inch) as selected by each RSID Committee (N/A if Committee Selects "Will-Call" Service)
    - Quote a Fixed Lump Sum Rate per Service of all streets and cul-de-sacs within the RSID mapped area
    - Quote Rate to include Automatic Service that is to occur once the designated depth threshold has been achieved and/or is anticipated (unless Will-Call Service)
    - RSID Ad-Hoc Committees may request snow plowing if less than the designated threshold has accumulated, but the committee must initiate this request directly with the Contractor
- Provide Snow Plowing Rate per Hour for Will-Call or other service call outs by the RSID Ad-Hoc Committees
    - Quote a Fixed Rate per Hour: Examples of call-out services
        - Will-Call Contract Service (Base Contract established at Hourly Rate only)
        - Drift Plowing / Slush Plowing
        - Partial / Other Plowing - TBD
- Provide Rate Quotes for Other Offered Winter Services
    - Sanding Treatment Rate
    - Ice-Melt Treatment Rate
    - Other Services (if any)
    - Application / Usage to be at request of and locations coordinated directly by RSID committee
- Provide Service Limitation Notations / Special Fees
    - Holiday Premium Days / Rates (if any)
    - Holiday Service Restrictions / Non-Service Days (if any)
    - Other Restrictions / Fees (if any)
- Guidelines for all Subdivision Plowing
    - Plowing to include all streets and cul-de-sacs
    - Punctual plowing performance is expected per event
    - Driveways and Mailboxes are not to be plowed in with windrow stockpiles
    - Landscaping / Signage / Mailbox / Other Property Damage that occurs beyond the edge of roadway is to be repaired or replaced at Contractors Expense and coordinated with Property Owner(s) and is considered incidental to Contract Rates.
    - Coordinate with RSID Ad-Hoc Committee and Property Owners as necessary
- NOTE: <u>All road alignments colored dark green (designated as Public Roads) AND WITHIN THE BOUNDARIES of the mapped subdivisions are to be considered a road surface to be plowed and subject to receive service via the RSID program of the RSID subdivision(s) quoted.</u> Contractors interested in submitting price quotes are encouraged to visit the site(s) to obtain and verify their own measurements of lengths, widths, slopes and any other conditions to consider as needed to perform this work. Provided RSID road lengths are approximate only and will not be considered cause for contract rate adjustments.
- Price Quotes shall include all labor, equipment, and tools necessary for the noted service(s)

