

**OFFICIAL AGENDA**  
**TUESDAY January 21, 2025**  
**Meeting Start Time: 9:00 a.m.**  
**Board of County Commissioners**  
**Yellowstone County, Montana**  
**Stillwater Building**  
**316 N. 26th Street, Room 3108**  
**Billings, MT**  
**8:45 a.m. Agenda Setting**

---

Pledge to the Flag: Moment of Silence: Minutes

**REGULAR AGENDA**

---

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

**CLAIMS**

---

**CONSENT AGENDA**

---

1. **COMMISSIONERS**

- a. Resolution 25-08 County Publication and Posting of Notices
- b. Board Appointment - Monica Plecker to Planning and Zoning Commission
- c. Board Openings - Updated List

2. **COUNTY ATTORNEY**

Resolution 25-09 for Prosecutorial Assistance in State v I.B.

3. **FINANCE**

- a. Bond for Lost Warrant
- b. ARPA Project Tracking Sheet through 1/14/2025
- c. Request to City for Stillwater Lease Extension
- d. South Central Regional Mental Health Center for Veteran's Navigation Network Sub-Grantee Agreement for Crisis Diversion Grant #HHS-BHDD-0114AP-P 25-101-74048-0
- e. Wells Fargo Banking Agreement Extension
- f. MetraPark RFP Rodeo Equipment Addendum #2

4. **METRA PARK**

MetraPark Trust Account Check Signers Update

5. **PUBLIC WORKS**

- a. Resolution to Approve Alternative Delivery Method for Blue Creek Bridge
- b. Memorandum of Understanding - GL09 Pipeline Replacement

6. **YOUTH SERVICES**

Medical Services Contract with Whitmoyer Health, PLLC

7. **HUMAN RESOURCES**

**PERSONNEL ACTION REPORTS - Road & Bridge** - 2 Appointments; **I.T.** - 1 Appointment; **Finance** - 1 Termination; **Youth Services Center** - 1 Termination; **Detention Facility**- 1 Appointment; **Sheriff's Office** - 1 Appointment, 1 Salary & Other, 2 Terminations

---

**FILE ITEMS**

---

1. **CLERK AND RECORDER**

Board Minutes - Lockwood Irrigation District Board Minutes

2. **CLERK OF DISTRICT COURT**

Checks and Disbursements for December 2024

3. **FINANCE**

- a. MetraPark Expo South Lot Contract for materials testing - Terracon
- b. ARPA SLFRF Compliance Report for the Period of Oct-Dec 2024

**PUBLIC COMMENTS ON COUNTY BUSINESS**

B.O.C.C. Regular

1. a.

Meeting Date: 01/21/2025

Title: Resolution 25-08 County Publication and Posting of Notices

Submitted By: Erika Guy

---

**TOPIC:**

Resolution 25-08 County Publication and Posting of Notices

**BACKGROUND:**

See Attachment

**RECOMMENDED ACTION:**

Approve or Deny

---

**Attachments**

Resolution 25-08

---

**YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS**

Resolution No. 25-08

**Resolution as to Yellowstone County Publication and Posting of Notices**

WHEREAS, pursuant to Montana Code Annotated, a county must periodically publish and post notices. Pursuant to Section 7-1-2121 of the Montana Code Annotated, a county must publish notices in a newspaper that meets certain specifications at least twice six days apart and post in three locations in the county.

WHEREAS, the Yellowstone County Board of County Commissioners to provide notice as to how it intends to satisfy its requirement under the Montana Code Annotated to periodically publish and post notices passes this resolution:

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners shall publish notices in the designated county newspaper pursuant to section 18-7-411. The Board reserves the ability, when it deems it appropriate, to provide supplemental notice through publication in other newspapers and magazines and broadcasts on television and radio stations in addition to publication in the designated newspaper.

