OFFICIAL AGENDA
TUESDAY November 24, 2026
Meeting Start Time: 9:00 a.m.
Board of County Commissioners
Yellowstone County, Montana
Ostlund Building
2825 3rd Ave N, Room 309
Billings, MT

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

9:00 a.m. RECOGNITION

Richard Peters	Detention Center	30 Years of Service
Harrison Gillen	Sheriff Patrol	10 Years of Service
Spencer Wyse	Sheriff Patrol	10 Years of Service
Shane Gibbs	Sheriff Patrol	10 Years of Service
Lisa Ereth	Justice Court	10 Years of Service

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

1. **COMMISSIONERS**
   a. Proclamation - 16 Days of Activism Against Gender Violence
   b. Resolution 26-124 to Change the Thursday, December 31, 2026, Discussion to Tuesday, December 29, 2026, at 10:00 a.m.

CLAIMS

CONSENT AGENDA

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1. **COMMISSIONERS**
   a. Board Appointments - Craig Van Nice & Joe Clark to Big Sky Economic Development Authority Board
   b. Regrets Letter - Brandon Hoskins - Big Sky EDA Board
   c. Board Openings - City/County Planning District 3,4 & 5/Broadview Cemetery/Blue Creek FSA/Laurel Fire District #5 & #7/Huntley Project FSA/Consolidated Zoning Commission/Lockwood Pedestrian Safety District/Allies in Aging

2. **FINANCE**

a. Award Acceptance of Byrne Discretionary Grant
b. 6th Contract Amendment with DPHHS for the HEART Grant, Extending the Grant
c. Courthouse Renovation Sletten Construction Pay App #4
d. Change Order #1 - Knife River - Metra Bench Boulevard Exit Project
e. Bond for Lost Warrant
f. Noxious Weed Grant Extension - Two Moon Park

3. **HUMAN RESOURCES**

PERSONNEL ACTION REPORTS - Justice Court - 1 Appointment; **County Attorney** - 2 Appointments; **Finance** - 1 Salary & Other; **Detention Facility** - 1 Termination

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FILE ITEMS

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1. **CLERK AND RECORDER**

Board Minutes - Yellowstone Conservation District Board Minutes - September 2026

2. **COMMISSIONERS**

Board Minutes - County Water District of Billings Heights Minutes

3. **FINANCE**

YSC Budget Adjustment

4. **PUBLIC WORKS**

a. Contract with Rock Solid Excavating Inc.
b. Contracts with River Ridge Landscaping Co.
c. FY 27 Gravel Material Contracted Prices

PUBLIC COMMENTS ON COUNTY BUSINESS

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

B.O.C.C. Regular
Meeting Date: 11/24/2026
Title: November Recognition
Submitted By: Amy Mills

TOPIC:

Richard Peters	Detention Center	30 Years of Service
Harrison Gillen	Sheriff Patrol	10 Years of Service
Spencer Wyse	Sheriff Patrol	10 Years of Service
Shane Gibbs	Sheriff Patrol	10 Years of Service
Lisa Ereth	Justice Court	10 Years of Service

BACKGROUND:
na

RECOMMENDED ACTION:
na

B.O.C.C. Regular

Meeting Date: 11/24/2026

Title: Proclamation - 16 Days of Activism Against Gender Violence

Submitted By: Erika Guy

TOPIC:

Proclamation - 16 Days of Activism Against Gender Violence

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Sign

Attachments

Proclamation

Proclamation

Resolution 26-125

WHEREAS, we as citizens of Yellowstone County, Montana recognize the worldwide problem of violence against women occurs even here; and

WHEREAS, gender violence is traumatic to the body, mind and spirit and can prevent people from being fully active participants at home and in the world; and

WHEREAS, the health of parents and caregivers is critical to the overall health and wellbeing of their families and the larger community; and

WHEREAS, gender violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters and foster care, sick leave, absenteeism and non-productivity; and

WHEREAS, in spite of some progress, we need only to look at our newspapers or watch a television newscast to see the unfortunate truth that gender violence has not yet been eliminated here or elsewhere around the world; and

WHEREAS, we, the citizens of Yellowstone County, support efforts of individuals and join organizations, such as the Zonta Club of Billings, to raise awareness, stimulate discussion, and advocate for statewide solutions that will curb gender violence; and

WHEREAS, the citizens of Yellowstone County join thousands of others from around the world to assert that the right of women and men to be free of violence is a fundamental human right.

THEREFORE AND TOWARD THAT END, the Yellowstone County Board of Commissioners, do hereby proclaim the 16 days between International Day to Eliminate Violence Against Women on November 25th and International Human Rights Day on December 10th as the 16 Days of Activism Against Gender Violence. During these 16 days, all Yellowstone County citizens are urged to support work to end gender violence and to eliminate the detrimental consequences gender violence has on the wellbeing of our county.

PASSED AND ADOPTED by the Board of County Commissioners, Yellowstone County, Montana this 24th day of November, 2026.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____
Mark Morse, Chair

_____
Michael J. Waters, Member

ATTEST:

_____
Chris White, Member

_____
Jeff Martin, Clerk and Recorder

B.O.C.C. Regular 1. b.

Meeting Date: 11/24/2026

Title: Res to Change 12/31 Discussion to 12/29

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Resolution 26-124 to Change the Thursday, December 31, 2026, Discussion to Tuesday, December 29, 2026, at 10:00 a.m.

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Res to Change Discussion

RESOLUTION NO. 26-124

Establishing a Special Meeting Date and Time for the Thursday Discussion

WHEREAS, the Board of County Commissioners of Yellowstone County, Montana, established an official meeting time for Thursdays at 9:00 A.M. for official meetings of the Board of County Commissioners,

WHEREAS, the Board of County Commissioners, pursuant to Section 7-5-2122, M.C.A., must set any official Board meeting changes by resolution;

WHEREAS, the Board will not be able to convene for the meeting time set for Thursday, December 31, 2026 @ 9:00 a.m. and the Board of County Commissioners wish to establish a special meeting time in lieu of that time;

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Yellowstone County, Montana, that the Board shall meet to conduct official County business on **Tuesday, December 29, 2026, at 10:00.,** in lieu of the Thursday December 31, 2026 at 9:00 a.m. meeting date.

DONE BY ORDER of the Board of County Commissioners, Yellowstone County, Montana, and this 24th day of November 2026.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____
Mark Morse, Chairman

_____
Michael J. Waters, Member

_____
Chris White, Member

ATTEST:

(SEAL)

_____
Jeff Martin
Clerk and Recorder, Yellowstone County, Montana

B.O.C.C. Regular
Meeting Date: 11/24/2026
Title: Board Appointments
Submitted By: Erika Guy

TOPIC:
Board Appointments - Craig Van Nice & Joe Clark to Big Sky Economic Development Authority Board

BACKGROUND:
See Attached

RECOMMENDED ACTION:
Sign and Mail

Attachments
Craig Van Nice
Joe Clark

Yellowstone County

COMMISSIONERS
(406) 256-2701

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

November 24, 2026

Mr. Craig Van Nice
2922 W Macdonald Dr
Billings, MT 59102

RE: Big Sky Economic Development Authority Board

Dear Mr. Van Nice,

The Board of County Commissioners of Yellowstone County has appointed you to represent Yellowstone County as a member on the above-named board. Your term by this appointment will be to December 31, 2031.

We wish to take this opportunity to thank you in advance for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____
Mark Morse, Chair

_____
Michael J. Waters, Member

_____
Chris White, Member

BOCC/eg

cc: Board File - Clerk & Recorder
Ms. Kimberly Bailey, 201 North Broadway, Billings, MT 59101

Yellowstone County

COMMISSIONERS
(406) 256-2701

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

November 24, 2026

Mr. Joe Clark
2685 Gabel Rd.
Billings, MT 59102

RE: Big Sky Economic Development Authority Board

Dear Mr. Clark,

The Board of County Commissioners of Yellowstone County has appointed you to represent Yellowstone County as a member on the above-named board. Your term by this appointment will be to December 31, 2031.

We wish to take this opportunity to thank you in advance for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____
Mark Morse, Chair

_____
Michael J. Waters, Member

_____
Chris White, Member

BOCC/eg

cc: Board File - Clerk & Recorder
Ms. Kimberly Bailey, 201 North Broadway, Billings, MT 59101

B.O.C.C. Regular

1. b.

Meeting Date: 11/24/2026

Title: Regrets Letter

Submitted By: Erika Guy

TOPIC:

Regrets Letter - Brandon Hoskins - Big Sky EDA Board

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Sign and Mail

Attachments

Brandon Hoskins

Yellowstone County

COMMISSIONERS
(406) 256-2701

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

November 24, 2026

Mr. Brandon Hoskins
25 Stanford Ct
Billings, MT 59102

Dear Mr. Hoskins,

Thank you for your application for the opening on the Big Sky Economic Development Authority Board. There were several good candidates and, as always, the decision was a difficult one. We are notifying you that we have selected another candidate to serve on this board.

Your application will remain on file for a period of six (6) months from the date of this letter, and should another vacancy occur on this board in that time, your application will be reconsidered.

We do have other county boards and would like to encourage you to consider applying for them. Board openings and applications are posted on our website at www.yellowstonecountymt.gov.

Again, thank you very much for your interest in community service for Yellowstone County.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____
Mark Morse, Chairman

_____
Michael J. Waters, Member

_____
Chris White, Member

BOCC/eg

cc: Board Clerk – Clerk & Recorders

B.O.C.C. Regular

1. c.

Meeting Date: 11/24/2026

Title: Board Openings

Submitted By: Erika Guy

TOPIC:

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

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Post

Attachments

Board Openings

YELLOWSTONE COUNTY BOARD OPENINGS

November 24, 2026

CITY/COUNTY PLANNING: DIST 3	2 year	1 full to 12/31/28
CITY/COUNTY PLANNING: DIST 4	2 year	1 full to 12/31/28
CITY/COUNTY PLANNING: DIST 5	2 year	1 partial 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 partial 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 partial 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 1 full to 12/31/29
ALLIES IN AGING	2 year	2 full to 6/30/28

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED UNTIL 5:00PM ON THURSDAY, December 24, 2026

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

B.O.C.C. Regular 2. a.

Meeting Date: 11/24/2026

Title: Byrne Discretionary Community Project Grant Award - Short Term Detention Facility

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Award Acceptance of Byrne Discretionary Grant

BACKGROUND:

The Board requested Finance apply for a $500k discretionary congressional grant for the Short-term detention facility. Due to how long it took to receive the award for this funding, this money will need to be spent on things going forward and cannot be applied to the construction of the Short-term detention facility, as originally intended.

Once the grant has been accepted, we will need to submit a revised budget and a new project narrative detailing what we will instead spend this money on. A letter has been drafted by Sheriff O'Donnell listing equipment and furniture for the STDF that will satisfy the requirements of this grant, and will be discussed once this award is accepted.

RECOMMENDED ACTION:

Approve.

Attachments

Pre-Acceptance Award Package - Byrne Discretionary Community Grant

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Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	YELLOWSTONE COUNTY 217 N 27TH ST
City, State and Zip:	BILLINGS, MT 59101
Recipient UEI:	FNVKTJD3B7C1

Project Title: Yellowstone County Short-term Detention Facility	**Award Number:** 15PBJA-26-GG-01199-BRND

Solicitation Title: BJA FY 2026 Invited to Apply -Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program

Federal Award Amount: $500,000.00	**Federal Award Date:** 9/30/26

Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Award Type:	Initial
Funding Instrument Type:	Grant

Opportunity Category: E
Assistance Listing:
16.753 - Congressionally Recommended Awards

Project Period Start Date: 1/23/26	**Project Period End Date:** 9/30/27
Budget Period Start Date: 1/23/26	**Budget Period End Date**: 9/30/27

Project Description:
The Yellowstone County Short Term Detention Facility (STDF) project is to create a 72-hour short term holding facility for low-risk, non-violent offenders who have not been charged with a severe crime in order to alleviate the pressure on the Yellowstone County Detention Facility (YCDF). The funds from this grant will cover the costs of the security doors, panels, and access required to create a secure holding facility. The STDF will be prearraignment, so that these offenders who are committing multiple crimes in a short period of time, blatantly defying the criminal justice system, are no longer on the street. This will address public safety issues in the community.

Award Letter

September 30, 2026

Dear Mark Morse,

On behalf of the Attorney General, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by YELLOWSTONE COUNTY for an award under the funding opportunity entitled 2026 BJA FY 2026 Invited to Apply -Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program. The approved award amount is $500,000.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the

award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen A. Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

All BJA awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. 4321 et seq.) and other related federal laws (including the National Historic Preservation Act), if applicable. Award recipients (and subrecipients, as applicable) must support BJA's compliance with NEPA by providing details about their project, its location, and any resources that might be affected. BJA complies with NEPA (and other related federal laws) for an award-funded activity by evaluating the environmental impacts of the activity in one of three levels of analysis: a Categorical Exclusion (CATEX), an Environmental Assessment (EA), or an Environmental Impact Statement (EIS). See https://bja.ojp.gov/funding/nepa-guidance for additional information regarding NEPA implementation.

Carefully review the conditions on this award for information about any requirements specific to NEPA compliance for this award.

After completion of any required environmental analysis, throughout the term of this award the recipient must inform BJA of (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient may not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or new activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an approved environmental impact review process.

Questions about NEPA compliance may be directed to your grant manager.

NEPA Coordinator

First Name	Middle Name	Last Name
Chris	no value	Casto

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI
FNVKTJD3B7C1

Street 1
217 N 27TH ST

Street 2

City
BILLINGS

State/U.S. Territory
Montana

Zip/Postal Code
59101

Country
United States

County/Parish

Province

Award Details

Federal Award Date
9/30/26

Award Type
Initial

Award Number
15PBJA-26-GG-01199-BRND

Supplement Number
00

Federal Award Amount
$500,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.753	Congressionally Recommended Awards

Statutory Authority

Department of Justice Appropriations Act, 2026 (Pub. L. No. 119-74, 140 Stat. 5, 30- 31, para. 1(O))

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2026 BJA FY 2026 Invited to Apply -Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT14685729

Grant Manager Name
Dara Schulman

Phone Number
202-598-7427

E-mail Address
Dara.Schulman@usdoj.gov

Project Title
Yellowstone County Short-term Detention Facility

Performance Period Start Date
01/23/2026

Performance Period End Date
09/30/2027

Budget Period Start Date
01/23/2026

Budget Period End Date
09/30/2027

Project Description
The Yellowstone County Short Term Detention Facility (STDF) project is to create a 72-hour short term holding facility

for low-risk, non-violent offenders who have not been charged with a severe crime in order to alleviate the pressure on the Yellowstone County Detention Facility (YCDF). The funds from this grant will cover the costs of the security doors, panels, and access required to create a secure holding facility. The STDF will be prearraignment, so that these offenders who are committing multiple crimes in a short period of time, blatantly defying the criminal justice system, are no longer on the street. This will address public safety issues in the community.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2025)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 2
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and

prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, see “Nondiscrimination provisions and the Religious Freedom Restoration Act,” accessible at https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements.

Condition 3
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 4
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP website at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 5
Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold, as set forth in the Federal Acquisition Regulations (FAR). See the definition of simplified acquisition threshold in the FAR at 48 CFR part 2, subpart 2.1. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed Simplified Acquisition Threshold)), and are incorporated by reference here.

Condition 6
Federal Civil Rights and Nondiscrimination Laws (certification)

The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any

programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 7
Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that a legal notice regarding award requirements is necessary or that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, is (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 8
Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 9
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), including, without limitation, the provisions regarding termination in 2 C.F.R. 200.340, apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 10
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Condition 11
Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 12
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 13
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 14

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 15
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 16
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 17
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 18
Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to

hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 19
Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 20
Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 21
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 22
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Condition 23
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 24
Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 25
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 26
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 27
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 28
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 29
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28

C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 31
The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 32
Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient’s Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

Condition 33
FFATA reporting: Subawards and executive compensation
The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are set forth in 2 C.F.R. part 170, Appendix A (“Award Term”) and are incorporated by reference here.
This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
Note: In early March 2025, the reporting system that had been used for subaward reporting, the FFATA (Federal Funding Accountability and Transparency Act) Subaward Reporting System (FSRS) was retired and functionality moved to SAM.gov. For more information, including steps on how to connect your FSRS account to SAM.gov, visit https://sam.gov/fsrs.

Condition 34
The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 35
Any publication (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) funded in whole or in part under this award, (with the exception of press releases, websites, and mobile applications), shall contain the following statement: “This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Any website or mobile application that is funded in whole or in part under this award must include the following

statement where most practicable: "This website [or application] was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this website [or application] (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible. The statement may also be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Upon specific request by BJA, the recipient must submit to BJA for review and approval (or, for recipients or subrecipients that are institutions of higher education, review and comment) any publication or product developed under this award at least 30 working days prior to the targeted dissemination date.

The current edition of the DOJ Grants Financial Guide provides additional guidance on allowable printing and publication activities.

Condition 36
Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23 for any applicable project.

Condition 37
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 38
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 39
Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 40
Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://bja.ojp.gov/program/it/gsp-grant-condition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 41
Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to determine if any of the following activities will be funded by the grant prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA, and follow instructions regarding NEPA compliance.

The activities covered by this condition are:

a. New construction;
b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments;
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories; and
f. Any extraordinary or unusual project with potential to have a significant environmental impact.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA.

Condition 42
The recipient shall ensure that each DNA analysis conducted under this award will be performed either (1) by accredited government-owned laboratories, or (2) through an accredited fee-for-service vendor. The accreditation must be by an accrediting body that is a signatory to an internationally recognized arrangement and that offers accreditation to forensic science conformity assessment bodies using an accreditation standard that is recognized by that internationally recognized arrangement. Any laboratory conducting STR, Y-STR, or mitochondrial DNA testing undergo external audits not less than once every 2 years that demonstrate compliance with the DNA Quality Assurance Standards established by the Director of the Federal Bureau of Investigation.

If award funds are used for DNA testing of evidentiary materials, recipients shall ensure that any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS, and, where applicable, uploaded to the National DNA Index System (NDIS). Award funds may be used for forensic genetic genealogy in accordance with United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and program requirements. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

The recipient shall ensure that each DNA analysis conducted and each DNA profile generated under this award, and each stored DNA sample that results from this award, are maintained in accordance with any applicable federal privacy requirements and restrictions on disclosure.

Condition 43
Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 44
Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level,

make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor. In addition, if the recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 45
Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 46
As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 47
No funds may be used for UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that only UAS verified by the Defense Contract Monitoring Agency's “Blue UAS Cleared List” or any successor list (available at https://bluelist.appsplatformportals.us/) as not manufactured by a “covered foreign entity” may be purchased or operated under the federal award and, further, that no modifications or additional accessories may be introduced to the UAS funded by the award. The purchased UAS may not be used to process, store, or transmit Federal information. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the UAS. Funds proposed for the purchase of UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: https://bja.ojp.gov/funding/uas.