# YCPW 2026 RSID Snow Plowing Solicitation List *

| Quote List No. | RSID No. | RSID Name | RSID Service Selection | Approximate Rd Lengths - MILES | | RSID Location Clarifications/Notes: |
|---|---|---|---|---|---|---|
| 1 | 651 | Cloverleaf Meadows | 2" | 1.6 | | |
| 2 | 667 | White Tail | 2" | 0.2 | | |
| 3 | 671 | Blue Creek View | 2" | 1.5 | | **ALL Gravel Roads** |
| 4 | 675 | Oak Ridge ***PH 1*** | 2" | 0.6 | | |
| 5 | 688 | Eagle Bend | Will-Call | 4.0 | | **ALL Gravel Roads** |
| 6 | 689 | Saddleback Ridge | 2" | 2.3 | | |
| 7 | 698 | Sierra Estates | *4" Event* | 2.8 | | |
| 8 | 701 | Pheasant Brook | 2" | 2.5 | | |
| 9 | 703 | Beartooth Pointe | 2" | 1.0 | | ***Requires Sanding and/or Ice Treatment*** |
| 10 | 709 | Clarks Fork ***RIVER RANCH*** | 2" | 1.2 | | AKA Clarks Point Drive |
| 11 | 713/715 | Tanglewood | 2" | 3.7 | | ***Combine the 2 RSID Maps*** |
| 12 | 720 | Lone Eagle | 2" | 2.0 | | ***MAY require Sanding and/or Ice Treatment*** |
| 13 | 723 | Clarks Fork ***ESTATES*** | 4" Event | 0.15 | | **ALL Gravel Roads** |
| 14 | 727 | Farnum | 4" Event | 1.1 | | |
| 15 | 728 | Linlee Lakes | 2" | 1.6 | | |
| 16 | 757 | Huntley Estates | Will-Call | 1.3 | | |
| 17 | 761 | Vista Buttes | 2" | 1.2 | | |
| 18 | 769 | Brookwood | 4" Event | 2.7 | | |
| 19 | 773 | West Meadows | 2" | 3.2 | | **PARTIAL Gravel Roads;** ***EXCLUDE So Homewood Park Dr N of Penta Cir; EXCLUDE W Bird Way S of White Pine Cir*** |
| 20 | 776 | Pryor Creek | 2" | 1.7 | | |
| 21 | 779 | Twin Coulee | 4" Event | 1.3 | | AKA Sanctuary Canyon |
| 22 | 786 | Grizzly Creek | 4" Event | 0.5 | | |
| 23 | 803 | Indian Cliffs | 4" Event | 3.5 | | ***INCLUDE Apache Trail from Hwy 3 to beginning of RSID Subdivision roads*** |
| 24 | 806 | River Ranch ***RETREAT*** | 4" Event | 1.5 | | |
| 25 | 820 | Crest View | 2" | 0.2 | | |
| 26 | 850 | Bar 11 | 2" | 4.6 | | ***INCLUDE Hawthorn Ln to 650 S of Bull Park; EXCLUDE Plateau Rd and Muckle Trl beyond 200 ft W of Derby St; Exclude all unfinished roads N & W of Bar 11 & Windy Point intersection; EXCLUDE all unfinished roads S of Windy Point & Bull Park intersection*** |
| 27 | 852 | MacKenzie Meadow | 2" | 2.75 | | ***INCLUDE all of Abby Rd from S 56th St through Subdivision; EXCLUDE Callies St and Kenzie St beyond 200 ft east of Abby Rd*** |
| 28 | 861 | Sundance | 2" | 1.8 | | |
| 29 | 887 | Stone Creek | 4" Event | 1.0 | | |
| 30 | 730 | Emerald Eagle | 2" | 1.4 | | *** Added RSID location 10/20/26** |


WISNER AVE
S 80TH ST W
HESPER RD
S 80TH ST W
715X
715M
713M
715X
11
10
9
14
13
DR
CUT THROAT DR
BLACK MARLIN DR
S 84TH ST W
BLUE MARLIN DR
BLUE MARLIN CT
HESPER RD
23 AM
713M
RSID 713
TANGLEWOOD ESTATES
Streets
Roads
Public
Private
rsids
N
0.8
0.4
0
0.8 Miles
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 12/1/2020
YELLOWSTONE COUNTY GIS


STILLWATER DR
SAIL FISH DR
WISNER AVE
S 80TH ST W
HESPER RD
HESPER RD
851M
715X
715M
715XX
CAMELOT LN
CS 3651
CS 1084
CS 1393
CS 3173
CS 3676
CS 1785
CS 3185
CS 976
SUB
1
TR 1
TR 2
TR 3
TR 4
TR 1A
TR 1A2
TR 2A
TR 2B
TR 3A
TR 3A1
TR 3A2
KING AVE
KENYA ST
ELAND AVE
ESTATES
IMPALA AVE
SHOP WORLD ST
E MAN CAVE ST
W MAN CAVE ST
N WORKSHOP AVE
SHOP WORLD 1 SUB
S WORKSHOP AVE
FIRE TANK ST
HOMESTEAD ACRES SUB
WISNER AVE
BACK BAY DR
TANGLEWOOD LAKE ESTATES
S 84TH ST W
S 80TH ST W
CUT THROAT DR
BLACK MARLIN DR
BLUE MARLIN DR
LONGMEADOW DR
HESPER RD
TR A-7
TR A-6
TR A-5
TR A-2
CS 644
TR B
TR C
TR D
TR E
RSID 715
TANGLEWOOD LAKE ESTATES 3RD FILING
Streets
Roads
Public
Private
rsids
N
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 12/1/2020
YELLOWSTONE COUNTY GIS
0.8
0.4
0
0.8 Miles