The Board shall post notices at (1) the Yellowstone County Courthouse located at 217 North 27<sup>th</sup> Street in Billings, Montana on the 1<sup>st</sup> Floor in the lobby on the Bulletin Board, (2) the Stillwater Building located at 316, North 26<sup>th</sup> Street in Billings, Montana on the 3<sup>rd</sup> Floor in the lobby on the Bulletin Board and (3) the Yellowstone County website <https://www.yellowstonecountymt.gov>. The Board reserves the ability, when it deems it appropriate, to provide supplemental notice through posting at other locations in addition to the locations listed above.

All notices published or posted by the Board can be obtained from the Yellowstone County Clerk and Recorder's Office. The Board shall annually review how it will satisfy the publication and posting requirements imposed on it by the Montana Code Annotated.

Passed and Adopted on the 21<sup>st</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

\_\_\_\_\_  
Mark Morse, Chair

\_\_\_\_\_  
Michael J. Waters, Member

\_\_\_\_\_  
John Ostlund, Member

ATTEST:

\_\_\_\_\_  
Jeff Martin, Clerk and Recorder



B.O.C.C. Regular

1. b.

Meeting Date: 01/21/2025

Title: Board Appointment

Submitted By: Erika Guy

---

**TOPIC:**

Board Appointment - Monica Plecker to Planning and Zoning Commission

**BACKGROUND:**

See Attachment

**RECOMMENDED ACTION:**

Sign and Mail

---

**Attachments**

Monica Plecker

---

# Yellowstone County



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

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

January 21, 2025

Ms. Monica Plecker  
Po Box 35024  
Billings, MT 59107

RE: Appointment as Staff Representative to Planning & Zoning Commission

Dear Ms. Plecker,

The Board of County Commissioners of Yellowstone County has appointed you to represent Yellowstone County as a staff representative on the above-named board. Your term by this appointment will be to June 30, 2026.

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

\_\_\_\_\_  
John Ostlund, Member

BOCC/eg

cc: Board File - Clerk & Recorder  
Ms. Nicole Cromwell, 316 N 26<sup>th</sup> Street, Billings, MT 59101

B.O.C.C. Regular

1. c.

Meeting Date: 01/21/2025

Title: Board Openings

Submitted By: Erika Guy

---

TOPIC:

Board Openings - Updated List

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Post

---

Attachments

Board Openings

---

# YELLOWSTONE COUNTY BOARD OPENINGS

January 21, 2025

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

- 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.

LAUREL URBAN FIRE SERVICE AREA	3 year	1 partial to 6/30/25 1 partial to 6/30/26 1 full to 6/30/27
BROADVIEW CEMETERY	3 year	1 partial to 6/30/26
FUEGO FIRE SERVICE AREA	3 year	1 partial to 12/31/25
BLUE CREEK FIRE SERVICE AREA	3 year	2 full to 5/8/27
LAUREL CITY/COUNTY PLANNING	2 year	1 full to 6/30/26

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

HISTORIC PRESERVATION BOARD	2 year	1 full to 12/31/25
-----------------------------	--------	--------------------

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

BOARD OF ADJUSTMENT	2 year	1 full to 12/31/26
---------------------	--------	--------------------

- 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	2 partial to 12/31/26 2 full to 12/31/27 1 partial to 12/31/25
--	--------	--

---

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED  
UNTIL 5:00PM ON THURSDAY, February 20, 2025

---

January 7, 2025

AREA II AGENCY ON AGING	1 year	1 partial to 6/30/25
-------------------------	--------	----------------------

BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE	3 year	1 full to 12/31/27
---	--------	--------------------

- NOTE: Eligible applicants for the above board must live outside the incorporated limits of the City of Billings.

LAUREL FIRE DISTRICT #7	3 year	2 full to 5/4/27
LOCKWOOD URBAN TRANSPORTATION DISTRICT	4 year	2 full to 5/2/28

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

---

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED  
UNTIL 5:00PM ON THURSDAY, February 6, 2025

---

B.O.C.C. Regular

Meeting Date: 01/21/2025

Title: Prosecutorial Assistance in State v. I.B.