Condition 48
No funds may be used for C-UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that any C-UAS purchased with award funds will only be procured and used in compliance with all applicable federal, state, and local laws and regulations, including criminal, surveillance, aviation, and communications laws. Any C-UAS purchased with award funds will be included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section. The certification also requires that the award recipient consult qualified legal counsel to review the proposed purchase and operation of C-UAS, and that the recipient will complete required trainings and obtain all required approvals, certifications, licenses, and authorizations prior to deployment, and will coordinate with relevant authorities as required. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the C-UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the C-UAS. Funds proposed for the purchase of C-UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may

be found here: https://bja.ojp.gov/funding/uas.

Condition 49
Limit on use of grant funds for recipients' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

Condition 50
The recipient agrees to promptly provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements. The recipient understands that it will be subject to additional financial and programmatic in-depth or on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring. The recipient agrees to develop or maintain effective internal controls to manage federal awards (see 2 C.F.R. 200.303) and effective financial management policies and procedures to manage federal awards (see 2 C.F.R. 200.302).

Condition 51
Withholding of funds: Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down more than 10% of the award funds until-- (1) OJP determines that the recipient's Grant Award Administrator and all Financial Managers for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2022, and (2) OJP issues an Award Condition Modification (ACM) to modify or remove this condition.

Once both the Grant Award Administrator and Financial Manager have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of an ACM to remove this condition. Obligations, expenditures, and drawdowns prior to the ACM are made at the recipient's risk and may be disallowed if not in compliance with program requirements or approved budget.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

Condition 52
The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not obligate, expend, or drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel necessary to begin the award project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

Condition 53
The recipient may not expend or draw down more than 10% of the award funds until BJA has reviewed and approved

the Budget Narrative portion of the application and has issued an Award Condition Modification (ACM) releasing this award condition. Obligations, expenditures, and drawdowns prior to the ACM are made at the recipient's risk and may be disallowed if not in compliance with program requirements or approved budget.

Condition 54

Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Throughout the entire award period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict—

(1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to or from DHS; or

(2) a government entity or agency from sending, requesting or receiving, or exchanging information regarding immigration status to, from, or with DHS, or from maintaining such information.

Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the entire award period of performance, no State or local government entity, agency, or official may implement an “information-communication restriction.”

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government incurs to implement this condition.

5. Rules of Construction.

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.

(2) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(3) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(4) “DHS” means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 55

Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield.

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield within the funded “program or activity.”

With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consistent with federal law as cited in para. 1 of this condition, no State or

local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction.
A. For purposes of this condition—
(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));
(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation—
(a) through any database,
(b) in connection with any law enforcement partnership or task-force,
(c) in connection with any request for law enforcement assistance or -cooperation, or
(d) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and
(4) the term "public disclosure" means any communication or release other than one—
(a) within the recipient, or
(b) to any subrecipient (at any tier) that is a government entity.
B. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.
C. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

Condition 56
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Notice of scheduled release
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward at any tier.
1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time.
Consonant with federal law enforcement statutes—including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens")—no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide (as early as practicable (see para. 5.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
2. Noninterference with "removal" process: Notice of scheduled release date and time within the funded “program or activity.”
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may interfere with the "removal" process by failing to provide (as early as practicable (see para. 4.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written

request pursuant to the INA that seeks such advance notice.
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction
A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.
B. Applicability.
(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as, in fact, practicable.
(2) Current DHS practice is to use the same form for a second, distinct purpose—to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.
D. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

Condition 57
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. No use of funds to interfere with statutory law enforcement access to correctional facilities.
Consonant with federal law enforcement statutes and regulations—including 8 U.S.C. 1357(a) (under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the United States), and 8 C.F.R. 287.5(a) (under which that power may be exercised "anywhere in or outside" the United States)—no State or local government entity, agency, or official within the funded program or activity may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."
2. Noninterference with statutory law enforcement access to correctional facilities within the funded "program or activity."
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes and regulations as cited in para. 1 of this condition, no State or local government entity, agency, or official within the funded program or activity may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction
A. For purposes of this condition:
(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 U.S.C. 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."
(2) The term "juvenile offender" means what it means under 28 C.F.R. 31.304(f) (as in effect on Jan. 1, 2026.)
(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 U.S.C. 1227(a)(2), or
(b) conduct described in 8 U.S.C. 1227(a)(4).
(4) The term "conviction" means what it means under 8 U.S.C. 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)
(5) The term "correctional facility" means what it means under 34 U.S.C. 10251(a)(7)) as of Jan. 1, 2026.
(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—
(a) is designed to prevent or to significantly delay or complicate, or
(b) has the effect of preventing or of significantly delaying or complicating.
(7) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.
(8) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen A. Henneberg	9/29/26 10:58 PM

Authorized Representative

☐ Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

no value

Signed Date And Time

no value

B.O.C.C. Regular

2. b.

Meeting Date: 11/24/2026

Title: HEART Grant - Contract Amendment #6

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

6th Contract Amendment with DPHHS for the HEART Grant, Extending the Grant

BACKGROUND:

Additional funding has been added to this grant from the State Special Revenue Healing and Ending Addiction through Recovery and Treatment (HEART), to cover services provided by Alternatives, Inc in FY27. The extension of this grant and an MOU with Alternatives has previously already been discussed and approved by the Board.

RECOMMENDED ACTION:

Approve.

Attachments

HEART Grant - Contract Amendment #6 with MT DPHHS

CONTRACT AMENDMENT SIX
CONTRACT FOR
DETENTION CENTER SERVICES
CONTRACT PHH22-0423R-H
DPHHS 23-102-74018-0

This CONTRACT AMENDMENT is to amend the above-referenced contract between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: PO Box 202905 (mailing), Helena, MT, ~~59621~~ 59620, Phone Number (406) 444-3964, Fax Number (406) 444-7391, and Yellowstone County, ("Contractor"), whose contact information is as follows: Federal Tax ID 81-6001449, UEI Number FNVKTJD3B7C1, ~~316 North 26th~~ 2825 3rd Ave North, Room ~~3401~~ 311, Billings, MT, 59101, Phone Number ~~(406) 256-2832~~ (406) 256-2783; respectively (collectively, the "Parties").

Effective July 1, 2026 this Contract is amended as follows. Existing language has been struck; amended language underlined.

SECTION 1. SERVICES/SCOPE OF WORK will be amended as follows:

A. through C. and E. will remain unchanged.

D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:

Contract, including Amendments One through Five and Six (this instrument)
Attachment A: Scope of Work Amendment Six
Attachment B: Budget Amendment Six
Attachment G: Annual Assurances Amendment Six
Attachment J: Disclosure of Lobbying

Attachments C. through F. and H. through I. will remain unchanged.

SECTION 2. TERM OF CONTRACT will be amended as follows:

The term of this Contract is from July 1, 2022 through June 30, ~~2026~~ 2027 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. This is the ~~third~~ fourth renewal, ~~fifth~~ sixth amendment, ~~fourth~~ fifth year of the Contract. This Contract, including any renewals, may not exceed a total of seven (7) years.

SECTION 3. CONSIDERATION AND PAYMENTS will be amended as follows:

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor for the Services as follows:

A. through C. and E. through H. will remain unchanged.

D. Sources of Funding

The sources of funding for this Contract are ~~$1,038,319.51~~ $1,273,476.14 from the State Special Revenue Healing and Ending Addiction through Recovery and Treatment (HEART) $75,000.00 from Mental Health Block Grant American Rescue Plan Act of 2021 (MHBG ARPA) CFDA#93.958, and $124,719.96 from Substance Use Treatment, Prevention, and Recovery Services Block Grant (SUPTRS) CFDA#93.959, for a total contract value of ~~$1,238,039.47.~~ 1,473,196.10

TERM	AMOUNT	FUNDING
July 1, 2022 through June 30, 2024	$230,559.27	HEART MH
July 1, 2022 through June 30, 2024	$230,559.27	HEART SUD
Oct. 1, 2022 through June 30, 2024	$124,719.96	SUPTRS
July 1, 2022 through June 30, 2024	$ 75,000.00	MHBG ARPA
July 1, 2024 through June 30, 2025	$342,044.34	HEART
July 1, 2025 through June 30, 2026	$ 235,156.63	HEART
July 1, 2026 through June 30, 2027	$235,156.63	HEART
Total	~~$1,238,039.47~~ $1,473,196.10	

If for any reason the grant funding is denied or funds are no longer available the Contractor will be notified immediately.

SECTION 20. LIAISON AND SERVICE OF NOTICES will be amended as follows:

A. Toni Miller Mahoney, or their successor, will be the liaison for the Department. Contact information is as follows:

Toni Miller Mahoney,
DPHHS Behavioral Health and Disabilities Division, Treatment Bureau
PO Box 202905
Helena, MT ~~59602~~ 59620
Phone Number (406) 444-9304
Fax Number (406) 444-~~7193~~ 7391
Toni.millermahoney@mt.gov

~~Jennifer Jones~~ Anna Ullom, Amanda Stonerock and Brandy Sanders, or their successor, will be the liaison for the Contractor. Contact information is as follows:

~~Jennifer Jones~~ Anna Ullom, Amanda Stonerock and Brandy Sanders,
316 North 26th
Billings, MT 59101
Phone Number (406) 256-2783, (406) 855-2793
~~jjones@yellowstonecountymt.gov~~,aullom@yellowstonecountymt.gov,
amanda@stonerockmt.com, and bsanders@altinc.net

The above-referenced liaisons serve as the primary contacts between the parties regarding the performance of this Contract. The State's liaison and Contractor's liaison may be changed by written notice to the other party.

SECTION 28. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT will be amended as follows:

A. Contract

This Contract Amendment Six consists of four (4) numbered pages, any Attachments listed in Section 1, as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

B. Entire Agreement

These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

C. Amendment

Any amendment or modification must be in a written agreement signed by the parties.

AUTHORITY TO EXECUTE

Except as modified above, all other Terms and Conditions of Contract PHH22-0423R-H (DPHHS 23-102-74018-0) including Amendments One through Five remain in effect.

The parties through their authorized agents have executed this Contract Amendment on the dates set out below.

Remainder of Page Intentionally Left Blank

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Dr. Douglas Harrington, Director

BY: _____ Date: _____
Meghan Peel, BHDD Administrator

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, OFFICE OF LEGAL AFFAIRS

Approved as to Legal Content:

BY: _____ Date: _____
Attorney

MONTANA DEPARTMENT OF ADMINISTRATION, STATE PROCUREMENT SERVICES DIVISION

Approved as to form:

BY: _____ Date: _____
Contract Officer

CONTRACTOR

BY: _____ Date: _____
Authorized Signer

ATTACHMENT A
SCOPE OF WORK AMENDMENT SIX

SERVICES TO BE PROVIDED
Contractor is expected to coordinate planning, implementation, and provision of services with community stakeholders such as: Local government(s) and their representatives, tribal government(s) and their representatives, behavioral health organizations, health care systems, healthcare providers, public health, local advisory councils, human service agencies that support social determinants of health such as housing, employment, and food security, law enforcement officials, judicial systems, and community members. Anything outside of the Scope of Work required the written approval of BHDD prior to being funded through these grant monies. If approved, this will require a contract amendment.

1) For services purchased under this Contract, the Contractor must:
   a) Provide reports in a specified timeframe for agreed upon reporting requirements including:
      i) Intake
      ii) Continuing services
      iii) Discharged – remained in jail
      iv) Discharged to community
      v) Commitment to State Hospital
   b) Actively participate in regularly scheduled virtual check-ins with grant program manager at least quarterly.
   c) Actively participate in technical assistance provided by the ~~State~~ Department in the form of webinars, conference calls, and one-on-one conversations.
   d) Allow and actively participate in site visits and/or any other activities that are requested by the State.
   e) For services purchased under this Contract, the Contractor agrees to provide the following services and conduct the following activities:
2) Service 1 Behavioral Health Therapy
   a) Behavioral health therapy services include individual, family, and group therapy in which diagnosis, assessment, and psychotherapy are provided by appropriately licensed behavioral health professionals licensed in Montana and practicing within the scope of practice under their individual license.
      i) Group therapy services may not have more than 16 clients participating in the group.
      ii) Services must be based on a current comprehensive assessment and included as an intervention in the client's individual treatment plan (ITP).
      iii) Mutual support meetings such as Alcoholics Anonymous (AA), Narcotics Anonymous (NA) are available to individuals in the detention facility from outside members.
3) Service 2 Care Coordination
   a) Care coordination services include, but are not limited to, coordinating Behavioral Health, Social, and medical services and referrals, tracking clinical outcomes, identifying social factors that may impede client treatment, and helping client and family navigate toward community resources that can help address these factors.
      i) Care Coordinator duties include the following:
         (1) coordinating and implementing care plans;
         (2) advocating on the client's behalf;
         (3) facilitating access to needed services;
         (4) guiding clients through community resource options; and
         (5) assisting clients in reducing barriers to community reintegration upon release.
      ii) It is not required that each client receiving Care Coordination receive every service listed above.

iii) Care Coordination services must be delivered by a Care Coordinator whose primary responsibility is the delivery of Care Coordination services.
iv) Care Coordination services must be delivered to clients held in the detention center, or within 30 days of release from the detention center.

4) Service 3 Medication for Opioid Use Disorder (MOUD) or Stimulant Use Disorder
   a) Medication for Opioid Use Disorder (MOUD), formerly known as Medication Assisted Therapy (MAT), is the use of FDA-approved medications for opioid use disorder (OUD) and therapy services, to provide an individually tailored "whole patient" approach for the treatment of OUD.
   b) Services are provided by a medical professional Board certified and licensed in Montana to practice medicine. Provider must be waived to prescribe buprenorphine and support utilization of all FDA-approved medications for OUD, as available.
      i) Services must be based on a current comprehensive assessment.
      ii) MOUD Medication Prescription, Management and Monitoring includes the following:
         (1) evaluate the client's previous experience with medications, including opioid agonists and antagonists;
         (2) identify and discuss with the client the benefits and risks of medication interventions;
         (3) in collaboration with the client, develop a treatment plan and choose a medication treatment; and
         (4) prescribe and monitor medication according to evidence-based practice standards.
      iii) Medications must be:
         (1) FDA-approved; and
         (2) based on a current comprehensive assessment and included as an intervention in the client's individual treatment plan (ITP).
      iv) Medication services must be provided in conjunction with therapy services.

5) Other Provisions
   a) Anything outside of the scope requires the written approval of BHDD prior to be being funded through these grant monies. If approved, this will require a contract amendment.
   b) Services may be provided in person or via telehealth.
   c) Grant funding must be the payer of last resort.
   d) Grant funding must be used to provide services to clients that meet the following eligibility criteria:
      i) Clients who self-report; have been diagnosed with behavioral health, mental health, substance misuse, or co-occurring disorder; present with suicidal ideation; and/or request to see Behavioral Health staff or are referred to Behavioral Health staff or Detention staff.

6) DATA and REPORTS
   a) All required data and reports will be agreed upon by contractor and the State upon award based on scope of project proposal. Contractor shall submit a monthly report with invoice to include:
      i) Month reported, date of service, and service provided:
      ii) Number of unduplicated individuals served as indicated by individuals name, date of birth and Medicaid number or social security number:
      iii) For those served, socio demographic data including:
      iv) Race:
      v) Gender:
      vi) Veteran status:
      vii) Primary diagnosis: and
      viii) Employment status:
      ix) Housing status:
      x) Highest schooling completed; and
      xi) School attendance within the last 3 months.

7) For those served, disposition data including:
   a) Intake
   b) Continuing services
   c) Discharged – remained in jail
   d) Discharged – to community
   e) Discharged to State Hospital
8) Contractor agrees to provide quarterly progress report to include updates on the goals and objectives of the strategic plan submitted to the State through the contractor's original RFP application.
9) The State will electronically provide a monthly data reporting template and quarterly progress report template. Quarterly progress reports must be submitted by:
   i) Quarter 1 (July 2022 -September 2022): October 15, 2022
   ii) Quarter 2 (October 2022-December 2022): January 15, 2023
   iii) Quarter 3 (January 2023-March 2023): April 15, 2023
   iv) Quarter 4(April 2023-June 2023): July 15, 2023
   v) Quarter 5 (July 2023-Spetember 2023) October 15, 2023
   vi) Quarter 6 (October 2023 – December 2023): January 15, 2024
   vii) Quarter 7 (January 2024 – June 2024): April 15, 2024
   viii) Quarter 8 (April 2024 – June 2024): July 15, 2024
   ix) Quarter 9 (July 2024- September 2024): October 15, 2024
   x) Quarter 10 (October 2024 – December 2024): January 15, 2025
   xi) Quarter 11(January 2025 – June 2025): April 2025
   xii) Quarter 12 (April 2025 – June 2025): June 15, 2025
   xiii) Quarter 13 (July 2025 – September 2025): October 15, 2025
   xiv) Quarter 14 (October 2025 – December 2025): January 15, 2026
   xv) Quarter 15 (January 2026 – March 2026): April 15, 2026
   xvi) Quarter 16 (April 2026 – June 2026): July 15, 2026
   xvii) Quarter 17 (July 2026 – September 2026): October 15, 2026
   xviii) Quarter 18 (October 2026 – December 2026): January 15, 2027
   xix) Quarter 19 (January 2027 – March 2027): April 15, 2027
   xx) Quarter 20 (April 2026 – June 2027): July 15, 2027

ATTACHMENT B
BUDGET AMENDMENT SIX

BHDD, DPHHS FY27 Budget

CONTRACTOR		CONTRACT # CONTRACT TOTAL
Contract Liaison: Amanda Stonerock amanda@stonerockmt.com, and Brandy Sanders, bsanders@altinc.net	23-102-74018-0	$235,156.63

PROGRAM
HEART Jail-based BH Services Grant

EXPENSE CATEGORY	NARRATIVE	FY27 TOTAL
Behavioral Health Therapy	See Attachment A - Scope of Work	$235,156.63
Care Coordination	See Attachment A - Scope of Work	
Medication for Opioid Use Disorder (MOUD)	See Attachment A - Scope of Work	
Certified Behavioral Health Peer Support	n/a	$ -
Medication Prescription, Management, and Monitoring	n/a	
	SUBTOTAL	**$235,156.63**
	ADMINISTRATIVE FEE RATE	**0.00%**
	ADMINISTRATIVE FEE	**$ -**
	TOTAL	**$235,156.63**

ATTACHMENT G
ANNUAL ASSURANCES AMENDMENT SIX

DEPARTMENT'S ANNUAL CERTIFICATION

DPHHS GS-301
Rev. 5/2019

ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS

This annual certification form is standardized for general use by the Department Of Public Health And Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor in signing this form is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and in the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

ASSURANCES

The Contractor, Yellowstone County, for the purpose of contracting with the Montana Department of Public Health & Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

The Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or other legal authorities by colluding with other contractors for the purpose of gaining unfair

advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.