CSIINC0-01 JJACOBS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/5/2026

**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 License # 979004<br>HUB International Mountain States Limited<br>3545 Gabel Road<br>Unit 3<br>Billings, MT 59102 | CONTACT NAME: Nathan Oakley<br>PHONE (A/C, No, Ext): (406) 373-8606 FAX (A/C, No):<br>E-MAIL ADDRESS: jennifer.jacobs@hubinternational.com |
| INSURED<br>CSI, Inc.<br>PO Box 80814<br>Billings, MT 59108 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : ACUITY, A Mutual Insurance Company — 14184<br>INSURER B : Montana State Fund<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **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 | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC<br>OTHER: | X | X | ZV0485 | 4/15/2026 | 4/15/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 250,000<br>$ 10,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | | | ZV0485 | 4/15/2026 | 4/15/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 034328088 | 7/1/2026 | 7/1/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 500,000<br>$ 500,000<br>$ 500,000 |

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

**The following attached forms apply:**
**26/27 Blanket Additional Insured - Primary and Non-Contributory CG2001R 0413**
**26/27 Acuity Enhancements Blanket Waiver of Subrogation CG7301 1219**
**26/27 AI Completed Ops CG7277 0613**
**26/27 Owners, Lessees or Contractors CG2033R 0613**

**CERTIFICATE HOLDER**

Yellowstone County
PO Box 35024
Billings, MT 59107

**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.

AUTHORIZED REPRESENTATIVE




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## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CG-2001R(4-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.


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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Extended Non-Owned Watercraft**

Exclusion g Exception (2)(a) of Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

(a) Less than 51 feet long; and

**B. Increased Bail Bond Amount**

The limit shown in paragraph 1b of Supplementary Payments - Coverages A and B is increased to $1,000.

**C. Increased Reasonable Expenses Incurred by the Insured**

The limit shown in paragraph 1d of Supplementary Payments - Coverages A and B is increased to $350.

**D. Newly Acquired Organizations**

Item 3a of Section II - Who Is An Insured is replaced by the following:

**a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**E. Tenants Legal Liability**

Paragraphs (1), (3) and (4) of the Damage to Property Exclusion under Section I - Coverages do not apply to *property damage* (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 8 or more consecutive days.

The most we will pay under this coverage for damages because of *property damage* to any one premises is $10,000. A $250 deductible applies.

**F. Knowledge of Claim or Suit**

The following is added to paragraph 2, Duties in the Event of Occurrence, Offense, Claim or Suit of Section IV - Commercial General Liability Conditions:

Knowledge of an *occurrence,* claim or *suit* by your agent, servant or *employee* shall not in itself constitute knowledge of the Named Insured unless an officer of the Named Insured has received such notice from the agent, servant or *employee.*

**G. Unintentional Failure to Disclose Hazard**

The following is added to the Representations Condition under Section IV - Commercial General Liability Conditions:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this policy based solely on such failure.

**H. Waiver of Subrogation for Written Contracts**

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition under Section IV - Commercial General Liability Conditions:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard.*

The waiver applies only to:

**1.** Any person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the *occurrence* causing injury or damage; and

**2.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph 1 above.

**I. Liberalization**

The following is added to Section IV - Commercial General Liability Conditions:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

**J. Broadened Bodily Injury**

The Definition of *Bodily Injury* is amended to include mental anguish.

**K. Electronic Data Liability**

**1.** Exclusion 2q of Coverage A - Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**q. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial

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information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate *electronic data* that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in paragraph (1) or (2) above.

However, unless paragraph (1) above applies, this exclusion does not apply to damages because of *bodily injury.*

**2.** The following paragraph is added to Section III - Limits of Insurance:

Subject to paragraph 5 above, $10,000 is the most we will pay under Coverage A for *property damage* because of all loss of *electronic data* arising out of any one *occurrence.*

**3.** The following definition is added to Section V - Definitions:

*"Electronic data"* means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and application software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**4.** For the purposes of this coverage, the definition of *"property damage"* in Section V - Definitions is replaced by the following:

*"Property damage"* means:

**a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

**b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the *occurrence* that caused it; or

**c.** Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate *electronic data*, resulting from physical injury to tangible property. All such loss of *electronic data* shall be deemed to occur at the time of the *occurrence* that caused it.

For the purposes of this coverage, *electronic data* is not tangible property.