Submitted For: Scott Twito

Submitted By: Alyssa Peterson

---

TOPIC:

Resolution 25-09 for Prosecutorial Assistance in State v I.B.

BACKGROUND:

Defendant is employed with Billings Police Department

RECOMMENDED ACTION:

Approve

---

Attachments

I.B. Resolution

---

**YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS**

Resolution No. 25-09

**Resolution for Prosecutorial Assistance**

WHEREAS, the Yellowstone County Attorney has requested prosecutorial assistance in the case of *State of Montana v. IB*. (MHP25CAD004024); and

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

IT IS HEREBY RESOLVED that Dan Guzynski with Prosecution Services Bureau, be appointed as Special Deputy County Attorney for Yellowstone County for the purpose of assisting in the prosecution of the aforementioned case.

Passed and Adopted on the 21<sup>st</sup> day of January, 2025.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest:

\_\_\_\_\_  
Yellowstone County Clerk and Recorder

B.O.C.C. Regular

3. a.

Meeting Date: 01/21/2025

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.

**RECOMMENDED ACTION:**

Approve reissue.

---

**Attachments**

Bond for Lost Warrant

---

**BOND FOR LOST WARRANT**

On June 19, 2024 Yellowstone County issued a warrant numbered 528279 to OVERCAST, ANNEMARIE (Principal) in the amount of \$15.00. The warrant was drawn in payment of PO#589994 (CAT Camp Meals Per Diem). 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 \$15.00 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 \$ 30.00 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.

*[Signature]*  
Principal Signature

*[Signature]* deliver to DES Office  
Mailing Address for replacement check

\_\_\_\_\_  
City, State Zip

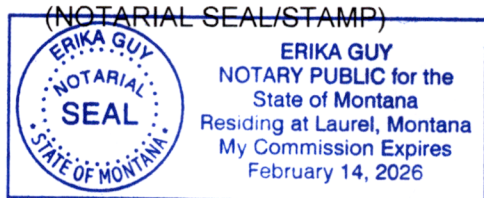
State of Montana )  
: (seal/stamp)

County of Yellowstone )

This instrument was acknowledged before me on this 13<sup>th</sup> day of January, 2025,

by Annemarie Elizabeth Overcast

*[Signature]*  
Notary Signature



APPROVED:

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Date

Replaced with warrant # \_\_\_\_\_, dated \_\_\_\_\_ (completed by County)



B.O.C.C. Regular

3. b.

Meeting Date: 01/21/2025

Title: ARPA Project Tracking Sheet Update

Submitted By: Anna Ullom, Senior Accountant

---

**TOPIC:**

ARPA Project Tracking Sheet through 1/14/2025

**BACKGROUND:**

ARPA Project Tracking Sheet through 1/14/2025.

**RECOMMENDED ACTION:**

Approve.

---

**Attachments**

ARPA Project Tracking Sheet - through 1.14.25

---

**ARPA Projects**

UPDATED: 1/10/2025

Cash @ 7.1.21	\$ 15,665,317.00
Revenue rec'd 6/10/22	15,665,317.00
LATC Funds rec'd 12/20/22 A101 #104900 / 7/31/23 A101 #109225	125,781.82
COB Water Main Repl. Share A101 #109669 8/23/23 //A101 #116289 7/24/24	325,606.10
COB STDF Portion	500,000.00
Expended to date	(23,549,564.95)
Cash @ 1/10/25	8,732,456.97
Remaining Budgeted Projects w/o Contingency	(8,732,456.97)
Left to Expend/ Assign	\$ 0.00

<b>Predicted Expenditures</b>
\$ 15,665,317.00
15,665,317.00
125,781.82
325,606.10
500,000.00
(23,549,564.95)
8,732,456.97
(8,732,456.97)
\$ 0.00

125,781.82	Remaining LATC Funds to spend (spending for CAB - Plumbing project)
-	Remaining City Funds to spend on Project #6 of 6 - South Expo Lot (Water Service Lines) project
500,000.00	Remaining City Funds to spend on Short Term Detention Facility project