B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729 3733(the "Lincoln Law") or of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.

C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.

D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.

E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department Of Labor And Industry in accordance with 39-71-417 through 39-71-419, MCA.

F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.

G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Government wide Debarment and Suspension (nonprocurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State Of Montana.

H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.

I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.

K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.

L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, et seq., drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.

M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.

N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.

O. That the Contractor, if receiving aggregate payments of Medicaid monies totaling $5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the "Lincoln Law") and presents that information to all employees.

P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department.

Q. That the Contractor, if a contractor for the delivery of Medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.

R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY

S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.

T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.

U. That the Contractor, if the contract exceeds $100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.

V. That the Contractor, if the contract exceeds $100,000, complies with all applicable standards, orders and requirements issued under section 306 of the Clean Air Act, 42 U.S.C. 7607, section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental

Protection Agency regulations, 40 C.F.R. Part 15 and that if the Contractor enters into a subcontract that exceeds $100,000 these requirements are in that contract.

SOURCES OF INFORMATION

DPHHS GS-302
Rev. 06/2018

SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department Of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.
There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

1. U.S. Department Of Health & Human Services / Office Of Civil Rights www.hhs.gov/ocr/hipaa

   The federal Department Of Health & Human Services / Office Of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA/HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.
2. U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention
   http://www.cdc.gov/Other/privacy.html

   The federal Department Of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

STATE RESOURCES

The Department Website For Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements. https://medicaidprovider.mt.gov/

Further information concerning HIPAA/HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department Website for DPHHS HIPAA Policies. https://dphhs.mt.gov/HIPAA
Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA/HITECH.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

ASSURANCES NON-CONSTRUCTION OMB 424

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19

statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

B.O.C.C. Regular

2. c.

Meeting Date: 11/24/2026

Title: Courthouse Renovation Sletten Construction Pay App #4

Submitted By: Jared Gavin

TOPIC:

Courthouse Renovation Sletten Construction Pay App #4

BACKGROUND:

Yellowstone County Courthouse Renovation, Yellowstone County, pay application #4 (retainage) to Sletten Construction Company in the amount of $610,006.40 less 1% State of Montana Gross Receipts Tax ($6,100.06) that will be paid directly to the State of Montana, less 5% retainage ($32,105.60), for a net amount of $603,906.40.

RECOMMENDED ACTION:

Sign the pay application and return a copy to Finance

Attachments

Sletten Construction Pay App#4

Yellowstone County Lien Waiver

Sessler Backup Furring Allowance

RECEIVED
NOV 13 2026
BY:

APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT G702

PAGE ONE OF PAGES

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

PROJECT: YELLOWSTONE COUNTY COURTHOUSE RENOVATION

APPLICATION NO: 4 11/13/2026
APPLICATION DATE: ~~10.25.2026~~
PERIOD TO: 10.31.2026
PROJECT NO: 2754-25209
CONTRACT DATE: 05.21.2026

Distribution to:
[X] OWNER
[X] CONSTRUCTION MANAGER
[X] ARCHITECT
[ ] CONTRACTOR

FROM CONTRACTOR: SLETTEN CONSTRUCTION

VIA CONSTRUCTION MANAGER:
VIA OWNER:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 10,527,238.00
2. Net change by Change Orders		$ 210,532.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 10,737,770.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 3,260,662.55
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 159,283.13	
b. 5 % of Stored Material (Column F on G703)	$ 3,750.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 163,033.13
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 3,097,629.42
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 2,487,623.02 n
8. CURRENT PAYMENT DUE		$ 610,006.40 n
8A. 1% TAX Withholding		6,100.06
8B. NET PAYMENT TO CONTRACTOR (AFTER 1%)		603,906.34
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 7,640,140.58

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$210,532.00	
Total approved this Month		
TOTALS	$210,532.00	
NET CHANGES by Change Order	$210,532.00	

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

CONTRACTOR:

By: Brooke Logan Digitally signed by Brooke Logan DN: C=US, E=blogan@sletteninc.com, O=Sletten Construction, CN=Brooke Logan Date: 2026.11.02 10:45:03-07'00' Date:

RACHEL ALEXANDER NOTARY PUBLIC for the State of Montana Residing at Belt, Montana My Commission Expires August 8, 2028

State of: Montana County of: Cascade
Subscribed and sworn to before me this 2nd day of Nov 26
Notary Public: Rachel Alexander
My Commission expires: 8/8/2028

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $ 610,006.40 ✓

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

OWNER:
By: Date:

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

HULTENG CCM, INC.
BILLINGS, MONTANA
☑ REVIEWED
☑ APPROVED
DATE: 11/16/2026
BY:

CONTINUATION SHEET

DOCUMENT G703

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Contractor's signed certification is attached.
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PERIOD TO: 10.31.2026

A	B	C	C.1	C.2	D	E	F	G		H	I	J
Cost Code	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDER VALUE	CURRENT VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 5%	CURRENT PAYMENT DUE (RET.)
	General Conditions	$644,290.00	$8,844.00	$653,134.00	$174,429.00	$40,000.00	$0.00	$214,429.00	33%	$438,705.00	$10,721.45	
	Insurances	$63,163.00	$1,946.40	$65,109.40	$65,109.40		$0.00	$65,109.40	100%	$0.00	$3,255.47	
	Bonding	$68,427.00	$1,368.59	$69,795.59	$69,795.59		$0.00	$69,795.59	100%	$0.00	$3,489.78	
	General Requirements - (181,182)											
	Projecct Sign	$1,250.00		$1,250.00	$1,250.00		$0.00	$1,250.00	100%	$0.00	$62.50	
ALLOW	MEP Coordination	$15,000.00		$15,000.00	$0.00	$400.00	$0.00	$400.00	3%	$14,600.00	$20.00	
	Temp Fence	$5,000.00		$5,000.00	$5,000.00		$0.00	$5,000.00	100%	$0.00	$250.00	
ALLOW	Snow Removal	$15,744.00		$15,744.00	$0.00		$0.00	$0.00	0%	$15,744.00	$0.00	
	Fork Lift	$18,750.00		$18,750.00	$6,200.00	$1,500.00	$0.00	$7,700.00	41%	$11,050.00	$385.00	
	Traffic Control	$15,000.00		$15,000.00	$4,500.00		$0.00	$4,500.00	30%	$10,500.00	$225.00	
	Connex Storage	$15,000.00		$15,000.00	$0.00		$0.00	$0.00	0%	$15,000.00	$0.00	
	Offsite Storage	$6,000.00		$6,000.00	$0.00		$0.00	$0.00	0%	$6,000.00	$0.00	
	Final Clean	$36,000.00		$36,000.00	$0.00		$0.00	$0.00	0%	$36,000.00	$0.00	
ALLOW	Security	$22,000.00		$22,000.00	$0.00	$500.00	$0.00	$500.00	2%	$21,500.00	$25.00	
	Staging Area Cameras	$4,500.00		$4,500.00	$1,500.00		$0.00	$1,500.00	33%	$3,000.00	$75.00	
	Badging	$2,500.00		$2,500.00	$1,200.00		$0.00	$1,200.00	48%	$1,300.00	$60.00	
	Background Checks	$0.00		$0.00	$0.00		$0.00	$0.00	0%	$0.00	$0.00	
	Temp Barrier and Barrier Entry	$13,766.00		$13,766.00	$6,000.00	$1,500.00	$0.00	$7,500.00	54%	$6,266.00	$375.00	
	Temp floor/Stone Protection	$8,172.00		$8,172.00	$3,000.00		$0.00	$3,000.00	37%	$5,172.00	$150.00	
	Parking	$2,500.00		$2,500.00	$300.00	$50.00	$0.00	$350.00	14%	$2,150.00	$17.50	
	GC/CM Contingency	$609,460.00	$7,729.00	$617,189.00	$0.00		$0.00	$0.00	0%	$617,189.00	$0.00	
	DIVISION 2 (696,457)											
	Deferred Design Shoring	$13,500.00		$13,500.00	$13,500.00		$0.00	$13,500.00	100%	$0.00	$675.00	
	Demolition/Mezzanine/Shoring	$668,612.00	$16,651.80	$685,263.80	$670,000.00		$0.00	$670,000.00	98%	$15,263.80	$33,500.00	
	Core Drilling various locations	$6,571.00		$6,571.00	$1,500.00		$0.00	$1,500.00	23%	$5,071.00	$75.00	
	Salvage Stone Door Trim	$1,774.00		$1,774.00	$750.00		$0.00	$750.00	42%	$1,024.00	$37.50	
	Grout Door Frames & Infill Concrete floor	$6,000.00		$6,000.00	$0.00		$0.00	$0.00	0%	$6,000.00	$0.00	
	DIVISION 3 (2,792)											
	Misc Cast in Place Concrete	$2,792.00		$2,792.00	$0.00		$0.00	$0.00	0%	$2,792.00	$0.00	
	DIVISION 5 (16,783)											
	Structural Steel Infill at Stairs	$16,783.00		$16,783.00	$16,783.00		$0.00	$16,783.00	100%	$0.00	$839.15	
	DIVISION 6 (978,672)											
	Temp. Enclosure at 3rd/1st & Reinstall Window	$2,954.00		$2,954.00	$1,500.00		$0.00	$1,500.00	51%	$1,454.00	$75.00	
ALLOW	Cabinetry & Wall Panels	$975,718.00	-$17,656.65	$958,061.35	$273,333.00		$0.00	$273,333.00	29%	$684,728.35	$13,666.65	
	DIVISION 7 (111,419)											
	Insulation	$79,297.00		$79,297.00	$0.00	$1,100.00	$0.00	$1,100.00	1%	$78,197.00	$55.00	

CONTINUATION SHEET

DOCUMENT G703

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Cost Code	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDER VALUE	CURRENT VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 5%	CURRENT PAYMENT DUE (RET.)
	Siding, Soffit, Fire Proofing & Insulation - East Ent.	$15,074.00		$15,074.00	$0.00		$0.00	$0.00	0%	$15,074.00	$0.00	
	Joint Sealants	$17,047.00		$17,047.00	$0.00		$0.00	$0.00	0%	$17,047.00	$0.00	
	DIVISION 8 (406,568)											
	Doors Frames Hardware	$286,871.00	$2,475.00	$289,346.00	$0.00	$45,000.00	$75,000.00	$120,000.00	41%	$169,346.00	$6,000.00	
ALLOW	Door Bottoms & Missed DR (ALLOW)	$4,500.00		$4,500.00	$0.00		$0.00	$0.00	0%	$4,500.00	$0.00	
	Aluminum Windows	$113,197.00		$113,197.00	$0.00		$0.00	$0.00	0%	$113,197.00	$0.00	
	RE-INSTALL WINDOWS	$2,000.00		$2,000.00	$0.00		$0.00	$0.00	0%	$2,000.00	$0.00	
	DIVISION 9 (3,067,051)											
	Framing/Blocking/Sheathing	$428,242.00	$5,073.75	$433,315.75	$360,989.50	$70,000.00	$0.00	$430,989.50	99%	$2,326.25	$21,549.48	
ALLOW	Added Furring (Allow)	$31,540.00		$31,540.00	$0.00	$18,000.00	$0.00	$18,000.00	57%	$13,540.00	$900.00	
	ACT Ceilings	$735,628.00		$735,628.00	$0.00		$0.00	$0.00	0%	$735,628.00	$0.00	
ALLOW	Sound Panels	$208,246.00		$208,246.00	$0.00		$0.00	$0.00	0%	$208,246.00	$0.00	
ALLOW	Interior Wood Veneer Panels	$636,480.00		$636,480.00	$20,000.00		$0.00	$20,000.00	3%	$616,480.00	$1,000.00	
ALLOW	Stone Restoration	$312,396.00		$312,396.00	$141,600.00	$6,000.00	$0.00	$147,600.00	47%	$164,796.00	$7,380.00	
	Hang Tape & Paint	$349,095.00	$10,262.34	$359,357.34	$18,000.00	$30,500.00	$0.00	$48,500.00	13%	$310,857.34	$2,425.00	
	Flooring and Ceramic Tile	$352,854.00	$63,360.00	$416,214.00	$38,800.00	$3,200.00	$0.00	$42,000.00	10%	$374,214.00	$2,100.00	
ALLOW	Floor Patch (Allow)	$12,570.00		$12,570.00	$0.00		$0.00	$0.00	0%	$12,570.00	$0.00	
	Division 10 Specialties (533,799)											
	Division 10 Specialties	$504,599.00	$18,562.50	$523,161.50	$0.00		$0.00	$0.00	0%	$523,161.50	$0.00	
ALLOW	Signage Program/Recessed Box for Mounting (Allow)	$29,200.00		$29,200.00	$0.00		$0.00	$0.00	0%	$29,200.00	$0.00	
	DIVISION 12 (152,819)											
ALLOW	Set Owner Furniture (Allow)	$14,449.00		$14,449.00	$0.00		$0.00	$0.00	0%	$14,449.00	$0.00	
ALLOW	Courtroom Benches (Allow)	$100,667.00		$100,667.00	$0.00		$0.00	$0.00	0%	$100,667.00	$0.00	
ALLOW	Veneer Padded Jury Seats (Allow)	$37,703.00		$37,703.00	$0.00		$0.00	$0.00	0%	$37,703.00	$0.00	
	DIVISION 14 (10,000)											
	Elevator Repair/Protection	$10,000.00		$10,000.00	$0.00		$0.00	$0.00	0%	$10,000.00	$0.00	
	DIVISION 21 (154,128)											
	Fire Suppression	$154,128.00		$154,128.00	$75,320.00	$29,100.00	$0.00	$104,420.00	68%	$49,708.00	$5,221.00	
	DIVISION 22 (351,450)											
	Plumbing	$351,450.00		$351,450.00	$92,200.00	$60,000.00	$0.00	$152,200.00	43%	$199,250.00	$7,610.00	
	DIVISION 23 (871,545)											
	HVAC	$869,045.00	$11,004.84	$880,049.84	$300,000.00	$146,000.00	$0.00	$446,000.00	51%	$434,049.84	$22,300.00	
	Camera Ductwork	$2,500.00		$2,500.00	$0.00		$0.00	$0.00	0%	$2,500.00	$0.00	
	DIVISION 26 (1,151,905)											
	Electrical	$1,031,580.00		$1,031,580.00	$112,000.00	$87,000.00	$0.00	$199,000.00	19%	$832,580.00	$9,950.00	
ALLOW	Fire Alarm	$120,325.00		$120,325.00	$20,000.00		$0.00	$20,000.00	17%	$100,325.00	$1,000.00	
	DIVISION 32 (20,000)											

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	Exterior Improvements	$20,000.00		$20,000.00	$0.00		$0.00	$0.00	0%	$20,000.00	$0.00	
				$0.00	$0.00		$0.00	$0.00	0%	$0.00	$0.00	
	GC/CM FEE (4%)	$348,263.00	$60,598.76	$408,861.76	$98,649.06	$21,594.00	$0.00	$120,243.06	29%	$288,618.70	$6,012.15	
	1% TAX	$87,066.00	$20,311.67	$107,377.67	$25,342.00	$5,668.00	$0.00	$31,010.00	29%	$76,367.67	$1,550.50	
	GRAND TOTALS	**$10,527,238.00**	**$210,532.00**	**$10,737,770.00**	**$2,618,550.55**	**$567,112.00**	**$75,000.00**	**$3,260,662.55**	**30%**	**$7,477,107.45**	**$163,033.13**	**$0.00**

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

SLETTEN

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from **YELLOWSTONE COUNTY**
MAKER OF CHECK

in the sum of **$603,906.34** payable to Sletten Construction Company
AMOUNT OF CHECK PAYEE(S) OF CHECK

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

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

YELLOWSTONE COUNTY through **10/31/2026**
YOUR CUSTOMER DATE

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

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

Dated: **10/26/2026**

Sletten Construction Company
COMPANY NAME

By: _____
CLIFF GARNESS, Project Manager

Level 3

Labor	SubSection	Total Hrs	Rate	Total
FOREMAN SUPERVISION	ALL	2.00	115.88	$231.76
Interior Framing: Layout	L3	2.00	81.82	$163.64
Interior Framing: Walls	L3	21.00	81.82	$1,718.22
			Total Labor	**$2,113.62**

Material	SubSection	Size	Quantity	UOM	Unit Price	Total
METAL FRAMING	L3	10'	49.00	PCS	.9607 LF	$470.74
					Total Material	**$470.74**

Detail Notes: **Level 3: Furred walls at exterior walls in District Courtroom 2 and 1 not previously shown.**

Subtotal for Detail **$2,584.36**

Level 1

Labor	SubSection	Total Hrs	Rate	Total
FOREMAN SUPERVISION	ALL	7.00	115.88	$811.16
Interior Framing: Layout	L1	4.00	81.82	$327.28
Interior Framing: Walls	L1	62.00	81.82	$5,072.84
Exterior Framing: Walls (Ponywall Supports)	L1	12.00	81.82	$981.84
			Total Labor	**$7,193.12**

Material	SubSection	Size	Quantity	UOM	Unit Price	Total
STUD-PONYWALL SUPPORT 34"	L1	1	16.00	EA	195.00 EA	$3,120.00
METAL FRAMING	L1	10'	155.00	PCS	.9607 LF	$1,489.09
					Total Material	**$4,609.09**

Detail Notes: **- Added walls around Transaction Lobby Counter: Pony Walls, A-2 Walls, and Furred B-2 Walls. Not previously indicated in drawings.**

- Furred walls at exterior walls in Courtroom 1 not previously shown.

Subtotal for Detail **$11,802.21**

Total Miscellaneous Charges	Total
SMALL TOOLS 3%	$279.20
SAFETY 2%	$186.13
Total Miscellaneous Charges	**$465.33**

Total Other Equipment Charges	Total
EQUIPMENT RENTAL 4.5%	$668.34
Total Other Equipment Charges	**$668.34**

Total Other Labor Charges	Total
CLEANUP, MOBILIZATION, DELIVERY/STOCKING 10%	$930.67

26049 **Jul 27, 2026** **SESS-00001**

Yellowstone County Courthouse Renovation

Total Other Labor Charges	Total
Total Other Labor Charges	**$930.67**

Labor Total:	**$10,237.41**	
Material Total:	**$5,079.83**	
Sub Trade Total:	**$0.00**	
Cleanup Total:	**$0.00**	
Equipment Total:	**$668.34**	
Misc. Total:	**$465.33**	
Sub Total:	**$16,450.91**	
Markup:	**$2,467.64**	15.00%
Total:	**$18,918.55**	

Sub's Comments: This proposal is priced with the understanding that all Framing and GWB will be installed and firetaped prior to Mechanical and Electrical work, if applicable. Any existing Mechanical and Electrical items must be removed before this extra work begins. If this work proceeds in a sequence other than defined above, there will be additional impact and other costs to the extra work and potentially the original contract work, as well as a possible impact to the schedule necessitating the need for a further time extension.