**L. Employee Benefits Liability Coverage**

**1.** The following is added to Section I - Coverages:

**Insuring Agreement**

**a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this coverage applies. We will have the right and duty to defend the insured against any *suit* seeking those damages. However, we will have no duty to defend the insured against any *suit* seeking damages to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any *claim* or *suit* that may result. But:

(1) The amount we will pay for damages is limited as described in paragraph 5 of this coverage; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

**b.** This coverage applies to damages only if:

(1) The act, error or omission, is negligently committed in the *administration* of your *employee benefit program;*

(2) The act, error or omission, did not take place before the original inception date of this coverage nor after the end of the policy period; and

(3) A *claim* for damages, because of an act, error or omission, is first made against any insured, in accordance with paragraph c below, during the policy period or an Extended Reporting Period we provide under paragraph 6 of this coverage.

**c.** A *claim* seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such *claim* is


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received and recorded by any insured or by us, whichever comes first; or

(2) When we make settlement in accordance with paragraph a above.

A *claim* received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

**d.** All *claims* for damages made by an *employee* because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such *employee's* dependents and beneficiaries, will be deemed to have been made at the time the first of those *claims* is made against any insured.

**Exclusions**

This coverage does not apply to:

**a. Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

**b. Bodily Injury, Property Damage, Or Personal And Advertising Injury**

*Bodily injury, property damage* or *personal and advertising injury.*

**c. Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

**d. Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the *employee benefit program.*

**e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any *claim* based upon:

(1) Failure of any investment to perform;

(2) Errors in providing information on past performance of investment vehicles; or

(3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the *employee benefit program.*

**f. Workers' Compensation And Similar Laws**

Any *claim* arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**g. ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

**h. Available Benefits**

Any *claim* for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**i. Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**j. Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

**2.** For the purposes of the coverage provided:

**a.** All references to Supplementary Payments - Coverages A and B are replaced by Supplementary Payments - Coverages A, B and Employee Benefits Liability.

**b.** Paragraphs 1b and 2 of the Supplementary Payments provision do not apply.

**3.** For the purposes of the coverage provided, paragraphs 2 and 3 of Section II - Who Is An Insured are replaced by the following:

**2.** Each of the following is also an insured:

**a.** Each of your *employees* who is or was authorized to administer your *employee benefit program.*

**b.** Any persons, organizations or *employees* having proper temporary authorization to administer your *employee benefit program* if you die, but only until your legal representative is appointed.

**c.** Your legal representative if you die, but only with respect to duties as


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such. That representative will have all your rights and duties under this coverage.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
   b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

4. For the purposes of the coverage provided, Section III - Limits Of Insurance is replaced by the following:

   **Limits Of Insurance**

   a. The Limits of Insurance shown in d below and the rules below fix the most we will pay regardless of the number of:
      (1) Insureds;
      (2) *Claims* made or *suits* brought;
      (3) Persons or organizations making *claims* or bringing *suits;*
      (4) Acts, errors or omissions; or
      (5) Benefits included in your *employee benefit program.*
   b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the *administration* of your *employee benefit program.*
   c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one *employee,* including damages sustained by such *employee's* dependents and beneficiaries, as a result of:
      (1) An act, error or omission; or
      (2) A series of related acts, errors or omissions

      negligently committed in the *administration* of your *employee benefit program.*

      However, the amount paid under this coverage shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the *employee benefit program.*
   d. Limits of Insurance

      Each Employee Limit: $250,000

      Aggregate Limit: $250,000

   The Limits of Insurance of this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the be ginning of the policy period shown in the Declarations of the policy to which this coverage is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

   **Deductible**

   a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in e below as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
   b. The deductible amount stated in e below applies to all damages sustained by any one *employee,* including such *employee's* dependents and beneficiaries, because of all acts, errors or omissions to which this coverage applies.
   c. The terms of this coverage, including those with respect to:
      (1) Our right and duty to defend any *suits* seeking those damages; and
      (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or *claim*

      apply irrespective of the application of the deductible amount.
   d. We may pay any part or all of the deductible amount to effect settlement of any *claim* or *suit* and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
   e. Deductible

      Each Employee Deductible: $1,000

5. For the purposes of the coverage provided, Conditions 2 and 4 of Section IV - Conditions are replaced by the following:

   **2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit**


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**a.** You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a *claim.* To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

**b.** If a *claim* is made or *suit* is brought against any insured, you must:

(1) Immediately record the specifics of the *claim* or *suit* and the date received; and

(2) Notify us as soon as practicable.