Name	Discussion	Budget	Expended	Predicted Remaining Exp.	Explanation for Variance	Details	Contr act? (Y/N)	Expenditure Category
1	IAQ (indoor air quality) upgrades - HEPA Filtration (Original anticipated budget was \$4,000,000)					Pavilion & Expo HVAC Filters upgrade Completed - Arena expected to be completed end of June	Y (Eng.)	1.4 - Prevention in Congregate Settings
	- Propane-air standby facility (Original Budget was \$2,500,000.00)	\$ 1,356,565.40	\$ (1,356,565.40)	\$ -	Deduct REPLACING ALL Roof Top AHU - Declined by BOCC	Substantial completion - enclosure completed, punch list for final pay app	Y	
	Digital screens/ public address system - PA System	\$ 305,604.85	\$ (305,604.85)	\$ -	DEDUCT - Did not replace 186 Sub-Woofer in original budget	COMPLETED	Y	1.7-Other COVID-19 Public Health Expenses
	- Arena Security system & Parking Lot	\$ 1,134,518.33	\$ (1,134,518.33)	\$ -	Deducted Data Cables and extensive number of drops proposed for Expo & Pavilion	7/20/23 Project Completed	Y	1.7-Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
	- LED Video Display/Signage	\$ 1,442,076.20	\$ (1,442,076.20)	\$ -	Bids came in substantially below original estimates	11/4/22 Project complete	Y	1.7-Other COVID-19 Public Health Expenses
3	Sewer, Water, and Power infrastructure upgrades (Original Budget was \$14,509,546.00)				Will be complete once final retainage is paid to G&T Plumbing for Project #4	Upgrades on the campus to allow continued use of the facility for evacuation locations and other emergency uses; Plans & Design for Arena Sanitary Sewer Improvements beginning, Project will repair existing system to operate and originally designed however it is undersized. To improve, 2nd and 3rd Floor systems will be separated, and the largest wastewater producing areas routed to the new system and leave the smaller producers to the existing smaller system, thus improving flow on all levels. Lower level system will be properly cleaned, and trimmed to their original size and lined due to poor condition of the existing mains	Y	5.18- Water and Sewer: Other
	PROJECT #1 OF 6 – VIP PREMIUM LOT (COMPLETED) & ARENA PARKING LOT ISLANDS (COMPLETED)	\$ 872,827.23	\$ (872,827.23)	\$ -	Reduced # of Security Cameras & bids came in under estimates	COMPLETE		5.18- Water and Sewer: Other
	PROJECT #2 OF 6 - LOWER LOT (PAVILION & EXPO) OUTSIDE SEWER LINES; CARNIVAL RV LOT	\$ 6,929,149.43	\$ (6,929,149.43)	\$ -	Est vs. Bid	COMPLETE		5.18- Water and Sewer: Other
	PROJECT #3 OF 6 - ARENA LOT & RIDESHARE BID = \$2,178,344.00 less exclusion of vault (\$528,000.00) + C.O.s 60,860.52 = \$1,711,979.52	\$ 1,530,797.89	\$ (1,530,797.89)	\$ -	City Participation and value engineering	COMPLETE		5.18- Water and Sewer: Other
					Bids came in below original estimates and removed Vault replacement	1/8/24- Lot competed - punchlist items being corrected		5.18- Water and Sewer: Other