This proposal does not include any amount for changes in the sequence of work, delays, disruptions, rescheduling, extended home office overhead, schedule acceleration, and / or impact costs. The right is expressly reserved to make claim for any or all of these and related items of cost, in accordance with the provisions of the Contract, prior to the final settlement of this Contract. Sessler reserves and does not waive all of its rights regarding prior notices and claims.

A notice to proceed, a CCD or a signed change order for this work will indicate acceptance of the above pricing and conditions. This additional work will extend durations at this area of the building. The additional work may affect the critical path.

B.O.C.C. Regular 2. d.

Meeting Date: 11/24/2026

Title: Change Order #1 - Knife River- Metra Bench Boulevard Exit Project

Submitted By: Jared Gavin

TOPIC:

Change Order #1 - Knife River - Metra Bench Boulevard Exit Project

BACKGROUND:

Knife River is requesting Commissioners' approval for a change order with WWC Engineering for the Metra Bench Boulevard Exit Project to include additional asphalt paving and the removal of the fencing and gates. Removal of the fence and gate bid item will deduct $16,269.00 resulting in a net decrease of $3,990.00 with no change to contract times. The total amount of the change order is $12,279.00 with a new contract amount including the change order of $101,065.00. The original contract amount is $88,786.00. There are enough funds in the project budget to cover this change.

RECOMMENDED ACTION:

Approve the change order and return a copy to Metra.

Attachments

Knife River Change Order #1

CHANGE ORDER NO.: 1

Owner: Yellowstone County, MT
Engineer: WWC Engineering
Contractor: Knife River
Project: Metra Bench Boulevard Exit
Date Issued: November 13, 2026

Owner's Project No.:
Engineer's Project No.: 2026-417
Contractor's Project No.:

Effective Date of CO: November 13, 2026

The Contract is modified as follows upon execution of this Change Order:

Description: Add 206 SY of asphalt paving, including excavation, gravel, geogrid, and asphalt. Remove fencing and gates under Bid Items 117-119 in their entirety

- Additional Asphalt Paving – Add $12,279.00
- Fence and Gate Bid Item Removal #117-119 – Deduct $16,269.00

Attachments: CO #1 REVISED

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: **$88,786.00**	Original Contract Times: Substantial Completion: 45 days Ready for final payment: 60 days
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. : $NA	**[Increase] [Decrease]** from previously approved Change Orders No. to No. : Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order: **$88,786.00**	Contract Times prior to this Change Order: Substantial Completion: 45 days Ready for final payment: 60 days
[Decrease] this Change Order: $3,990.00	**[Increase] [Decrease]** this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: **$84,796.00**	Contract Times with all approved Change Orders: Substantial Completion: 45 days Ready for final payment: 60 days

Recommended by Engineer (if required)	Accepted by Contractor
By: Greg Reid, P.E.	Grant Clingingsmith Digitally signed by Grant Clingingsmith Date: 2026.11.16 07:59:21 -07'00'
Title: Project Manager	
Date: 11/13/2026	
Authorized by Owner	Approved by Funding Agency (if applicable)
By:	
Title:	
Date:	

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CHANGE ORDER REQUEST

Knife River - Billings
PO Box 80066
Billings, MT 59108

(406) 651-2500
(406) 655-2009

Date: October 7th, 2026

Owner: WWC/Metra Park

Project Name: MetraPark/Bench Blvd Exit

Change Order Number: 1 REV

Original Contract Date: TBD

Work Change:

Added 206 SY of asphalt paving. Includes excavation, gravel, geogrid, and asphalt. - ADD $12,279.00

Total = $12,279.00

TOTAL = $12,279.00 (round to nearest whole dollar)

.

Original Contract Sum:	$88,786.00
Net amount of previous change orders:	$0.00
Total original contract amount plus or minus change orders:	$88,786.00
Total amount of this change order:	$12,279.00
New contract amount including this change order:	$101,065.00

Contactor:	**Owner**
Knife River	WWC/MetraPark
PO Box 80066	550 S 24th St. W Ste 201
Billings MT 59108	Billings MT 59102
By:	By:
Date:	Date:

B.O.C.C. Regular 2. e.
Meeting Date: 11/24/2026
Title: Bond for Lost Warrant
Submitted By: Anna Ullom, Senior Accountant

TOPIC:
Bond for Lost Warrant

BACKGROUND:
Bond for lost warrant on lost/stale dated check, returned signed and notarized.

RECOMMENDED ACTION:
Approve reissue.

Attachments
Bond for Lost Warrant

BOND FOR LOST WARRANT

NOV 19 2026
FILED JUSTICE COURT

On July 23, 2026 Yellowstone County issued a warrant numbered 25397 to Tonya Horine (Principal) in the amount of $620.00. The warrant was drawn in payment of a bond refund on case# TK-2026-2787. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of $620.00 to replace the lost or destroyed warrant.

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

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is $1240.00 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Tonya Horine
Principal Signature

7 Alderson Ave #2
Mailing Address for replacement check

Billings MT 59101
City, State Zip

State of Montana)
: (seal/stamp)
County of Yellowstone)

This instrument was acknowledged before me on this 18th day of November, 2026

by Tonya From.

Rachel Murphy
Notary Signature

(NOTARIAL SEAL/STAMP)

RACHEL MURPHY
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
September 20, 2030

APPROVED:

Chair, Board of County Commissioners

Date

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

RACHEL MURPHY
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
September 20, 2030

SEAL

B.O.C.C. Regular 2. f.

Meeting Date: 11/24/2026

Title: Noxious Weed Grant Extension - Two Moon Park

Submitted For: Russell Burton, Comptroller Submitted By: Russell Burton, Comptroller

TOPIC:

Noxious Weed Grant Extension - Two Moon Park

BACKGROUND:

The Montana Department of Agriculture has agreed to a 1 year extension of the "Two Moon Park Native Plant Revegetation & Noxious Weed Prevention" Grant. The grant has been extended to October 31, 2027 (from Oct 31, 2026). The extension is warranted to allow more time to obtain the proper plant material; extension office has faced difficulty obtaining.

RECOMMENDED ACTION:

Approve

Attachments

Noxious Weed Grant Extension - Two Moon Park

Docusign Envelope ID: C5EF51F5-9640-8160-8228-09CDAE9C9707

NOXIOUS WEED TRUST FUND PROJECT
SUPPLEMENTAL AGREEMENT
GRANT AGREEMENT NUMBER MDA 2025-06
TWO MOON PARK NATIVE PLANT REVEGETATION AND NOXIOUS WEED PREVENTION

Supplemental Agreement entered into, by and between, the Montana Department of Agriculture, the "Department", and Yellowstone County Extension, "Project Funding Recipient".

By consent of all parties, that agreement entitled MDA 2025-06 Two Moon Park Native Plant Revegetation and Noxious Weed Prevention, entered into on 6/23/2025 between the Department and Project Funding Recipient is modified, altered, and changed in the following respects only: (New matter is underlined, old matter is interlined).

2. Term: The term shall be from the date specified in this agreement to ~~October 31, 2026~~ October 31, 2027 unless otherwise terminated pursuant to Section 20 entitled "Termination".

This extension will allow grantee who is currently facing issues acquiring the desired plant material for the revegetation portion of this project, and in acquiring the student data from the high school and college groups who came and surveyed the project site, to complete grant tasks and objectives.

It is to be understood that this agreement shall in no way act as a waiver of any of the conditions and obligations imposed upon the parties by virtue of the original contract executed between them and any rights which either of the parties may have by virtue of such original contract are to be considered in full force and effect unless modified by this supplemental agreement.

This agreement shall become effective upon the date of the last signature of all parties indicating acceptance and agreement to the terms and conditions.

BY:	Extension Agent Anthony Sammartano	11/18/2026
Signature	Printed Name & Title	Date
BY:	RUSSELL BURTON COMPTROLLER	11/19/26
Signature	Printed Name & Title	Date
BY:		
Signature	Printed Name & Title	Date

Montana Department of Agriculture

Signed by: Jasmine Chaffee AEGEDF8011171170 Date October 26, 2026	DocuSigned by: Ian Foley 1B0DC0CDBB10424... Date October 26, 2026
Jasmine Chaffee, Manager Noxious Weed Program	Ian Foley, Administrator Agricultural Sciences Division

B.O.C.C. Regular
Meeting Date: 11/24/2026
Title: PARS
Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - Justice Court - 1 Appointment; **County Attorney** - 2 Appointments; **Finance** - 1 Salary & Other; **Detention Facility** - 1 Termination

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS

Yellowstone County Commissioners
RECEIVED
NOV 1[illegible] 2026

Hire/Personnel Action Form

Employee Information

Employee
Destiny Lave

Hire Information

Position Details
Senior Justice Court Clerk (D) (3016)

Person ID
58356553

Department
Justice Court

Division
N/A

Hire Req#
202600477

Job Class
Senior Justice Court Clerk (D)

Job Class#
3016

Job Type
Promotional

Pay Rate
$21.24

HireDate
11/16/26

Hire/Personnel Action Form

Destiny Lave

Comments

Funding number: 1000.000.121.410340.111
Percentage: 100%
Starting wage: $21.24 per hour
Start Date: 11/16/26
Replacing: Senior Clerk- Civil Department (formerly Audrey Mann)
Full Time/40 hrs a week
Promotion from part-time clerk to full-time Senior Clerk, going up one grade. Previous wage was $19.30

Approvals

HUMAN RESOURCES	Kevin Gillen	11/16/26 11:19 AM
FINANCE	JENNIFER JONES	11/16/26 11:26 AM

Commissioners Action

	Approve	Disapprove
Chair	MH	
Member	MTW	
Member		

Yellowstone County Commissioners
RECEIVED
NOV 18 2026

Hire/Personnel Action Form

Employee Information

Employee
Jake Yerger

Hire Information

Position Details Chief Criminal Litigator (L) (3076)	Hire Req# 202600478	Job Type Appointed
Person ID 69522310	Job Class Chief Criminal Litigator (L)	Pay Rate $134,242.92
Department County Attorney's Office	Job Class# 3076	HireDate 12/1/26
Division N/A		

Comments

2301.122.411100.111 100% Replaces Arielle Dean

Approvals

HUMAN RESOURCES	Kevin Gillen	11/18/26 12:02 PM
FINANCE	Jared Gavin	11/18/26 12:06 PM

Commissioners Action

	Approve	Disapprove
Chair	MH	
Member	MTW	
Member		

Yellowstone County Commissioners
RECEIVED
NOV 18 2026

Hire/Personnel Action Form

Employee Information

Employee
Sheila DeVries

Hire Information

Position Details
Discovery Coordinator (F) (3062)

Person ID
69422817

Department
County Attorney's Office

Division
N/A

Hire Req#
202600476

Job Class
Discovery Coordinator (F)

Job Class#
3062

Job Type
Full-Time Regular

Pay Rate
$26.85

HireDate
12/1/26

Comments

2301.122.411100.111 Wage is per the MOU in the CBA replaces vacant Legal Asst. position

Approvals

HUMAN RESOURCES	Kevin Gillen	11/18/26 8:00 AM
FINANCE	JENNIFER JONES	11/18/26 8:03 AM

Commissioners Action
Approve Disapprove

Chair MH
Member MTN
Member

Yellowstone County Commissioners
RECEIVED
NOV 18 2026

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT
Section 1

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

Name: Jared Gavin

Effective Date: 12.1.26

Current Title: PA

Gr. J Salary $ 85,000 5% Add. Duties $89,250.00

Title Change: _____

Gr. ____ Salary $ _____

Check as Applicable:

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

Funding: 1000 - 111 - 410510 - 111 Percent 100% New Account ___

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

Elected Official/Department Head

11.16.26
Date

Section 2

Human Resources:

Note: _____

Director Date

H.R. Comments:

_____

_____

Date entered in payroll _____

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

Finance:

Note: 5% Add'l mngmt duties

Director 11.16.26
Date

Commissioner's Action

	Approve	Disapprove
Chair	MM	___
Member		___
Member		___

revised 02/13

Yellowstone County Commissioners
RECEIVED
NOV 18 2026

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT
Section 1

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

---

Name: Madyson Lopez

Effective Date: 11/09/2026

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 ___

D Smith

Elected Official/Department Head

11/10/2026

Date

Section 2

Human Resources:

Note: _____

Keen Iddon 11-16-26

Director Date

H.R. Comments:

_____

_____

Date entered in payroll _____

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

Finance:

Note: _____

Jan Jones 11.17.26

Director Date

Commissioner's Action

	Approve	Disapprove
Chair	MH	___
Member	MTH	___
Member		___

revised 02/13

B.O.C.C. Regular
Meeting Date: 11/24/2026
Title: Board Minutes
Submitted By: Teri Reitz, Board Clerk

TOPIC:
Board Minutes - Yellowstone Conservation District Board Minutes - September 2026

BACKGROUND:
See attached.

RECOMMENDED ACTION:
Place to file.

Attachments
Conservation Board District Minutes

YELLOWSTONE CONSERVATION DISTRICT
PO Box 80088, Billings MT 59108 1670 48th St. W Suite 2, Billings, MT 59106
Phone: 406.690.9326 email: livie@mt.gov

YELLOWSTONE CONSERVATION DISTRICT
Board Meeting Minutes
September 15, 2026
1670 48th St. West Suite #2, Billings MT 59106
1:15 pm

BOARD MEMBERS PRESENT: Chad Sedgwick – Chair, Brad Kraft – Vice-Chair, Jackie Haaland, Bryan Mothershead, Stacey Robinson

BOARD MEMBERS ABSENT: Leroy Gabel

NON-BOARD PRESENT: LaVerne Ivie - YCD; Chris White– Yellowstone Co. Commissioner; Steve Williams – Yellowstone County Attorney; Seanna Torske, Zoe Craft – NRCS; Demi Blythe – FWP; Ronni Tallerico, Yell. Co. Floodplain; Michelle Yeager - DNRC; Joe Lockwood - Yellowstone Co. Weed District; Myrna Lastusky – Beartooth RC&D; Gavin Woltjer – Billings Parks, Rec & Public Lands
Virtually: Mary Hendrix, DNRC; Carolyn Siever, YRPA
310 representatives: Robbie Neihart
Public: Cindy & Richard Burton

Chair Sedgwick called the meeting to order at 1:15 pm

Roll Call - After the introductions, Sedgwick informed attendees: All issues will be addressed to the Chair; public comments are always welcome but wait until the issue is addressed on the agenda, ask to be recognized by the chair and then limit comments_to 3 minutes; no action will be taken on any item not on the agenda.

Agenda Changes: None

Minutes:

- Mothershead made a motion to approve the Minutes from July 7, 2026, Public Hearing to adopt the new wording for YCD's 310 Model Rules as drafted by DNRC, second by Haaland, motion passed.
- Robinson made a motion to approve the Minutes from the Public Hearing for Brandon Keller's Yellowstone River Water Reservation authorization, second by Mothershead, motion passed.
- Kraft made a motion to approve July 7, 2026, Minutes as written and reviewed, second by Robinson, motion passed.

Board member absences: Mothershead made a motion to approve Leroy Gabel's absence from today's meeting, second by Haaland, motion passed.

310's .

- **Applications, Emergencies, Complaints & Violations:**
  - **YE-21-26 – Kyle Clardy, Blue Creek** – No word from Clardy whether he removed the beaver dam or not. Haaland travels that road frequently and will drive by to confirm current situation.
  - **YE—04-27 – Billings Bench Water Association, Yellowstone River** – modification to previously approved headgate installation permit that called for a dirt coffer dam in the river. The new plan is for sheet metal piling instead of the dirt berm. Board decision: Robinson made a motion to approve modification from the dirt berm to sheet metal piling, second by Mothershead, motion passed.
  - **YE-02-26 – Andrew Hyams, tributary to Duck Creek –**
  - **YE-03-27 – Gordon Anderson, upland drainage ravine of 5 Mile Creek -**
  - **Huntley Project Irrigation District upper YR intake discussion** – Sedgwick reported that the HPID manager had asked him to inspect the current gravel buildup in front of the HPID upstream intake/headgate. Future

work may include removal of the gravel bar; however, this work is not anticipated to occur this fall. Sedgwick wanted to make the Board aware of the developing issue and potential need for future action.

- **Complaint: YE-01-27-C – Donna & Patrick Patterson** – FWP submitted a complaint regarding what they observed to be unpermitted activity in the Yellowstone River. After reviewing the complaint and accompanying photographs, the YCD Board determined that the complaint was valid and scheduled an inspection for September 23.

- **Other 310 Issues & Projects**
  - **Yellowstone River CD Council** – next meeting will be held in Billings, Oct. 16th in the FWP conference room.
  - **310 Law Civil Penalty discussion** – A group of Montana Conservation Districts has developed a draft proposal to modernize the civil fine provisions of the 310 Law. Supervisors and Attorney Williams reviewed the draft and identified the following areas that need further clarification. These comments will be forwarded to Gallatin Conservation District:
    - Establish a firm deadline, such as 90 days, for compliance or completion of the required process.
    - Establish a specific dollar amount or range for the civil fine.
    - Provide additional details regarding how penalties will be calculated.
    - Address enforcement measures to ensure there is a mechanism for follow-through after a fine has been levied.
- **Old Business**
  - **FY27 APO** – Supervisors had no further edits to the draft presented in July. Mothershead made a motion to adopt the final version as YCD's FY27 APO, seconded by Kraft. Motion passed.

- **New Business**
  - **Appointment to Laurel City Planning Board** – Kraft was asked and agreed to represent YCD on the Laurel Planning Board. Robinson made a motion to appoint Kraft as YCD's representative on the planning board, seconded by Haaland. Motion passed.
  - **Purchase of noxious weed roll-up banner** – Mothershead made a motion to approve $133.50 to purchase the banner, second by Robinson, motion passed.
- **Treasurer's Report**
  - **T-Report**: Kraft made a motion to accept the July and August Treasurer's reports as submitted and reviewed, second by Mothershead, motion passed.
  - **DNRC 310 funds**: Robinson made a motion for YCD to request 310 reimbursement funds from DNRC, second by Mothershead, motion passed.
  - **Dues & Donations requests:**
    - **RMC Yellowstone River Cleanup 2026 project** – Carolyn Siever provided a report on this year's cleanup activities. Mothershead made a motion to donate $500 towards this years cleanup efforts, second by Haaland, motion passed.
  - **Travel & Meetings:** MACD Area 4 meeting, Oct. 6th in Joliet. Supervisors were provided the information and Mothershead and Haaland indicated they be able to attend.

Standing Committee Reports

- **YR Water Reservation applications:**
  - Double L Ranch – still does not have clear title to all the land included in their water reservation application.
  - Wade Keller – authorization approved today during the Public Hearing
  - Mill Creek Farm – per Mary Hendrix – this application is pending evaluation after the Keller applications are completed.
- **Westend Reservoirs – Gavin Woltjer, Billings City Parks,Rec & Public Lands Director** presented updates on the reservoir project, explaining that while the initial $13 million proposal was too expensive, they are now

working on a scaled-down version with potential recreational amenities, and seeking support from various agencies and stakeholders. YCD reiterated support of the project as stated in the YCD/City of Billings MOU.