**c.** You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the *claim* or *suit;*

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the *claim* or defense against the *suit;* and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this coverage may also apply.

**d.** No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

**e.** The requirements to notify us can be satisfied by notifying our agent. Notice can be by any means of communication.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this coverage, our obligations are limited as follows:

**a. Primary Insurance**

This coverage is primary except when paragraph b below applies. If this coverage is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph c below.

**b. Excess Insurance**

(1) This coverage is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and that applies to an act, error or omission on other than a claims-made basis, if the other insurance has a policy period which continues after the original inception date of this coverage.

(2) When this coverage is excess, we will have no duty to defend the insured against any *suit* if any other insurer has a duty to defend the insured against that *suit.* If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this coverage is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this coverage; and the total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in paragraph 5d of this coverage.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares,


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we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limits of Insurance to the total applicable Limits of Insurance of all insurers.

**6.** For the purposes of the coverage provided, the following Extended Reporting Period provisions are added, or, if this coverage is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

**EXTENDED REPORTING PERIOD**

**a.** You will have the right to purchase an Extended Reporting Period, as described below, if:

(1) This coverage is canceled or not renewed; or

(2) We renew or replace this coverage with insurance that:

(a) Has an inception date later than the original inception date of this coverage; or

(b) Does not apply to an act, error or omission on a claims-made basis.

**b.** The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to *claims* for acts, errors or omissions that were first committed before the end of the policy period but not before the original inception date of this coverage. Once in effect, the Extended Reporting Period may not be canceled.

**c.** An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

(1) The *employee benefit programs* insured;

(2) Previous types and amounts of insurance;

(3) Limits of insurance available under this coverage for future payment of damages; and

(4) Other related factors.

The additional premium will not exceed $100.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the coverage afforded for *claims* first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

**d.** If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in paragraph 5d of this coverage under Limits of Insurance.

Paragraph 5b of this coverage will be amended accordingly. The Each Employee Limit shown in paragraph 5d will then continue to apply as set forth in paragraph 5c.

**7.** For the purposes of the coverage provided, the following definitions are added to the Definitions Section:

**a.** *"Administration"* means:

(1) Providing information to *employees,* including their dependents and beneficiaries, with respect to eligibility for or scope of *employee benefit programs;*

(2) Handling records in connection with the *employee benefit program;* or

(3) Effecting, continuing or terminating any *employee's* participation in any benefit included in the *employee benefit program.*

However, *administration* does not include handling payroll deductions.

**b.** *"Cafeteria plans"* means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

**c.** *"Claim"* means any demand, or *suit,* made by an *employee* or an *employee's* dependents and beneficiaries, for damages as the result of an act, error or omission.


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**d.** *"Employee benefit program"* means a program providing some or all of the following benefits to *employees,* whether provided through a *cafeteria plan* or otherwise:

(1) Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an *employee* may subscribe to such benefits and such benefits are made generally available to those *employees* who satisfy the plan's eligibility requirements;

(2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an *employee* may subscribe to such benefits and such benefits are made generally available to all *employees* who are eligible under the plan for such benefits;

(3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;

(4) Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

(5) Any other similar benefits added thereto by endorsement.

**8.** For the purposes of the coverage provided, the following Definitions in the Definitions Section are replaced by the following:

**a.** *"Employee"* means a person actively employed, formerly employed, on leave of absence or disabled, or retired. *Employee* includes a *leased worker. Employee* does not include a *temporary worker.*

**b.** *"Suit"* means a civil proceeding in which damages because of an act, error or omission to which this coverage applies are alleged. *Suit* includes:

(1) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

(2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**M. Voluntary Property Damage**

**1.** With respect to the insurance provided under this coverage, paragraph 2 Exclusions of Coverage A - Bodily Injury and Property Damage Liability under Section I - Coverages is modified as followed:

**a.** Exclusion 2j(4) is replaced by the following:

(4) Personal property of others:

(a) Held by the insured for servicing, repair, storage or sale at premises owned, occupied or rented to the insured.