Name	Discussion	Budget	Expended	Predicted Remaining Exp.	Explanation for Variance	Details	Contr act? (Y/N)	Expenditure Category
PROJECT #4 OF 6 - ARENA - INDOOR SEWER LINES		\$ 315,319.52	\$ (308,775.23)	\$ (6,544.29)	All that's left is Retainage to pay back to G&T Plumbing	\$686,000.00 Estimated Project Total; Additional Mechanical Engineering needs to be done before releasing for bid; Intended bid date 10/10/23; 5/15/23 - C.O.B. Vac'd Alkali Creek drainage effluent, allowing run-off; 4/11/23- Effluent clogged - notify C.O.B; 11/27/23 Project Scope of Work to be reduced, as testing & scoping the lines show water lines are in good shape and will not need to be replaced. Contractors will concentrate efforts on plumbing issues. Expect significant cost savings; 1/08/24- Inspections and scoping completed-Contract not to exceed \$75,000.00 awarded to G&T Plumbing for repair & upgrades to Arena sewer lines; 2/14/24 Pay App #1 G&T Plumbing \$23,546.66 (contract \$70k); 4/18/24 Arena East side sewer line complete. Arena West sewer lines in bad shape, unforeseen circumstances. Line will need to be replaced, quote to replace is \$20k. Additional \$70k to complete project; 5/21/24 Domestic Water Improvements for Arena; Replace domestic water heater with high efficiency water heater, 2 verticle hot water storage tanks, backflow preventor, insulation and temp controls. \$189,000.00		5.18- Water and Sewer: Other
PROJECT #5 OF 6 - ARENA BACK LOTS / RV LOTS (ELECTRICAL, WATER, SANITARY SEWER, ROCK SCALING, SCARFING ROCK LEDGE, WEB CABLE NETTING)		\$ 4,346,337.54	\$ (4,346,337.54)	\$ -	Budget from this project was moved to Project #6 of 6	PROJECT ESTIMATE - \$5,500,000.00 (ASKIN = \$3,755,566.00 + WWC \$385,000.00 + Hulteng \$185,000.0 + Terracon \$150,000.00 + Contingency = \$5,475,566.00); 2/21/24 Askin Bid \$3,755,602		5.18- Water and Sewer: Other
PROJECT #6 OF 6 - SOUTH EXPO LOT - WATER SERVICE LINES	2/29/2024	\$ 1,475,237.72	\$ (1,475,237.72)	\$ -	Budget was increased- addition from Proj #5 of 6	Replacing Water service lines		5.18- Water and Sewer: Other
PROJECT #6 OF 6 - SOUTH EXPO LOT - WATER SERVICE LINES - CITY OF BILLINGS PORTION (not ARPA reported)	CITY FUNDS	\$ 325,606.10	\$ (325,606.10)	\$ -		CITY PORTION OF WATER MAIN REPLACEMENT		N/A
4 Lockwood TEDD - Engineering Costs (Original Budget was \$556,000.00)	5/27/21, 7/12/21	\$ 772,305.83	\$ (722,783.73)	\$ (49,522.10)	Will be done by end of FY25	Water & Sewer extension - Engineering costs	Y	7.2 - Transfers to Other Units of Gov't
5 YWCA	8/5/21, 3/31/22	\$ 200,000.00	\$ (200,000.00)	\$ -		Building project		2.34-Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)
6 Huntley Water & Sewer	10/26/2021	\$ 25,000.00	\$ (25,000.00)	\$ -		Approved by 2 BOCC contingent on competitive grant approval by State		7.2-Transfers to Other Units of Government
7 Kart Kleen	N/A	\$ 53,850.00	\$ (53,850.00)	\$ -		Decontamination equipment for YCDF and Patrol		1.5-Personal Protective Equipment
8 LUX Electrostatic Cleaner	N/A	\$ 1,702.00	\$ (1,702.00)	\$ -		Backpack sprayer for YSC		1.4-Prevention in Congregate Settings
9 Temperature Scanner	N/A	\$ 2,907.00	\$ (2,907.00)	\$ -		3 body temperature scanners for YCDF		1.4-Prevention in Congregate Settings
10 County Attorney	10/26/2021	\$ 996,901.51	\$ (996,901.51)	\$ -		To address increased crime, court case backlogs, and extended pre-trial or pre-revocation hearing status of defendants in YCAO		3.4-Public Sector Capacity: Effective Service Delivery
11 Remote Learning Wifi and Cabling YSC	N/A	\$ 13,583.49	\$ (13,583.49)	\$ -				1.7-Other COVID-19 Public Health Expenses
12 VTC Equip for Justice Court	N/A	\$ 2,388.88	\$ (2,388.88)	\$ -		New VTC equipment for JC to connect to YCDF for arraignments.		1.7-Other COVID-19 Public Health Expenses
13 EXTENSION / 4H HVAC SYSTEM		\$ 132,880.00	\$ (132,880.00)	\$ -		\$5,800 Con'eer Engineering; \$16,848.57 Cond. Air Systems		1.4-Prevention in Congregate Settings
14 County Admin/Miller Building - HVAC		\$ 1,790,605.00	\$ -	\$ (1,790,605.00)		HVAC portion of Dick Anderson Construction contract.		1.4-Prevention in Congregate Settings