Partner/Agency Reports

- **YCD Administrator Report** – sent to Supervisors prior to the meeting.
- **Partner Biologist Report** – unable to attend meeting
- **Army Corps of Engineers** – unable to attend meeting
- **Beartooth RC&D** – Mothershead reported he, Kraft Robinson and Ivie attended the annual meeting. He introduced employee Myrna Lastusky and thanked her for attending today's meeting. She reported a new director has been hired.
- **DNRC** – no updates
- **Fish, Wildlife & Parks** – Demi Blythe
  - Yellowstone River Sampling: Crews have been out near Voyager's Rest completing the fall Sauger population monitoring
  - Stream Permitting: City of Billings 124 – BBWA Headgate Replacement – set to issue SPA 124 permit for this project by this week.
  - 310s: Demi attended the Duck Creek bridge 310, no major concerns; Would have liked to make the 5 Mile Creek 310 – culvert crossings are an increasing issue for prairie streams, even in ephemeral drainages
  - YRCDC: Regional staff expect to attend the upcoming October meeting for the YRCDC; Discussions about forming a watershed group for this region/portion of the Yellowstone River
  - Other: Working on setting up a meeting with partners to discuss the Huntley Diversion fish bypass – need to update structure and may have Natural Resource Damage Program funding to do so, but dependent on partner discussions

- **NRCS – Seanna Torske & Zoe Craft** –
  - NRCS Active Contracts – Our active EQIP contracts are working on getting practices installed. From pivots, to stockwater lines, virtual fence grazing, and soil health testing.
  - Deadline for CSP records for 2026 to be turned into NRCS: September 30th, 2026.
  - FY27 Program Applications- We are accepting applications for FY27 funding, the deadline for program applications is October 2nd, 2026.
  - July 10th, 2026 – Soil Painting with Billing Public Library -- MT Soil & Water Conservation Society sponsored soil painting kits for the event, they are made with soil collected across the state of Montana that you can mix with clear acrylic paint to be able to make art with soil. The library provided canvases, easels, and paintbrushes. Discussed soil and how different forming factors can change the color of soil. Showed a soil map of the US with colors mapped of the soil in the US and discussed how a Munsell soil color book is used in the field by soil scientists.
  - August 20th – Soil Your Undies Follow Up Event (Soil Texturing, Soil Microscope) -- Had 10 students bring back their harvested underwear for display at the library. Northern Resource Council couldn't attend, but Billings Parks Department came and shared information about their composting program. Nick Miller showcased different stages of compost, and we were able to look at those under the microscope. Families were able to learn more about soil, soil health, and get an opportunity to texture soil or use the microscope.
  - September 10th, 2026 – MT Forest Stewardship Billings Presentation -- Helped MSU Extension with their forest stewardship course held in Billings. Presented on range management and understory grazing in forests. Helped guide participants through developing their inventory plan. Each participant will complete their inventory and return this coming Friday (Sept 18th) to review and develop a management plan for their individual property.

- **Yellowstone County**

- **Yellowstone County Commission** – Commissioner White reiterated the importance of advancing the jail safety initiatives, as previously discussed at YCD meetings. He invited anyone interested in touring the jail to observe the current conditions to contact him, and he will make the necessary arrangements.
- **Yellowstone Co. Extension** – Sammartano emailed this report:
  - Lots of reports of Japanese beetles causing problems for home gardeners all around Billings this summer. We are working to help to continue to educate the public on how best to manage these seasonal pests.
  - Hosted a Seed Saving Workshop at the library on 9/12, had over 60 people in attendance.
  - Currently hosting a forestry workshop to assist landowners with timber on their property. The workshop will provide landowners with the tool to analyze and inventory their landscape so that way they can take appropriate management actions to meet their landscape goals.
  - Preparing to clear 20 acres or Russian Olive and Common Buckthorn from Two Moon Park within the next month. Heavy machinery will be used to grind up the woody invasive species. For those interested in taking a tour of the project site to watch the contractor work, please contact me at anthony.sammartano@montana.edu.
  - November 7th will be a large community volunteer day at Two Moon Park. We will be educating the public about the work being done and allowing volunteers to help in replanting the area. All are invited to attend.
  - Our Family and Consumer Science Agent, Erin Gregory, is hosting beginner and intermediate canning classes on September 26th, from 9am - 11:30am. The class is $10 and will fill up quickly. To register, please call Erin at 406-256-2828 or use this link to register:
- **Yellowstone Co. Floodplain** – Ronni Tallerico issued an Emergency Notification for Mary Street and 5 Mile Creek Bridge – they will submit a Joint Application. Also issued Andrew Hyam's Floodplain Permit.
- **Yellowstone Co. Weed Department** – Joe Lockwood
  - Salt Cedar cleanup will focus on areas around the Billings Motorcycle Club property and east Laurel. The hope is to proceed further than the Bundy Bridge.
  - Two Moon Park weed massification project: Sammartano will seed 18 acres with native plants.
  - County roads: 2 seasonals left and their main job is chasing Canada Thistle on roadways.
- **Yellowstone River Parks Association** – Carolyn Siever no additional report beyond the YR cleanup.

- **Unscheduled Matters**: none
- **Public comments** – none
- **Next YCD Board Meeting** – October 14, 2026 Mothershead motion to adjourn the meeting at 2:35 pm

Chad Sedgwick, Chair **LaVerne Ivie, YCD Administrator**

B.O.C.C. Regular
Meeting Date: 11/24/2026
Title: Board Minutes
Submitted By: Erika Guy

TOPIC:
Board Minutes - County Water District of Billings Heights Minutes

BACKGROUND:
See Attached

RECOMMENDED ACTION:
File

Attachments
11.10.26
10.21.26

COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

Emergency Meeting Minutes

Tuesday, November 10, 2026

Board Room, County Water District of Billings Heights, 1540 Popelka Dr.

The Emergency meeting was held at the Law offices of Felt Martin Frazier & Weldon. The meeting was opened with the Pledge of Allegiance led by Martin Smith. President Essmann called the meeting to order and asked the Board Secretary to call the roll. Directors Ellis, Erpenbach, Ewalt, Graves, Kary and President Essmann were present and a quorum was established. Also in attendance were General Manager Oborn, Board Secretary Bakker, and Martin Smith. Zach Welton and MR joined via Zoom Link. President Essmann read the President's Remarks on Conduct of Meeting and asked if any members of the public wished to make a comment. No comments were offered.

Agenda

Director Graves moved to approve the agenda, Director Ewalt seconded, and the agenda passed unanimously.

Old Business

Update from Meter Committee on RFP Process

Director Ewalt reported that Request for Proposal (RFP) had been sent out and published in the Yellowstone County News. They received responses from Neptune, Nexus and Kamstrup. The committee responded to the questions posed by the responding companies. Director Ellis asked if the RFP had been published on the State RFP site? President Essmann asked that Director Ellis forward the link for the site to the GM.

Director Ellis asked if the Operations Manager position had been posted on the American Water Works Association (AWWA) site. As membership is required to be able to post positions, it was requested that GM Oborn inquire about transferring an existing membership of a former employee be transferred to the GM.

Update from GM on Plan for responding to customer service issues

GM Oborn gave a report to the Board regarding some customer service issues with the prompt response to service requests. There have been delays in responding to inquiries and a temporary employee has been hired to assist the Water clerk and improve response times. Additionally, customers will leave messages on multiple voicemails and response times are delayed when staff try to see if anyone has responded. President Essmann requested that a single voicemail be used for customer service requests to streamline the process and create a system for accountability.

1. **New Business**

Consideration of Contract to Provide Security to District Facilities

GM Oborn reported that the Lock Doctor had sent a proposal that offered two options for securing the District offices and the doors at the storage tanks and pump stations.

Option 1: All building door locks (8) to be restricted keys $3290.00
Option 2: All building door locks (8) to be Electronic access. All padlocks to be restricted keys $9790.00

Director Ewalt asked if the proposals cover all the District's properties. Director Kary made a motion to approve Option 1 for $3290. No second was offered. Director Ellis stated that she would vote no on that option as it didn't have the ability to track access to those sites and to turn off access when needed. Director Erpenbach commented that card access or phone app access prevent unauthorized access to the facilities.

President Essmann made a substitute motion to approve Option 2 that includes electronic access. Director Erpenbach seconded the motion. During the public comment period, Zach Welton expressed his agreement with the electronic access option.

Director Ewalt asked where the electronic keypads would be installed. GM Oborn replied that they would be installed on any physical door. Director Kary commented if the locations would have cameras installed and if that was the case the electronic keys would be needed. GM Oborn replied that cameras were not planned for those areas due to the lack of internet service at the remote sites.

President Essmann told the group that he would be voting for the electronic access. Director Ewalt offered a friendly amendment to the substitute motion so that if electronic locks were installed, cameras would not be installed. Director Kary seconded the motion, and the amendment was accepted by President Essmann. President Essmann requested a roll call vote. The motion passed 5 to 1, with Director Kary voting no.

President Essmann concluded the public access to the meeting, explaining that the portion of the meeting would be closed to the public under MCA 2-3-112 to deal with an emergency issue affecting the public health, welfare, or safety as well as involving a district decision that must be made to protect the interests of the district.

In addition, the meeting will be closed to the public because the chair has determined that the individual privacy rights of District employees, including information and reports about workplace conduct are involved, and such rights outweigh the merits of public disclosure. The closed session will be fact gathering only and all deliberations and decisions made based on the facts will be done in open session later.

Carolyn B. Bakker

Carolyn B. Bakker, Board Secretary

COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

Board Meeting Minutes

Wednesday, October 21, 2026, 6 pm

Board Room, County Water District of Billings Heights, 1540 Popelka Dr.

The meeting was opened with the Pledge of Allegiance led by Director Ewalt and called to order at 6 pm by President Essmann. Secretary Bakker called the roll. Directors Ellis, Ewalt, Erpenbach, Graves, Kary and President Essmann being present and a quorum was established.

Also in attendance were General Manager Oborn, Board Secretary Bakker. Guests in attendance were Evelyn Pyburn of the Yellowstone County News, Mark Koerber, and Roy Neece. Since the guests in attendance had all attended Board meetings, President Essmann dispensed with the Conduct of the meeting remarks. He asked if there were any public comments and none were offered.

Approval of Agenda:

Director Kary made the motion to approve the agenda. Director Ewalt seconded the motion. No discussion was offered and the motion passed unanimously.

Approval of Minutes:

Director Ellis made the motion to approve the minutes for the September 16, 2026, Board meeting and the September 22, 2026, Special Meeting. The motion was seconded by Director Erpenbach. The motion was passed unanimously.

Manager's Report:

General Manager Oborn gave updates on the various projects that he had been working on over the past month.

He reported that the outsourcing of the utility billing to Black Mountain Systems (BMS) was progressing and showed a sample of the new billing format. The new bills will be full-size paper that allows for more information to be provided to the consumer. Director Ellis recommended that the bills be itemized to show the water usage, meter charge and line repair fee. President Essmann agreed with the recommendation and asked that the format change be applied as soon as possible so that it doesn't appear to be an increase. The new layout includes an "Important Information" section that can be used to highlight information for the customer. Director Ewalt mentioned that having that section printed in a different color would help draw attention to it. The format also includes a usage info chart. Director Ewalt suggested a bar graph might be easier to read. GM Oborn said he would contact BMS to see if those suggestions could be made in time for the upcoming billing period.

To reduce the number of non-reporting meters, the staff has been working on changing out the failing meters. There are about 90 meters that are not reporting and the customer is getting estimated bills. Twenty meters have been replaced. President Essmann expressed his concern that they could not get more changed out. GM Oborn reported that most days he is short staff. In the last two weeks there was only one day that all 3 three operators were in attendance.

GM Oborn reported on the progress in moving the back-office functions such as bank reconciliations and general ledger to BMS. He reported that they are in the process of catching up the bank

reconciliations and helping to get the accounts balanced. They are getting bank statements reconciled and helping to get the accounts balanced. President Essmann noted that they need to finish the FY 25-26 before they can start the current fiscal year. GM Oborn expressed his appreciation for the BMS's staff's expertise.

GM Oborn reported on that the funds from the maturing CD's are being transferred in the STIP accounts.

GM Oborn suggested exploring the option of charging the City of Billing for the service of sending meter reads so they can use the information in calculation of the sewer bills for District customers. President Essmann suggested addressing that at a different time.

GM Oborn told the group that East Wicks project is scheduled to go before the Billings City Council at their October 26 meeting. Essmann asked if we have any idea of what the cost to the district would be. Director Ewalt told the group that we won't know until it goes out to bid. Director Ellis asked if it would be cost savings to get the bids sooner than later. Director Ewalt explained that the timing isn't going to save money, as the bid is based on when the work is expected to be done.

GM Oborn updated the group on the building security projects he is pursing. The key upgrade is underway using MT Lock Doctor. He has received three bids for the installation of security cameras and is also getting bids on a fire alarm system. He advised the board that the $45,000 that the Board had previously approved may not be enough.

He reported that the non-revenue water was down by- 12.2% and within goal. That number may go up as the result of the recent leak on Agate.

Director Ewalt told GM Oborn that the Pony Drive repair still has gravel in the street, and the weather is starting to get cold, so the asphalt plants will be shutting down. Director Graves mentioned other areas that need repair. President Essmann recommended that leaks don't be considered complete until the patch is complete.

Director Ellis raised a question regarding meters being shut off for non-payment of bills. She asked if the notices had been sent out. She reminded the GM that the shut offs are required by law to be done between 9- noon. GM Oborn stated that he and Assistant Manager Simpson are working on getting a plan for the shut offs. There are 318 late notices in September and 320 in October. Many of the people will pay when they receive late notice, so that will reduce the number of shut offs being scheduled.

Director Ellis made motion that the District doesn't shut off water on any meter that isn't working and the customer is getting estimates. Director Erpenbach second the motion. President Essmann added that if the staff can't get the meters changed out in a timely manner, that hiring an outside company might be in order.

Director Kary offered an amendment to add a late fee to those bills. No second was offered. President Essmann requested a roll call vote. The motion passes 4-2, with Director Graves and Kary voting no.

President Essmann made a motion to hire an outside firm to get meters replaced. Director Ewalt seconded the motion. Director Kary inquired about what the staff would be doing if the task of replacing meters was outsourced. President Essmann suggested that they exercise the hydrants and valves. The motion passed unanimously.

GM Oborn continued his report about staffing. During the prior period, one Water Operator quit without notice. He reported that he has implemented morning staff meetings and has the staff concentrating on meter replacements. He is also implementing a procedure to better track vacation/leave time accrual.

Secretary Bakker was asked to give the group an update on the migration to the new website. She reported that the new site is scheduled for Tuesday, October 27. She asked the Board to look for an email from her that would include a link to the new site and to reply to the email with any items that needed to be completed before approval of the launch.

President Essmann asked GM Oborn why the board isn't getting the bank statements so they can be approved? He reminded the GM that Board approval of the bank statements is a requirement in accordance with the Audit remediation letter. GM Blaine agreed to provide the statement for the next meeting.

Consent Agenda

Director Ellis made a motion to approve the STIFL and STIP statement. Director Erpenbach seconded the motion. Director Kary noted that those statements are part of the Consent Agenda and offered a substitute motion to approve the Consent Agenda. Director Ellis seconded the motion. The motion passed unanimously.

Old Business

Committee Reports

Consolidation Committee: Director Ewalt reported that the City of Billings has a new Public Works Director and is just getting settled into her new position. The committee are planning on contacting her and will have an update next month.

Employee Benefits Review- Director Kary reported that the committee met on Friday. They postponed making a proposal until the November meeting.

Banking Committee- Director Erpenbach reported that the Committee interviewed two banks. They recommended going with Opportunity Bank. Director Erpenbach made a motion to pass the Resolution to enter a banking relationship with Opportunity Bank. Director Ewalt second the motion. Director Ellis expressed some concern that the bank has limited experience with a government entity, she went on to say that the bank representative gave the committee some inaccurate information about investments and would be voting no. GM Oborn indicated that he wasn't planning on moving the District's investment accounts. Director Erpenbach suggested requesting a Memo of Understanding (MOU) to detail the services and related fees. Director Erpenbach amended his motion to include a MOU in the resolution. The motion as amended passed 5-1, Director Ellis voting no.

Meter Study Committee- Director Ewalt reported on the project to replace the current meters with new meters that include technology to improve meter accuracy. The Request for Proposal (RFP) is ready for distribution. They recommended adding an Automatic Leak Indicator (ALI) option to the RFP. The RFP will be mailed to the vendors and advertised for two weeks.

Director Ewalt gave the group an update on the meter that he had been testing next to the current meter. The newer meter showed a 1100-gallon difference.

Director Ewalt made a motion to pass the resolution to post and publish an RFP for a new AMI with adding ALI/AMI and to changing the reply email to Blaine.Oborn@heightswaterdistrict.com, remove the instructions about a portal. Director Kary seconded the motion. The motion passed unanimously.

Director Ewalt made a motion to have the two meters for accuracy by an independent agency using the District's equipment. Director Kary seconded the motion. independent agency using our equipment. The motion passed unanimously.

Operations Manager Job Description Committee- Director Ellis reported that the Operations Manager Job description has been completed, and that the position would be an exempt position. The salary range is $85,000- $115,000 depending on experience.

Director Ellis made the motion to approve the Resolution to adopt and advertise Operations Manager position. Director Erpenbach seconded the motion. The motion passed unanimously.

Employee Manual Committee- Director Erpenbach reported that the committee reviewed the manual and had added and subtracted some items. Changes include:

- How work hours are being reported
- Removal of comp time.
- On-call: removed 15-minute time limit for on-call
- Pay period- paychecks within 3 days of pay period
- Removed several types of leaves that didn't apply, including Family leave.
- Added a section on kitchen usage
- Changed Martin Luther King Day from a floating holiday to a specific dates
- Change Columbus Day to Columbus Day / Indigenous Peoples Day
- New hires would be under state program retirement plan

Director Erpenbach made the motion to approve the Resolution to Revise Employee Manual. Director Kary seconded the motion. Director Kary asked for clarification on the language in the Insurance/Retirement section. He asked if the language the "District may contribute" was new. Director Ellis told he that that language has been in the prior manuals. President Essmann offered a friendly amendment to the motion to strike the language after "employee" so that the District is paying only for the employees' insurance. The motion passed unanimously.

President Essmann made a motion to change the eligibility for medical insurance to after the second full month of employment. The motion was seconded by Director Ellis. Motion passed unanimously.

President Essmann made a motion to change the number of unreported absences from 3 days to 2 days in the Attendance section of the manual. Director Ellis seconded the motion. The motion passed unanimously.