(b) Caused by the ownership, maintenance, use, loading or unloading of any auto, watercraft or transportation of property by any means.

**b.** Exclusion 2j(5) is deleted.

**2.** The insurance provided by this coverage is subject to the following provisions:

**a.** We will pay for *property damage* at your request even if you are not legally liable, if it is otherwise subject to this coverage.

**b.** *Property damage* does not include loss of use if personal property of others is not physically injured.

**c. Limits**

The most we will pay for an *occurrence* under this coverage is $2,500.

The most we will pay for the sum of all amounts paid under this coverage is an aggregate of $2,500.

The General Aggregate Limit and Each Occurrence Limit under Section III - Limits of Insurance do not apply to the insurance provided under this coverage.

**d. Settlement**

If you make any repairs to damaged property, at our request, we will pay the larger of your actual cost or 75% of your usual charge for the necessary labor and materials. Any property paid for or replaced by us may become our property at our option. Any payment made under this coverage shall not be interpreted as an admission of liability by the insured or the company.

**e. Deductible**

Our obligation to pay for a covered loss applies only to the amount of loss in


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excess of $200.

**f. Other Insurance**

The insurance provided by this coverage is excess over any other insurance carried by the insured which applies to a loss covered by this coverage.

**N. Increased Limits of Insurance**

**1.** The General Aggregate Limit is increased to three times the Each Occurrence Limit.

**2.** The Products-Completed Operations Aggregate Limit is increased to three times the Each Occurrence Limit.

**3.** The Damage To Premises Rented To You Limit is increased to $250,000.

**4.** The Medical Expense Limit is increased to $10,000.

The Limits of Insurance shown here do not replace and are not in addition to the Limits of Insurance shown in the Declarations.


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**ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS)** **CG-7277(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**1.** Section II - Who Is An Insured is amended to include as an additional insured:

**a.** Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as additional insured on your policy for completed operations; and

**b.** Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury* or *property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

**a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**b.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**2.** This insurance does not apply to:

**a.** *Bodily injury* or *property damage* which occurs prior to the execution of the contract or agreement described in item 1; or

**b.** *Bodily injury* or *property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or

**c.** *Bodily injury* or *property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional services by or for you.

**3.** With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**a.** Required by the contract or agreement; or

**b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU** **CG-2033R(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1.** Section II - Who Is An Insured is amended to include as an additional insured:

**a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

**b.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:

**a.** Your acts or omissions; or

**b.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

**a.** Only applies to the extent permitted by law; and

**b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**2.** With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

**a.** *Bodily injury, property damage* or *personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**b.** *Bodily injury* or *property damage* occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**3.** With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

**a.** Required by the contract or agreement you have entered into with the additional insured; or

**b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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**B.O.C.C. Regular**

**Meeting Date:** 11/17/2026

**Title:** 2026 Top 10 Taxpayers

**Submitted For:** Hank Peters **Submitted By:** Hank Peters

**TOPIC:**

2026 Top 10 Taxpayers

**BACKGROUND:**

A list of the 2026 top ten real estate and centrally assessed taxpayers. Also included are 2025 reports to allow for comparison.

**RECOMMENDED ACTION:**

File

**Attachments**

Top Ten Taxpayer Letter

2026 Top Ten Taxpayer All Types

2026 Top Ten Taxpayer Real Estate & Centrally Assessed

2025 Top Ten Taxpayer All Types

2025 Top Ten Taxpayer Real Estate & Centrally Assessed

County of Yellowstone

TREASURER, ASSESSOR & SUPT. OF SCHOOLS

(406) 256-2802
(406) 254-7928 (fax)
P.O. Box 35010
Billings, MT 59107-5010

BOCC:

Each year I send you the Top 10 Taxpayers in Yellowstone County. Please see the 2026 Report below.