Name	Discussion	Budget	Expended	Predicted Remaining Exp.	Explanation for Variance	Details	Contr act? (Y/N)	Expenditure Category
16 County Admin/Miller Building - Plumbing		\$ 1,878,936.68	\$ (116,750.00)	\$ (1,762,186.68)		Plumbing portion of Dick Anderson Construction contract is \$2,199,408 - reduced budget by \$320,471.32 (\$125,781.82 LATC funds + \$194,689.50 GF portion) to get to zero dollars left to obligate		6.1-Provision of Government Services
16 County Admin/Miller Building - Plumbing (LATC Funds Report)	<b>LATC FUNDS</b>	\$ 125,781.82	\$ -	\$ (125,781.82)		Plumbing from Dick Anderson Construction contract partially funded with LATC Funds		N/A
15 Short Term Jail		\$ 5,723,929.50	\$ (1,226,112.42)	\$ (4,497,817.08)		Remainder of project/contracts to be expensed out of General Fund CIP; this budget amount represents signed contracts as of 12/31/24.		6.1-Provision of Government Services
15 Short Term Jail (not ARPA reported)	<b>CITY FUNDS</b>	500,000.00	-	\$ (500,000.00)		Will receive \$750k in FY25, and \$750k in FY26		N/A

B.O.C.C. Regular

3. c.

Meeting Date: 01/21/2025

Title: Request to City for Stillwater Lease Extension

Submitted For: Kevan Bryan, OMB Director

Submitted By: Kevan Bryan, OMB Director

---

**TOPIC:**

Request to City for Stillwater Lease Extension

**BACKGROUND:**

The County notified the City of Billings on November 19, 2024 of its intent to decline a 3-year renewal option on third floor space at the Stillwater Building. The BOCC desires a month-to-month lease extension from May 23, 2025 – May 22, 2026.

**RECOMMENDED ACTION:**

Approve

---

**Attachments**

Stillwater Lease Extension Request to COB

---

# Yellowstone County



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

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

January 28, 2025

City of Billings  
Attn: Mr. Chris Kukulski, City Administrator  
210 North 27<sup>th</sup> Street  
Billings, MT 59101

Dear Mr. Kukulski:

Enclosed with this letter you will find an Addendum to Lease Agreement for the space we currently rent from the City at the Stillwater Building. It has been executed by the Board of County Commissioners. Along with this addendum, we are enclosing a copy of the correspondence forwarded to you on November 19, 2024 in which we formally declined our three-year option to extend the lease and referenced our desire to come to a short-term lease arrangement with the City.

The attached addendum follows the terms that our OMB Director suggested to you at a breakfast meeting late last year.

There is likely uncertainty over the next five years as to your needs at Stillwater, our court related space needs, and what requirements or decisions made at the state level might have on your operations and ours. Further, we don't believe it is in your or our best interests to consider any long-term arrangement for space until we get closer to the time that the City moves beyond some limitations currently attached to the Stillwater Building.

Our goal is to keep this extension simple and straightforward. As consideration, the City will be given an "early" 3% increase in your lease rate to us that has occurred every January that we have occupied third floor space.