President Essmann made a motion to remove the last sentence in the Montana Workers' Compensation section starting at "A light duty position will not last more than 30 full or partial working days". Director Ellis seconded the motion and the motion passed unanimously.

President Essmann made a motion to remove the Employee Manual Acknowledgement page from the manual. Director Erpenbach made a friendly amendment to change the page to an Acknowledgement of Receipt of the Manual and a box for the manager to note if the employee refuses to sign. Director Graves seconded the motion. The motion passed unanimously.

Director Ewalt made a motion to adopt the Employee Manual as amended. Director Graves seconded the motion and the motion passed unanimously.

New Business

Director Ewalt made a motion to approve the Resolution to Update Signatures on STIP. Director Erpenbach seconded the motion and the motion passed unanimously.

Director Kary made a motion to approve the Resolution to Adopt AWWA Policy on Exercising Gate Valves. Director Ellis seconded the motion. Director Ellis commented that the valves haven't been exercised and this needs to be done. The motion passed unanimously. The Board directed the General Manager to assign this project to the staff.

Items for consideration for future meetings

Policy Updated per FY Audit Corrective Action Plan
Billing City for charging for meter reading

Announcements:

Next Board Meeting: November 18, 2026

Executive Session

This portion of this meeting will be closed to the public because the chair has determined that the individual privacy rights of District employees, including information and reports about workplace conduct, and such rights outweigh the merits of public disclosure. The closed session will be fact gathering only and all deliberations and decisions made based on the facts will be done in open session.

ADJOURNMENT 8 pm

Carolyn B Bakker

Carolyn B. Bakker, Board Secretary

B.O.C.C. Regular
Meeting Date: 11/24/2026
Title: YSC budget adjustment
Submitted By: Anna Ullom, Senior Accountant

TOPIC:
YSC Budget Adjustment

BACKGROUND:
A budget adjustment will be made to the YSC fund for the jail management software system.

RECOMMENDED ACTION:
File.

Attachments
YSC - Budget Adjustment

Yellowstone County

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

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

November 19, 2026

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

Dear Board Members:

Please accept this letter as written confirmation of our department's intent on making a budget transfer within the Youth Service Center fund.

Your Policy #23-18 in Section N gives my department the authority to move up to $50,000 within a fund. This has been routinely performed over the years where unexpended needs are projected for that fund. These are then recapped during the mid-year or end of year budget process for Board approval.

This letter is intended to inform the Board of our intent to move $30,000 of budgeted expenditure authority from the Contingency account (2399.850). This authority will be going to the Software account (2399.368) to cover the jail management system.

As stated above, these changes will be listed with other transfers and adjustments given to the Board for approval via resolution.

Thank you for your time and consideration in this matter.

Sincerely,

Jennifer Jones
Finance & Budget Director

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

Meeting Date: 11/24/2026

Title: Contract with Rock Solid Excavating, Inc.

Submitted For: Monica Plecker, Public Works Director

Submitted By: Trasee Field, Senior Secretary

TOPIC:

Contract with Rock Solid Excavating Inc.

BACKGROUND:

Contract with Rock Solid Excavating, Inc. for grading 1.5 miles of Red & King Gulch Road, that portion included as part of the RSID, and procure, place and grade 3 loads of 1-1/2 in gravel in locations along the 1.5 mile stretch of roadway as identified by the Ad Hoc committee.

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 Rock Solid Excavating, Inc., herein referred to as "CONTRACTOR", whose address is P.O. Box 235, Park City, MT, 59063.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the following:

The work is generally described as: Complete the following operations once during the fall - grade 1.5 miles of Red and King Gulch Road, that portion included as part of the RSID, and procure, place, and grade 3 loads of 1-1/2-inch gravel in locations along the 1.5 mile stretch of roadway as identified by the Ad Hoc committee.

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 November 30, 2026.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of $4,500.00. CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's certificate of insurance and workers compensation coverage

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

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

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

10. INDEMNIFICATION: CONTRACTOR agrees to waive all claims and recourse against COUNTY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with incidental to CONTRACTOR's performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR shall indemnify, hold harmless and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of 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 Oct. 28 , 2026.

COUNTY:
Yellowstone County
Billings, MT 59101

Jay D. Anderosn, PE
Public Works Director

CONTRACTOR
Rock Solid Excavating, Inc.
Park City, MT 59063

CJ Baker
Owner

B.O.C.C. Regular 4. b.

Meeting Date: 11/24/2026

Title: Contracts with River Ridge Landscape Co.

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

TOPIC:

Contracts with River Ridge Landscaping Co.

BACKGROUND:

Contracts with River Ridge Landscaping Co. for snow plowing for RSID's 689, 709, 723 and 728.

RECOMMENDED ACTION:

File

Attachments

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 **River Ridge Landscape Co.**, herein referred to as "CONTRACTOR", whose address is **3223 River Rd, 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 689 – Saddleback Ridge 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 **$ 600.00 per plowing event, $ 250.00 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:
River Ridge Landscape Co.
Laurel, MT 59044

Signature

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: River Ridge Landscape

RSID Name and Number: 689 Saddleback Ridge Estates

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)

$ 600.00 **/EACH** **(N/A if Will-Call Service Selection)**

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

$ 250.00 **/HR** **Minimum Hourly Rate (Flat Fee or Min Hrs) $** _____ **/LS or** NA **HRS**

MAILING ADDRESS: 3223 River Rd

CITY, STATE, ZIP CODE: Laurel MT 59044

TELEPHONE NUMBER: 406 628 7317

EMAIL ADRESS: Aaron@RiverRidgeLandscape.com

MONTANA CONTRACTORS' LICENSE No. (if applicable): 160509

AUTHORIZED REPRESENTATIVE (print): Aaron Christiansen

SIGNATURE: Aaron Christiansen

DATE: 10/25/2026

==========

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):

Ice Melt $.90 per lbs USED

Sand bid on specific areas serviced

Holiday Service Restrictions: YES X NO _____

Note Restricted Service Days (if any)

New Years Eve, Christmas Eve, New Years Day, Christmas Day

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

$300 per man hr

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%

Any Other Conditions / Notations of Service Offerings:

Amount accumulated determined by River Ridge at time of service

Gregg Morgan

From: aaron@riverridgelandscape.com
Sent: Monday, October 26, 2026 8:03 PM
To: Gregg Morgan
Cc: steve@riverridgelandscape.com
Subject: RE: Yellowstone County Public Works - Quote Solicitation for RSID Snow Plowing
Attachments: 2026YCSnow.pdf

Attached are the bids for snow services. We are not able to support the Lockwood area (Emerald Eagle)

All bids have rate adjustments at 6" and 12" single accumulations.
6" increases 1.5x;
12" increases 2x

We determine if the site meets the service threshold or the site manager can call prior to 4 am to adjust the schedule.
Services begin at 12 am (midnight) based on snowfall and on-site conditions. Ideally, snow is removed prior to the bus route use.
Heavy snowfall may delay starts on road surfaces that would not benefit from service more than 3 hours before sunrise.

We caution customers to budget for 12 services per year. Most years there are fewer than that, especially if trigger amounts are higher. The last 2 years have been extremely light and may not reflect the standard needs of a site.

All sites will have a minimal charge of 1 service per month from November through April.

All efforts will be made to have sites serviced in the most reasonable time as possible, but we do reserve the right to complete a snow service 24 hr after the storm has completed.

Let me know if questions or you need updates to the required documents

Aaron Christiansen

RIVER RIDGE
Landscape Co
Ground Maintenance Manager
406 . 628 . 7317
http://www.riverridgelandscape.com/

From: Gregg Morgan <gmorgan@yellowstonecountymt.gov>
Sent: Friday, October 23, 2026 5:20 PM
To: Gregg Morgan <gmorgan@yellowstonecountymt.gov>
Cc: Jay Anderson <janderson@yellowstonecountymt.gov>
Subject: FW: Yellowstone County Public Works - Quote Solicitation for RSID Snow Plowing

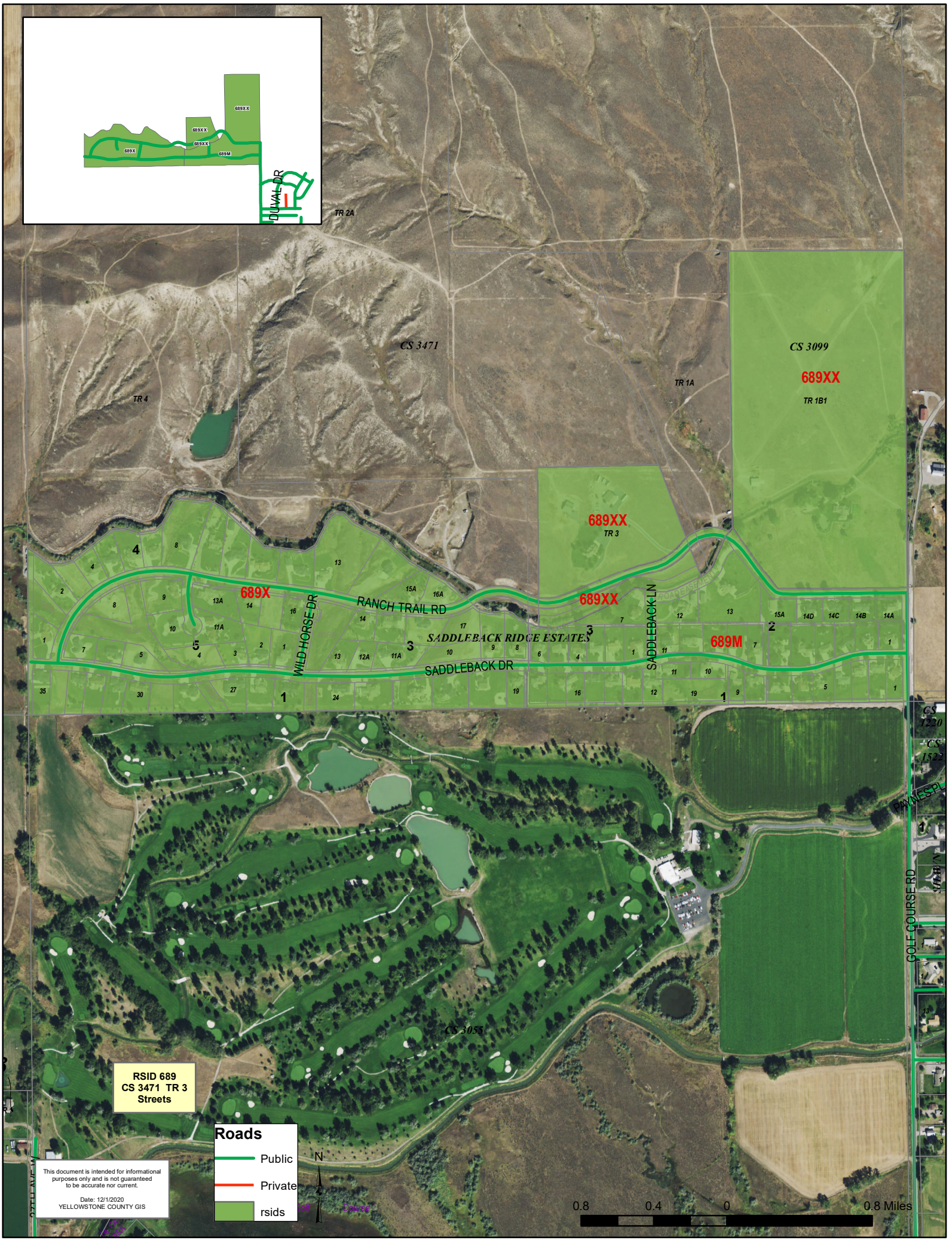
EXHIBIT A

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**


689XX
689XX
689XX
689M
689X
DUVAL DR
TR 2A
CS 3471
TR 4
CS 3099
689XX
TR 1B1
TR 1A
689XX
TR 3
689X
RANCH TRAIL RD
689XX
WILD HORSE DR
SADDLEBACK RIDGE ESTATES
SADDLEBACK LN
689M
SADDLEBACK DR
ROAD EASEMENT
CS 1220
CS 1523
PAYNES PL
GOLF COURSE RD
CS 3055
RSID 689
CS 3471 TR 3
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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2026

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 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
2345 King Avenue West, Suite A
Billings MT 59102

CONTACT NAME: Lourie Feragen, CIC, CISR
PHONE (A/C, No, Ext): (877)229-4553 **FAX (A/C, No):** (866)751-8096
E-MAIL ADDRESS: lourie-feragen@leavitt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Midwest Family Mutual Insurance Company	23574
INSURER B : Montana State Fund	15819
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lehenbauer, Inc., DBA: River Ridge Landscaping
dba: River Ridge Landscape Co.
3223 River Road
Laurel MT 59044

COVERAGES **CERTIFICATE NUMBER:** 26-27 Master **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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		CMPMT0560136887	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]			CMPMT0560136887	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist combined sir	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CMPMT0560136887	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		034860767	1/1/2026	1/1/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rented & Leased Equipment			CMPMT0560136887	1/1/2026	1/1/2027	Limit Deductible	$65,000 $500

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

CERTIFICATE HOLDER
gmorgan@yellowstonecountymt.g
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
L Feragen, CIC, CISR/ Lourie Feragen

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

Under Paragraph **D.4.b Liability And Medical Expenses Limits Of Insurance**, the aggregate limit for all "bodily injury" and "property damage" other than "bodily injury" or "property damage" included in the "products-completed operations hazard" applies separately to each of your projects away from premises owned by or rented to you. A separate aggregate will apply for projects at premises owned by or rented to you.

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MFM ML1 04-05

Amendatory Endorsement #1

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: LEHENBAUER INC
POLICY NUMBER: CAMT0560104458

BLANKET ADDITIONAL INSURED BY CONTRACT

THE ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

THIS ENDORSEMENT CHANGES THE POLICY EFFECTIVE ON THE INCEPTION DATE OF THE POLICY UNLESS ANOTHER DATE IS INDICATED.

WITH RESPECT TO COVERAGE PROVIDED BY THIS ENDORSEMENT, THE PROVISIONS OF THE COVERAGE FORM APPLY UNLESS MODIFIED BY THE ENDORSEMENT.

SECTION II LIABILITY COVERAGE, A COVERAGE 1. WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN INSURED ANY PERSON OR ORGANIZATION WITH WHICH YOU HAVE AGREED IN A VALID WRITTEN CONTRACT TO PROVIDE INSURANCE AS AFFORDED BY THIS POLICY.

THIS PROVISION IS LIMITED TO THE SCOPE OF THE VALID WRITTEN CONTRACT.

THIS PROVISION DOES NOT APPLY UNLESS THE VALID WRITTEN CONTRACT HAS BEEN EXECUTED PRIOR TO THE BODILY INJURY OR PROPERTY DAMAGE.

THIS COVERAGE IS ON A PRIMARY AND NON CONTRIBUTORY BASIS.

MFM ML2 04-05

Amendatory Endorsement #2

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: LEHENBAUER INC
POLICY NUMBER: CAMT0560104458

This endorsement changes the Policy. Please Read it Carefully.

Waiver of Transfer of Rights of Recovery Against Others to Us.

The endorsement modifies Insurance provided under the following: COMMERCIAL AUTO

The transfer of RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by the addition of the following:

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.

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.

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

LEHENBAUER INC
3223 RIVER ROAD
LAUREL MT 59044

Policy #: 03-486076-7
Team: Premier
Date: 01/02/2024

Policy Period: 01/01/2024 - 01/01/2025
Effective Date of Endorsement: 01/01/2024 - 01/01/2025

WAIVER OF SUBROGATION ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties.

Schedule

BLANKET WAIVER OF SUBROGATION
This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us. Full waiver fee will be applied to your policy regardless of when added to your policy and will automatically renew upon renewal of your policy.
Blanket Waiver of Subrogation Fee: $200.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

cc: LOURIE FERAGEN

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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 **River Ridge Landscape Co.**, herein referred to as "CONTRACTOR", whose address is **3223 River Rd, 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 709 – Clarks Fork RIVER RANCH 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 **$ 375.00 per plowing event, $ 250.00 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:
River Ridge Landscape Co.
Laurel, MT 59044

Signature

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: River Ridge Landscape

RSID Name and Number: 709 Clarks Point Drive

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)

$ 375.00 **/EACH** **(N/A if Will-Call Service Selection)**

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

$ 250.00 **/HR** **Minimum Hourly Rate (Flat Fee or Min Hrs) $** _____ **/LS or** _____ **HRS**

Rate Increase 6" → 50% 12" → 100%

MAILING ADDRESS: 3223 River Rd

CITY, STATE, ZIP CODE: Laurel MT 59044

TELEPHONE NUMBER: 406 628 7317

EMAIL ADRESS: Aaron@RiverRidgeLandscape.com

MONTANA CONTRACTORS' LICENSE No. (if applicable): 160509

AUTHORIZED REPRESENTATIVE (print): Aaron Christiansen

SIGNATURE: Aaron Christiansen

DATE: 10/25/2026

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):

Ice Melt $.90 per lbs USED

Sand bid on specific areas serviced

Holiday Service Restrictions: YES X NO _____

Note Restricted Service Days (if any)

New Years Eve, Christmas Eve, New Years Day, Christmas Day

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

$300 per man hr

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%

Any Other Conditions / Notations of Service Offerings:

Amount accumulated determined by River Ridge at time of service

Gregg Morgan

From: aaron@riverridgelandscape.com
Sent: Monday, October 26, 2026 8:03 PM
To: Gregg Morgan
Cc: steve@riverridgelandscape.com
Subject: RE: Yellowstone County Public Works - Quote Solicitation for RSID Snow Plowing
Attachments: 2026YCSnow.pdf

Attached are the bids for snow services. We are not able to support the Lockwood area (Emerald Eagle)

All bids have rate adjustments at 6" and 12" single accumulations.
6" increases 1.5x;
12" increases 2x

We determine if the site meets the service threshold or the site manager can call prior to 4 am to adjust the schedule.
Services begin at 12 am (midnight) based on snowfall and on-site conditions. Ideally, snow is removed prior to the bus route use.
Heavy snowfall may delay starts on road surfaces that would not benefit from service more than 3 hours before sunrise.

We caution customers to budget for 12 services per year. Most years there are fewer than that, especially if trigger amounts are higher. The last 2 years have been extremely light and may not reflect the standard needs of a site.

All sites will have a minimal charge of 1 service per month from November through April.

All efforts will be made to have sites serviced in the most reasonable time as possible, but we do reserve the right to complete a snow service 24 hr after the storm has completed.