2026 "Top 10" Taxpayer Report

Yellowstone County's "TOP TEN" taxpayers and their respective (Real Estate) taxable valuations as follows:

| Taxpayer | Taxable Values |
|---|---|
| 1. Northwestern Energy-T & D | 27,676,392 |
| 2. Phillips 66 Company | 23,383,522 |
| 3. CHS Inc. | 21,166,616 |
| 4. BNSF Railway Co. | 9,580,942 |
| 5. Montana Dakota Utilities | 8,033,541 |
| 6. Par Montana LLC | 7,557,113 |
| 7. Northwestern Energy-Electric Generation | 5,915,348 |
| 8. Phillips 66 Carrier, LLC | 4,734,849 |
| 9. Charter Communications Inc. | 3,632,513 |
| 10. Par Rocky Mountain Midstream LLC | 2,637,042 |

*Note: Signal Peak which is Coal Gross Proceeds has a taxable value of 89,493,665 at a tax rate of 2.5% which results in a tax of $2,237,342.00 for the 2026 tax year.

If you have any questions, please contact me.

Thank you,

Hank Peters

**Hank Peters**
Yellowstone County Treasurer/Assessor/Supt. Of Schools

RANGES: LEVY DISTRICT: (A)
EXCLUDE CLASS CODES: (A)
TAX TYPE: (A)
LEVY SUB DISTRICT: (A)

OPTIONS: TAX YEAR: 2026 # TO DISPLAY: 10 REPORT TYPE: T
# OF COPIES: 1

| Name | Count | Total Market | Total Taxable | Personal Market | Personal Taxable |
|---|---|---|---|---|---|
| SIGNAL PEAK ENERGY LLC | 6 | 152,985,849 | 91,166,421 | 56,984,216 | 1,672,427 |
| NORTHWESTERN ENERGY-T & D | 79 | 230,636,619 | 27,676,392 | 214,641,335 | 25,756,957 |
| PHILLIPS 66 COMPANY | 71 | 902,979,029 | 23,383,522 | 789,157,359 | 21,259,706 |
| CHS INC | 150 | 919,160,874 | 21,183,928 | 755,927,404 | 18,210,756 |
| BNSF RAILWAY CO | 130 | 344,908,770 | 9,580,942 | 286,462,644 | 8,192,831 |
| MONTANA DAKOTA UTILITIES - GAS DISTRIBUT | 32 | 66,946,172 | 8,033,541 | 66,946,172 | 8,033,541 |
| PAR MONTANA LLC | 36 | 328,177,340 | 7,557,113 | 213,837,060 | 5,280,942 |
| NORTHWESTERN ENERGY - ELECTRIC GENERATIO | 2 | 98,589,137 | 5,915,348 | 0 | 0 |
| PHILLIPS 66 CARRIER LLC | 17 | 39,457,075 | 4,734,849 | 36,030,996 | 4,323,720 |
| CHARTER COMMUNICATIONS INC | 16 | 72,615,593 | 3,632,513 | 70,497,092 | 3,505,403 |

RANGES: LEVY DISTRICT: (A)
EXCLUDE CLASS CODES: (A)
TAX TYPE: (R) RE - UT
LEVY SUB DISTRICT: (A)

OPTIONS: TAX YEAR: 2026 # TO DISPLAY: 10 REPORT TYPE: T
# OF COPIES: 1

| Name | Count | Total Market | Total Taxable | Personal Market | Personal Taxable |
|---|---|---|---|---|---|
| NORTHWESTERN ENERGY-T & D | 79 | 230,636,619 | 27,676,392 | 214,641,335 | 25,756,957 |
| PHILLIPS 66 COMPANY | 71 | 902,979,029 | 23,383,522 | 789,157,359 | 21,259,706 |
| CHS INC | 120 | 918,581,248 | 21,166,616 | 755,347,778 | 18,193,444 |
| BNSF RAILWAY CO | 130 | 344,908,770 | 9,580,942 | 286,462,644 | 8,192,831 |
| MONTANA DAKOTA UTILITIES - GAS DISTRIBUT | 32 | 66,946,172 | 8,033,541 | 66,946,172 | 8,033,541 |
| PAR MONTANA LLC | 36 | 328,177,340 | 7,557,113 | 213,837,060 | 5,280,942 |
| NORTHWESTERN ENERGY - ELECTRIC GENERATIO | 2 | 98,589,137 | 5,915,348 | 0 | 0 |
| PHILLIPS 66 CARRIER LLC | 17 | 39,457,075 | 4,734,849 | 36,030,996 | 4,323,720 |
| CHARTER COMMUNICATIONS INC | 16 | 72,615,593 | 3,632,513 | 70,497,092 | 3,505,403 |
| PAR ROCKY MOUNTAIN MIDSTREAM LLC | 14 | 22,420,276 | 2,637,042 | 21,579,872 | 2,589,586 |