Let me know if questions or you need updates to the required documents

Aaron Christiansen

RIVER RIDGE
Landscape Co
Ground Maintenance Manager
406 . 628 . 7317
http://www.riverridgelandscape.com/

From: Gregg Morgan <gmorgan@yellowstonecountymt.gov>
Sent: Friday, October 23, 2026 5:20 PM
To: Gregg Morgan <gmorgan@yellowstonecountymt.gov>
Cc: Jay Anderson <janderson@yellowstonecountymt.gov>
Subject: FW: Yellowstone County Public Works - Quote Solicitation for RSID Snow Plowing

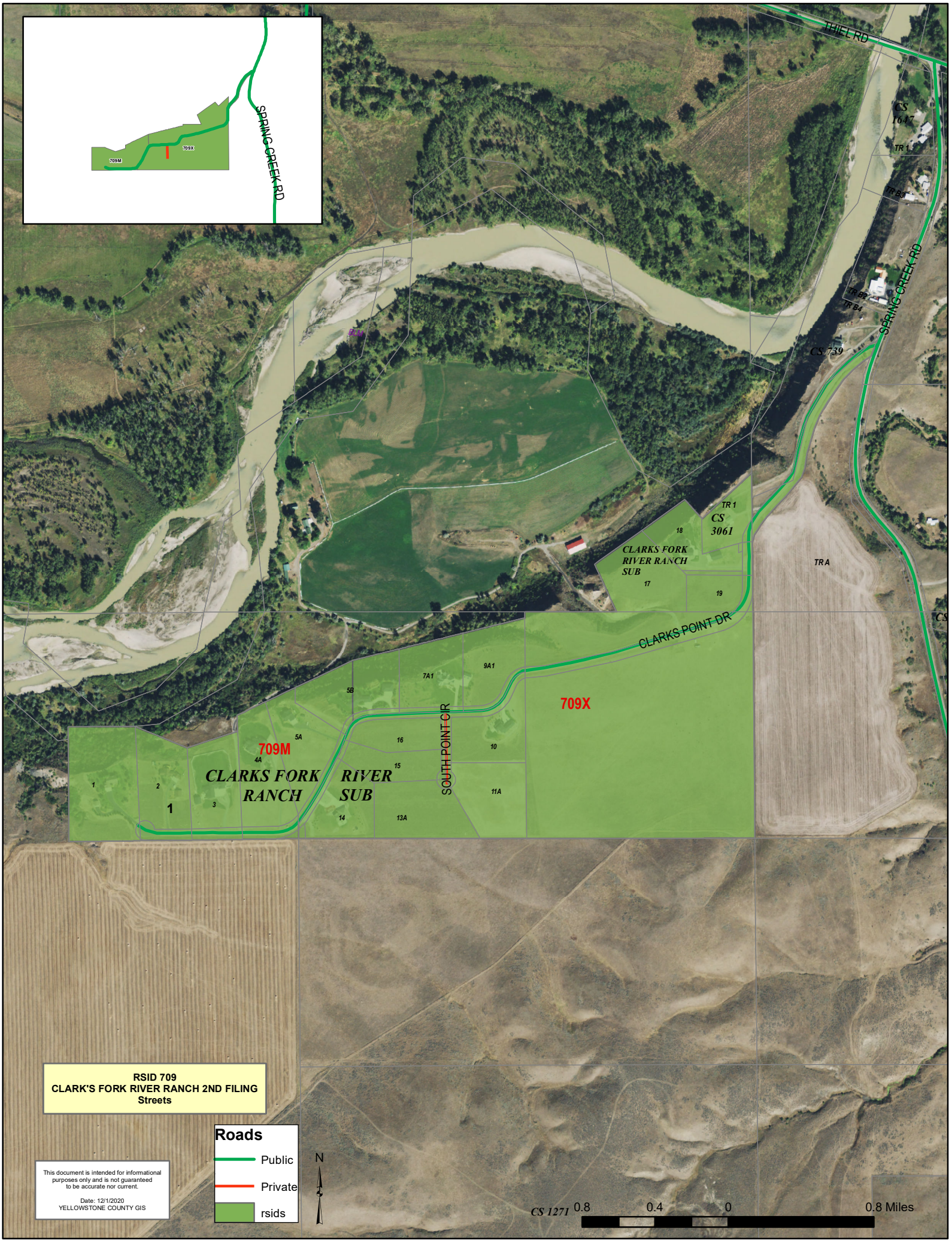
EXHIBIT A

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**


SPRING CREEK RD
709M
709X
THIEL RD
CS 1647
TR 1
TR B3
TR B2
TR B4
SPRING CREEK RD
CS 739
TR 1
CS 3061
18
CLARKS FORK RIVER RANCH SUB
17
19
TR A
CLARKS POINT DR
9A1
7A1
5B
709X
SOUTH POINT CIR
5A
16
10
709M
4A
15
CLARKS FORK RIVER RANCH SUB
1
2
3
1
11A
14
13A
RSID 709
CLARK'S FORK RIVER RANCH 2ND FILING
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
CS 1271
0.8
0.4
0
0.8 Miles

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2026

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 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
2345 King Avenue West, Suite A
Billings MT 59102

CONTACT NAME: Lourie Feragen, CIC, CISR
PHONE (A/C, No, Ext): (877)229-4553 **FAX (A/C, No):** (866)751-8096
E-MAIL ADDRESS: lourie-feragen@leavitt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Midwest Family Mutual Insurance Company	23574
INSURER B : Montana State Fund	15819
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lehenbauer, Inc., DBA: River Ridge Landscaping
dba: River Ridge Landscape Co.
3223 River Road
Laurel MT 59044

COVERAGES **CERTIFICATE NUMBER:** 26-27 Master **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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		CMPMT0560136887	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]			CMPMT0560136887	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist combined sir	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CMPMT0560136887	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		034860767	1/1/2026	1/1/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rented & Leased Equipment			CMPMT0560136887	1/1/2026	1/1/2027	Limit Deductible	$65,000 $500

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

CERTIFICATE HOLDER
gmorgan@yellowstonecountymt.g
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
L Feragen, CIC, CISR/ Lourie Feragen

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

Under Paragraph **D.4.b Liability And Medical Expenses Limits Of Insurance**, the aggregate limit for all "bodily injury" and "property damage" other than "bodily injury" or "property damage" included in the "products-completed operations hazard" applies separately to each of your projects away from premises owned by or rented to you. A separate aggregate will apply for projects at premises owned by or rented to you.

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MFM ML1 04-05

Amendatory Endorsement #1

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: LEHENBAUER INC
POLICY NUMBER: CAMT0560104458

BLANKET ADDITIONAL INSURED BY CONTRACT

THE ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

THIS ENDORSEMENT CHANGES THE POLICY EFFECTIVE ON THE INCEPTION DATE OF THE POLICY UNLESS ANOTHER DATE IS INDICATED.

WITH RESPECT TO COVERAGE PROVIDED BY THIS ENDORSEMENT, THE PROVISIONS OF THE COVERAGE FORM APPLY UNLESS MODIFIED BY THE ENDORSEMENT.

SECTION II LIABILITY COVERAGE, A COVERAGE 1. WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN INSURED ANY PERSON OR ORGANIZATION WITH WHICH YOU HAVE AGREED IN A VALID WRITTEN CONTRACT TO PROVIDE INSURANCE AS AFFORDED BY THIS POLICY.

THIS PROVISION IS LIMITED TO THE SCOPE OF THE VALID WRITTEN CONTRACT.

THIS PROVISION DOES NOT APPLY UNLESS THE VALID WRITTEN CONTRACT HAS BEEN EXECUTED PRIOR TO THE BODILY INJURY OR PROPERTY DAMAGE.

THIS COVERAGE IS ON A PRIMARY AND NON CONTRIBUTORY BASIS.

MFM ML2 04-05

Amendatory Endorsement #2

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: LEHENBAUER INC
POLICY NUMBER: CAMT0560104458

This endorsement changes the Policy. Please Read it Carefully.

Waiver of Transfer of Rights of Recovery Against Others to Us.

The endorsement modifies Insurance provided under the following: COMMERCIAL AUTO

The transfer of RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by the addition of the following:

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.

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.

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

LEHENBAUER INC
3223 RIVER ROAD
LAUREL MT 59044

Policy #: 03-486076-7
Team: Premier
Date: 01/02/2024

Policy Period: 01/01/2024 - 01/01/2025
Effective Date of Endorsement: 01/01/2024 - 01/01/2025

WAIVER OF SUBROGATION ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties.

Schedule

BLANKET WAIVER OF SUBROGATION
This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us. Full waiver fee will be applied to your policy regardless of when added to your policy and will automatically renew upon renewal of your policy.
Blanket Waiver of Subrogation Fee: $200.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

cc: LOURIE FERAGEN

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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 **River Ridge Landscape Co.**, herein referred to as "CONTRACTOR", whose address is **3223 River Rd, 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 723 – Clarks Fork 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 **$ 250.00 per plowing event, $ 250.00 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:
River Ridge Landscape Co.
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: River Ridge Landscape

RSID Name and Number: 723 Clark's Fork Estates

RSID Event Committee Selection (Note 2" or 4" or Will-Call): 4" gravel

BASE QUOTE RATES

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

$ 250.00 **/EACH** **(N/A if Will-Call Service Selection)**

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

$ 250.00 **/HR** **Minimum Hourly Rate (Flat Fee or Min Hrs) $** _____ **/LS or** _____ **HRS**

MAILING ADDRESS: 3223 River Rd

CITY, STATE, ZIP CODE: Laurel MT 59044

TELEPHONE NUMBER: 406 628 7317

EMAIL ADRESS: Aaron@RiverRidgeLandscape.com

MONTANA CONTRACTORS' LICENSE No. (if applicable): 160509

AUTHORIZED REPRESENTATIVE (print): Aaron Christiansen

SIGNATURE: Aaron Christiansen

DATE: 10/25/2026

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):

Ice Melt $.90 per lbs USED

Sand bid on specific areas serviced

Holiday Service Restrictions: YES X NO _____

Note Restricted Service Days (if any)

New Years Eve, Christmas Eve, New Years Day, Christmas Day

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

$300 per man hr

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%

Any Other Conditions / Notations of Service Offerings:

Amount accumulated determined by River Ridge at time of service

Gregg Morgan

From: aaron@riverridgelandscape.com
Sent: Monday, October 26, 2026 8:03 PM
To: Gregg Morgan
Cc: steve@riverridgelandscape.com
Subject: RE: Yellowstone County Public Works - Quote Solicitation for RSID Snow Plowing
Attachments: 2026YCSnow.pdf

Attached are the bids for snow services. We are not able to support the Lockwood area (Emerald Eagle)

All bids have rate adjustments at 6" and 12" single accumulations.
6" increases 1.5x;
12" increases 2x

We determine if the site meets the service threshold or the site manager can call prior to 4 am to adjust the schedule.
Services begin at 12 am (midnight) based on snowfall and on-site conditions. Ideally, snow is removed prior to the bus route use.
Heavy snowfall may delay starts on road surfaces that would not benefit from service more than 3 hours before sunrise.

We caution customers to budget for 12 services per year. Most years there are fewer than that, especially if trigger amounts are higher. The last 2 years have been extremely light and may not reflect the standard needs of a site.

All sites will have a minimal charge of 1 service per month from November through April.

All efforts will be made to have sites serviced in the most reasonable time as possible, but we do reserve the right to complete a snow service 24 hr after the storm has completed.

Let me know if questions or you need updates to the required documents

Aaron Christiansen

RIVER RIDGE
Landscape Co
Ground Maintenance Manager
406 . 628 . 7317
http://www.riverridgelandscape.com/

From: Gregg Morgan <gmorgan@yellowstonecountymt.gov>
Sent: Friday, October 23, 2026 5:20 PM
To: Gregg Morgan <gmorgan@yellowstonecountymt.gov>
Cc: Jay Anderson <janderson@yellowstonecountymt.gov>
Subject: FW: Yellowstone County Public Works - Quote Solicitation for RSID Snow Plowing

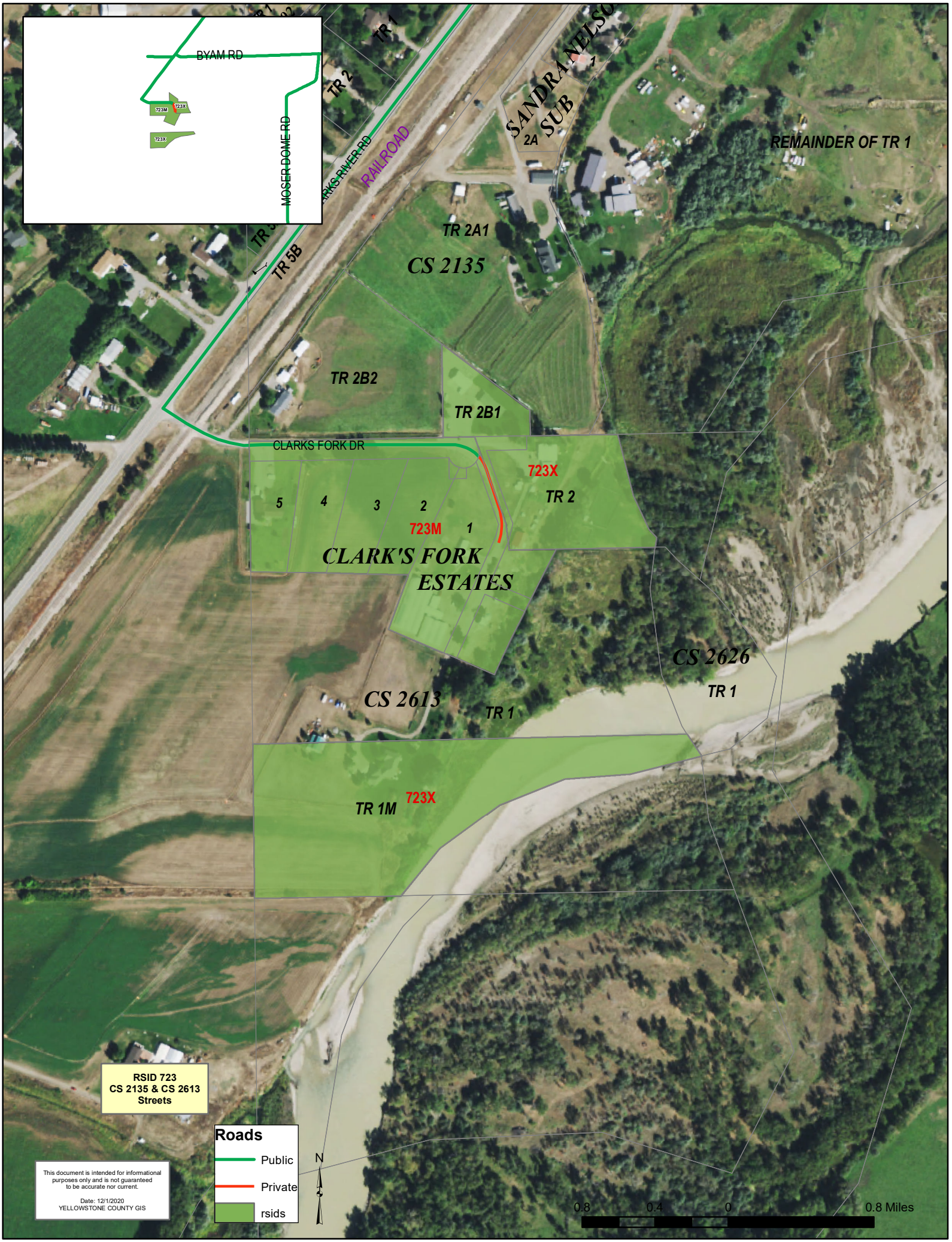
EXHIBIT A

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**


BYAM RD
MOSER DOME RD
723M
723X
TR 1
TR 2
TR 5B
RAILROAD
SANDRA NELSON SUB
2A
1
REMAINDER OF TR 1
TR 2A1
CS 2135
TR 2B2
TR 2B1
CLARKS FORK DR
723X
TR 2
5
4
3
2
723M
1
CLARK'S FORK ESTATES
CS 2626
TR 1
CS 2613
TR 1
TR 1M
723X
RSID 723
CS 2135 & CS 2613
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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2026

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 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
2345 King Avenue West, Suite A
Billings MT 59102

CONTACT NAME: Lourie Feragen, CIC, CISR
PHONE (A/C, No, Ext): (877)229-4553 **FAX (A/C, No):** (866)751-8096
E-MAIL ADDRESS: lourie-feragen@leavitt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Midwest Family Mutual Insurance Company	23574
INSURER B : Montana State Fund	15819
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lehenbauer, Inc., DBA: River Ridge Landscaping
dba: River Ridge Landscape Co.
3223 River Road
Laurel MT 59044

COVERAGES **CERTIFICATE NUMBER:** 26-27 Master **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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		CMPMT0560136887	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]			CMPMT0560136887	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist combined sir	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CMPMT0560136887	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		034860767	1/1/2026	1/1/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rented & Leased Equipment			CMPMT0560136887	1/1/2026	1/1/2027	Limit Deductible	$65,000 $500

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

CERTIFICATE HOLDER
gmorgan@yellowstonecountymt.g
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
L Feragen, CIC, CISR/ Lourie Feragen

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

Under Paragraph **D.4.b Liability And Medical Expenses Limits Of Insurance**, the aggregate limit for all "bodily injury" and "property damage" other than "bodily injury" or "property damage" included in the "products-completed operations hazard" applies separately to each of your projects away from premises owned by or rented to you. A separate aggregate will apply for projects at premises owned by or rented to you.

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MFM ML1 04-05

Amendatory Endorsement #1

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: LEHENBAUER INC
POLICY NUMBER: CAMT0560104458

BLANKET ADDITIONAL INSURED BY CONTRACT

THE ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

THIS ENDORSEMENT CHANGES THE POLICY EFFECTIVE ON THE INCEPTION DATE OF THE POLICY UNLESS ANOTHER DATE IS INDICATED.

WITH RESPECT TO COVERAGE PROVIDED BY THIS ENDORSEMENT, THE PROVISIONS OF THE COVERAGE FORM APPLY UNLESS MODIFIED BY THE ENDORSEMENT.

SECTION II LIABILITY COVERAGE, A COVERAGE 1. WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN INSURED ANY PERSON OR ORGANIZATION WITH WHICH YOU HAVE AGREED IN A VALID WRITTEN CONTRACT TO PROVIDE INSURANCE AS AFFORDED BY THIS POLICY.

THIS PROVISION IS LIMITED TO THE SCOPE OF THE VALID WRITTEN CONTRACT.

THIS PROVISION DOES NOT APPLY UNLESS THE VALID WRITTEN CONTRACT HAS BEEN EXECUTED PRIOR TO THE BODILY INJURY OR PROPERTY DAMAGE.

THIS COVERAGE IS ON A PRIMARY AND NON CONTRIBUTORY BASIS.

MFM ML2 04-05

Amendatory Endorsement #2

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: LEHENBAUER INC
POLICY NUMBER: CAMT0560104458

This endorsement changes the Policy. Please Read it Carefully.

Waiver of Transfer of Rights of Recovery Against Others to Us.

The endorsement modifies Insurance provided under the following: COMMERCIAL AUTO

The transfer of RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by the addition of the following:

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.

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.