RANGES: LEVY DISTRICT: (A)
EXCLUDE CLASS CODES: (A)
TAX TYPE: (A)
LEVY SUB DISTRICT: (A)

OPTIONS: TAX YEAR: 2025 # TO DISPLAY: 10 REPORT TYPE: T
# OF COPIES: 1

| Name | Count | Total Market | Total Taxable | Personal Market | Personal Taxable |
|---|---|---|---|---|---|
| NORTHWESTERN ENERGY-T & D | 78 | 314,615,889 | 31,860,429 | 205,206,725 | 24,624,809 |
| PHILLIPS 66 COMPANY | 91 | 912,983,392 | 22,962,963 | 804,282,753 | 20,925,215 |
| CHS INC | 174 | 931,196,333 | 21,527,583 | 773,372,255 | 18,613,591 |
| BNSF RAILWAY CO | 128 | 331,897,849 | 9,078,221 | 275,471,773 | 7,768,303 |
| PAR MONTANA LLC | 65 | 319,674,453 | 7,586,380 | 207,067,532 | 5,343,183 |
| MONTANA DAKOTA UTILITIES - GAS DISTRIBUT | 33 | 52,351,877 | 6,282,225 | 52,351,877 | 6,282,225 |
| SIGNAL PEAK ENERGY LLC | 3 | 199,728,905 | 4,992,748 | 0 | 0 |
| PHILLIPS 66 CARRIER LLC | 32 | 39,457,076 | 4,734,852 | 35,525,204 | 4,263,026 |
| CHARTER COMMUNICATIONS INC | 24 | 72,615,592 | 3,632,515 | 70,497,091 | 3,505,405 |
| PAR ROCKY MOUNTAIN MIDSTREAM LLC | 13 | 22,420,280 | 2,637,042 | 21,579,875 | 2,589,586 |

RANGES: LEVY DISTRICT: (A)
EXCLUDE CLASS CODES: (A)
TAX TYPE: (R) RE - UT
LEVY SUB DISTRICT: (A)

OPTIONS: TAX YEAR: 2025 # TO DISPLAY: 10 REPORT TYPE: T
# OF COPIES: 1

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| Name | Count | Total Market | Total Taxable | Personal Market | Personal Taxable |
|---|---|---|---|---|---|
| NORTHWESTERN ENERGY-T & D | 78 | 314,615,889 | 31,860,429 | 205,206,725 | 24,624,809 |
| PHILLIPS 66 COMPANY | 91 | 912,983,392 | 22,962,963 | 804,282,753 | 20,925,215 |
| CHS INC | 141 | 930,690,156 | 21,512,451 | 772,866,078 | 18,598,459 |
| BNSF RAILWAY CO | 128 | 331,897,849 | 9,078,221 | 275,471,773 | 7,768,303 |
| PAR MONTANA LLC | 65 | 319,674,453 | 7,586,380 | 207,067,532 | 5,343,183 |
| MONTANA DAKOTA UTILITIES - GAS DISTRIBUT | 33 | 52,351,877 | 6,282,225 | 52,351,877 | 6,282,225 |
| PHILLIPS 66 CARRIER LLC | 32 | 39,457,076 | 4,734,852 | 35,525,204 | 4,263,026 |
| CHARTER COMMUNICATIONS INC | 24 | 72,615,592 | 3,632,515 | 70,497,091 | 3,505,405 |
| PAR ROCKY MOUNTAIN MIDSTREAM LLC | 13 | 22,420,280 | 2,637,042 | 21,579,875 | 2,589,586 |
| ROCKY MOUNTAIN PIPELINE MONTANA LLC | 12 | 21,304,822 | 2,556,579 | 18,574,921 | 2,228,991 |