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

LEHENBAUER INC
3223 RIVER ROAD
LAUREL MT 59044

Policy #: 03-486076-7
Team: Premier
Date: 01/02/2024

Policy Period: 01/01/2024 - 01/01/2025
Effective Date of Endorsement: 01/01/2024 - 01/01/2025

WAIVER OF SUBROGATION ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties.

Schedule

BLANKET WAIVER OF SUBROGATION
This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us. Full waiver fee will be applied to your policy regardless of when added to your policy and will automatically renew upon renewal of your policy.
Blanket Waiver of Subrogation Fee: $200.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

cc: LOURIE FERAGEN

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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 **River Ridge Landscape Co.**, herein referred to as "CONTRACTOR", whose address is **3223 River Rd, 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 728 – Linlee Lake 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 **$ 750.00 per plowing event, $ 250.00 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:
River Ridge Landscape Co.
Laurel, MT 59044

Signature

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: River Ridge Landscape

RSID Name and Number: 728 Linlee Lakes

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

$ 25.00 **/HR** **Minimum Hourly Rate (Flat Fee or Min Hrs) $** _____ **/LS or** _____ **HRS**

Rate Increase 6" → 50% 12" → 100%

MAILING ADDRESS: 3223 River Rd

CITY, STATE, ZIP CODE: Laurel MT 59044

TELEPHONE NUMBER: 406 628 7317

EMAIL ADRESS: Aaron@RiverRidgeLandscape.com

MONTANA CONTRACTORS' LICENSE No. (if applicable): 160509

AUTHORIZED REPRESENTATIVE (print): Aaron Christiansen

SIGNATURE: Aaron Christiansen

DATE: 10/25/2026

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):

Ice Melt $.90 per lbs USED

Sand bid on specific areas serviced

Holiday Service Restrictions: YES X NO _____

Note Restricted Service Days (if any)

New Years Eve, Christmas Eve, New Years Day, Christmas Day

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

$300 per man hr

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%

Any Other Conditions / Notations of Service Offerings:

Amount accumulated determined by River Ridge at time of service

Gregg Morgan

From: aaron@riverridgelandscape.com
Sent: Monday, October 26, 2026 8:03 PM
To: Gregg Morgan
Cc: steve@riverridgelandscape.com
Subject: RE: Yellowstone County Public Works - Quote Solicitation for RSID Snow Plowing
Attachments: 2026YCSnow.pdf

Attached are the bids for snow services. We are not able to support the Lockwood area (Emerald Eagle)

All bids have rate adjustments at 6" and 12" single accumulations.
6" increases 1.5x;
12" increases 2x

We determine if the site meets the service threshold or the site manager can call prior to 4 am to adjust the schedule.
Services begin at 12 am (midnight) based on snowfall and on-site conditions. Ideally, snow is removed prior to the bus route use.
Heavy snowfall may delay starts on road surfaces that would not benefit from service more than 3 hours before sunrise.

We caution customers to budget for 12 services per year. Most years there are fewer than that, especially if trigger amounts are higher. The last 2 years have been extremely light and may not reflect the standard needs of a site.

All sites will have a minimal charge of 1 service per month from November through April.

All efforts will be made to have sites serviced in the most reasonable time as possible, but we do reserve the right to complete a snow service 24 hr after the storm has completed.

Let me know if questions or you need updates to the required documents

Aaron Christiansen

RIVER RIDGE
Landscape Co
Ground Maintenance Manager
406 . 628 . 7317
http://www.riverridgelandscape.com/

From: Gregg Morgan <gmorgan@yellowstonecountymt.gov>
Sent: Friday, October 23, 2026 5:20 PM
To: Gregg Morgan <gmorgan@yellowstonecountymt.gov>
Cc: Jay Anderson <janderson@yellowstonecountymt.gov>
Subject: FW: Yellowstone County Public Works - Quote Solicitation for RSID Snow Plowing

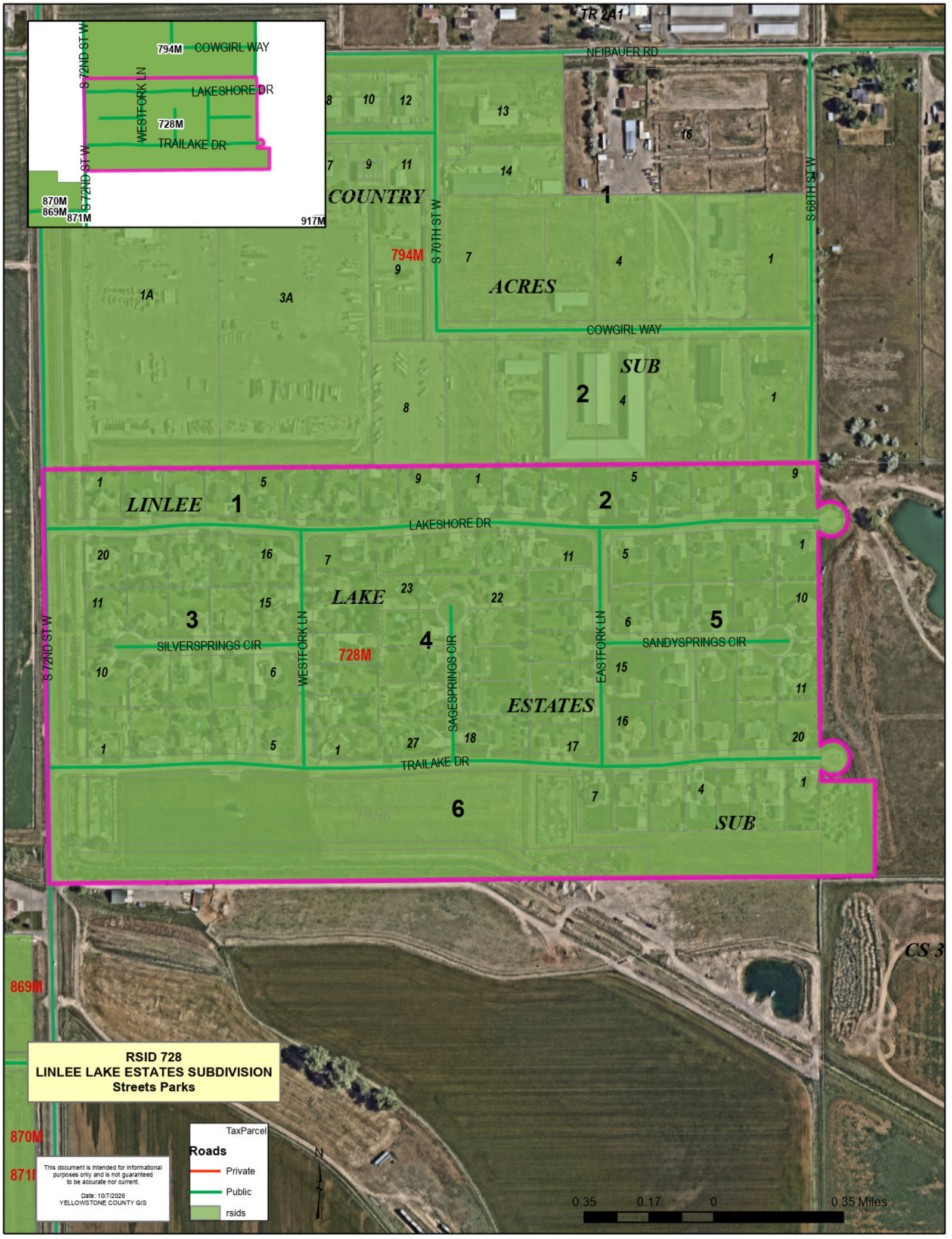
EXHIBIT A

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 COWGIRL WAY
S 72ND ST W
WESTFORK LN
LAKESHORE DR
728M
TRAILAKE DR
870M
869M
871M
917M
TR 2A1
NEIBAUER RD
COUNTRY
ACRES
1
S 70TH ST W
S 68TH ST W
794M
1A
3A
COWGIRL WAY
SUB
2
LINLEE 1
2
LAKESHORE DR
3
SILVERSPRINGS CIR
LAKE
4
728M
WESTFORK LN
SAGESPRINGS CIR
EASTFORK LN
5
SANDYSPRINGS CIR
ESTATES
TRAILAKE DR
6
PARK
SUB
CS 3
869M
870M
871M
RSID 728
LINLEE LAKE ESTATES SUBDIVISION
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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2026

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 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
2345 King Avenue West, Suite A
Billings MT 59102

CONTACT NAME: Lourie Feragen, CIC, CISR
PHONE (A/C, No, Ext): (877)229-4553 **FAX (A/C, No):** (866)751-8096
E-MAIL ADDRESS: lourie-feragen@leavitt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Midwest Family Mutual Insurance Company	23574
INSURER B : Montana State Fund	15819
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lehenbauer, Inc., DBA: River Ridge Landscaping
dba: River Ridge Landscape Co.
3223 River Road
Laurel MT 59044

COVERAGES **CERTIFICATE NUMBER:** 26-27 Master **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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		CMPMT0560136887	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]			CMPMT0560136887	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist combined sir	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CMPMT0560136887	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		034860767	1/1/2026	1/1/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rented & Leased Equipment			CMPMT0560136887	1/1/2026	1/1/2027	Limit Deductible	$65,000 $500

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

CERTIFICATE HOLDER
gmorgan@yellowstonecountymt.g
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
L Feragen, CIC, CISR/ Lourie Feragen

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

Under Paragraph **D.4.b Liability And Medical Expenses Limits Of Insurance**, the aggregate limit for all "bodily injury" and "property damage" other than "bodily injury" or "property damage" included in the "products-completed operations hazard" applies separately to each of your projects away from premises owned by or rented to you. A separate aggregate will apply for projects at premises owned by or rented to you.

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MFM ML1 04-05

Amendatory Endorsement #1

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: LEHENBAUER INC
POLICY NUMBER: CAMT0560104458

BLANKET ADDITIONAL INSURED BY CONTRACT

THE ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

THIS ENDORSEMENT CHANGES THE POLICY EFFECTIVE ON THE INCEPTION DATE OF THE POLICY UNLESS ANOTHER DATE IS INDICATED.

WITH RESPECT TO COVERAGE PROVIDED BY THIS ENDORSEMENT, THE PROVISIONS OF THE COVERAGE FORM APPLY UNLESS MODIFIED BY THE ENDORSEMENT.

SECTION II LIABILITY COVERAGE, A COVERAGE 1. WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN INSURED ANY PERSON OR ORGANIZATION WITH WHICH YOU HAVE AGREED IN A VALID WRITTEN CONTRACT TO PROVIDE INSURANCE AS AFFORDED BY THIS POLICY.

THIS PROVISION IS LIMITED TO THE SCOPE OF THE VALID WRITTEN CONTRACT.

THIS PROVISION DOES NOT APPLY UNLESS THE VALID WRITTEN CONTRACT HAS BEEN EXECUTED PRIOR TO THE BODILY INJURY OR PROPERTY DAMAGE.

THIS COVERAGE IS ON A PRIMARY AND NON CONTRIBUTORY BASIS.

MFM ML2 04-05

Amendatory Endorsement #2

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: LEHENBAUER INC
POLICY NUMBER: CAMT0560104458

This endorsement changes the Policy. Please Read it Carefully.

Waiver of Transfer of Rights of Recovery Against Others to Us.

The endorsement modifies Insurance provided under the following: COMMERCIAL AUTO

The transfer of RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by the addition of the following:

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.

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.

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

LEHENBAUER INC
3223 RIVER ROAD
LAUREL MT 59044

Policy #: 03-486076-7
Team: Premier
Date: 01/02/2024

Policy Period: 01/01/2024 - 01/01/2025
Effective Date of Endorsement: 01/01/2024 - 01/01/2025

WAIVER OF SUBROGATION ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties.

Schedule

BLANKET WAIVER OF SUBROGATION
This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us. Full waiver fee will be applied to your policy regardless of when added to your policy and will automatically renew upon renewal of your policy.
Blanket Waiver of Subrogation Fee: $200.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

cc: LOURIE FERAGEN

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B.O.C.C. Regular 4. c.
Meeting Date: 11/24/2026
Title: FY 27 Gravel Material Contracted Prices
Submitted For: Monica Plecker, Public Works Director
Submitted By: Monica Plecker, Public Works Director

TOPIC:
FY 27 Gravel Material Contracted Prices

BACKGROUND:
Annual gravel pricing agreements.

RECOMMENDED ACTION:
Place items to file.

Attachments
Divide, LLC
Fisher Sand and Gravel
Knife River

YELLOWSTONE COUNTY PUBLIC WORKS
ROAD MATERIALS FOR 2026 – 2027
PRICE SHEET

All materials must meet the requirements of either the Montana Public Works Standard Specifications, or the "Standard Specifications for the Road and Bridge Construction", latest edition, adopted by the Montana Department of Highways and the Montana Highway Commission.

Price if the contractor loads material:

20,000 tons of base course 1 ½" material	$_____per ton
20,000 tons of top surface course 3/4" material	$_____per ton
200 tons of 1/4" chip gravel material	$_____per ton
3,000 tons of 3/8" chip gravel material	$_____per ton
1,200 tons of 1/2" chip gravel material	$_____per ton
2,000 tons of natural fines material	$_____per ton
20,000 tons of sub base course 3" minus gravel material	$7.95 per ton

Price if the County loads material:

20,000 tons of base course 1 ½" material	$_____per ton
20,000 tons of top surface course is 3/4" material	$_____per ton
200 tons of 1/4" chip gravel material	$_____per ton
3,000 tons of 3/8" chip gravel material	$_____per ton
1,200 tons of 1/2" chip gravel material	$_____per ton
2,000 tons of natural fine material	$_____per ton
20,000 tons of sub base course 3" minus gravel material	$7.35 per ton

Please complete the following information.

Approximate cubic yards of base course material per ton .63

Approximate cubic yards of top surface material per ton _____

Divide, LLC
Company

Authorized Representative

5404 Bundy Rd.
Address

Worden, MT 59088
City, State and Zip Code

(406) 690-4042
Telephone Number

7-19-2026
Date

YELLOWSTONE COUNTY PUBLIC WORKS
ROAD MATERIALS FOR 2026 – 2027
PRICE SHEET

All materials must meet the requirements of either the Montana Public Works Standard Specifications, or the "Standard Specifications for the Road and Bridge Construction", latest edition, adopted by the Montana Department of Highways and the Montana Highway Commission.

Price if the contractor loads material:

20,000 tons of base course 1 ½" material	$ 8.10 per ton
20,000 tons of top surface course 3/4" material	$ 8.75 per ton
200 tons of 1/4" chip gravel material	$ N/A per ton
3,000 tons of 3/8" chip gravel material	$ 17.35 per ton
1,200 tons of 1/2" chip gravel material	$ 21.25 per ton
2,000 tons of ~~natural fines material~~ Reject Sand	$ 8.00 per ton
20,000 tons of sub base course 3" minus gravel material	$ 7.75 per ton

Price if the County loads material:

20,000 tons of base course 1 ½" material	$ 8.05 per ton
20,000 tons of top surface course is 3/4" material	$ 8.70 per ton
200 tons of 1/4" chip gravel material	$ N/A per ton
3,000 tons of 3/8" chip gravel material	$ 17.30 per ton
1,200 tons of 1/2" chip gravel material	$ 21.20 per ton
2,000 tons of ~~natural fine material~~ Reject Sand	$ 7.95 per ton
20,000 tons of sub base course 3" minus gravel material	$ 7.70 per ton

Please complete the following information.

Approximate cubic yards of base course material per ton .65

Approximate cubic yards of top surface material per ton .65

Fisher Sand & Gravel	Aaron Dinardi
Company	Authorized Representative
7105 Laurel Airport Road	Billings, MT 59106
Address	City, State and Zip Code
(406) 657-9603	7/16/2026
Telephone Number	Date

Knife River
West Pit

YELLOWSTONE COUNTY PUBLIC WORKS
ROAD MATERIALS FOR 2026 – 2027
PRICE SHEET

All materials must meet the requirements of either the Montana Public Works Standard Specifications, or the "Standard Specifications for the Road and Bridge Construction", latest edition, adopted by the Montana Department of Highways and the Montana Highway Commission.

Price if the contractor loads material:

20,000 tons of base course 1 ½" material	$ 8.80 per ton
20,000 tons of top surface course 3/4" material	$ 9.30 per ton
200 tons of 1/4" chip gravel material	$ 16.70 per ton
3,000 tons of 3/8" chip gravel material	$ 17.10 per ton
1,200 tons of 1/2" chip gravel material	$ 15.70 per ton
2,000 tons of natural fines material	$ 8.10 per ton
20,000 tons of sub base course 3" minus gravel material	$ 8.50 per ton

Price if the County loads material:

20,000 tons of base course 1 ½" material	$ 8.40 per ton
20,000 tons of top surface course is 3/4" material	$ 8.90 per ton
200 tons of 1/4" chip gravel material	$ 16.20 per ton
3,000 tons of 3/8" chip gravel material	$ 16.70 per ton
1,200 tons of 1/2" chip gravel material	$ 15.30 per ton
2,000 tons of natural fine material	$ 7.70 per ton
20,000 tons of sub base course 3" minus gravel material	$ 8.10 per ton

Knife River
East Pit

YELLOWSTONE COUNTY PUBLIC WORKS
ROAD MATERIALS FOR 2026 – 2027
PRICE SHEET
(Subject to availability)

All materials must meet the requirements of either the Montana Public Works Standard Specifications, or the "Standard Specifications for the Road and Bridge Construction", latest edition, adopted by the Montana Department of Highways and the Montana Highway Commission.

Price if the contractor loads material:

20,000 tons of base course 1 ½" material	$ — per ton
20,000 tons of top surface course 3/4" material	$ — per ton
200 tons of 1/4" chip gravel material	$ — per ton
3,000 tons of 3/8" chip gravel material	$ — per ton
1,200 tons of 1/2" chip gravel material	$ — per ton
2,000 tons of natural fines material	$ 8.95 per ton
20,000 tons of sub base course 3" minus gravel material	$ — per ton

Price if the County loads material:

20,000 tons of base course 1 ½" material	$ — per ton
20,000 tons of top surface course is 3/4" material	$ — per ton
200 tons of 1/4" chip gravel material	$ — per ton
3,000 tons of 3/8" chip gravel material	$ — per ton
1,200 tons of 1/2" chip gravel material	$ — per ton
2,000 tons of natural fine material	$ 8.55 per ton
20,000 tons of sub base course 3" minus gravel material	$ — per ton

Please complete the following information.

Approximate cubic yards of base course material per ton: 0.63

Approximate cubic yards of top surface material per ton: 0.63

Knife River - Billings
Company

Authorized Representative

P.O. Box 80066
Address

Billings, MT 59108
City, State and Zip Code

(406) 651-2500
Telephone Number

7/30/2026
Date

JTL GROUP, INC. CORPORATE SEAL 1990 MONTANA