We trust that you will find this addendum acceptable and will forward it to the Billings City Council for final approval.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

---

Mark Morse, Chair

---

Michael J. Waters, Member

---

John Ostlund, Member

## ADDENDUM TO LEASE AGREEMENT

The Agreement dated January 23, 2018, between WC COMMERCIAL, LLC (WC), lessor, and YELLOWSTONE COUNTY (COUNTY) a political subdivision of the State of Montana, lessee, is amended by agreement of the parties by this Addendum. The City of Billings (City) subsequently purchased the building. As part of that transaction, WC assigned its lease rights to the City. There is no other agreement between the parties outside of the original Agreement and this Addendum with regards to the building.

References in this Agreement to the Contract are to the Contract as previously amended or varied.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to keep, perform, and fulfill the promises, conditions, and agreements below:

1. The Contract is amended as follows:
  - a. The County declines the 3-year option, as communicated in writing to the City by the Board of County Commissioners on November 19, 2024.
  - b. The City shall allow the County, at the County's sole discretion to continue to lease the premises on a month-to-month basis, beginning May 23, 2025 for a term of up to 12 months to May 22, 2026.
  - c. The County will give the City a 90-day notice of intent to vacate and terminate, should it determine that it will not exercise the full term of this extension.
  - d. In exchange, the County will pay an additional 3% to the monthly rate at the end of the 7-year lease term, ending on May 22, 2025, as compensation to the City.
2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF the Parties have duly affixed their signatures on this \_\_\_\_ day of \_\_\_\_\_, 2025.

YELLOWSTONE COUNTY BY AND THROUGH  
ITS BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Morse, Chairperson

\_\_\_\_\_  
Michael J. Waters, Member

\_\_\_\_\_  
John Ostlund, Member

CITY OF BILLINGS

\_\_\_\_\_  
Authorized Agent of City of Billings

Attest:

\_\_\_\_\_  
Jeff Martin  
Yellowstone County Clerk and Recorder



# Yellowstone County



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

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

November 19, 2024

City of Billings  
Attn: Mr. Chris Kukulski, City Administrator  
210 North 27<sup>th</sup> Street  
Billings, MT 59101

Dear Mr. Kukulski:

Please be advised that Yellowstone County will not be exercising the three-year renewal option on its space at the Stillwater Building in May of 2025. Our 2018 lease with WC Commercial, assumed by the City upon its purchase of the building on October 15, 2021 requests notification of intent at least 180 days prior to the expiration of said lease on May 22, 2025.

While the language in the lease only applies to the County exercising the option, the Board of County Commissioners seeks to state our decision not to exercise the option for clarity of intent. Further, the County desires to negotiate a short-term extension of the lease to accommodate our need for the leased space until our remodeled County Administration Building, located at 2825 3<sup>rd</sup> Avenue North, is ready for occupancy at or near the end of 2025.

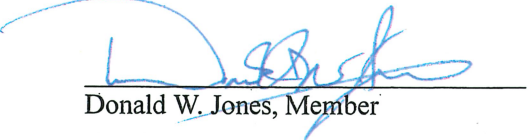
It is our opinion that by the end of a short-term extension, the County will have more certainty as to our longer-term space needs, the costs of our remodel of the County Administration Building, the remodel of the Courthouse to allow for court related growth well into the future, along with being able to fully assess how 2025 legislative changes may impact our finances into the future.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

  
John Ostlund, Chair

  
Mark Morse, Member

  
Donald W. Jones, Member

Cc: Mr. Kevin Iffland, Assistant City Administrator  
Ms. Jessica Iverson, City Facilities Manager  
Mr. John Caterino, City Facilities Superintendent

B.O.C.C. Regular

3. d.

Meeting Date: 01/21/2025

Title: Sub-Grantee Agreement for Crisis Diversion Grant #HHS-BHDD-0114AP-P  
25-101-74048-0

Submitted For: Jennifer Jones, Finance Director Submitted By: Lisa Sticka, Comptroller

---

TOPIC:

South Central Regional Mental Health Center for Veteran's Navigation Network Sub-Grantee Agreement for Crisis Diversion Grant #HHS-BHDD-0114AP-P 25-101-74048-0

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve

---

Attachments

MHC Veteran's Navigation Network Sub-Grantee

---

**SUB-GRANTEE AGREEMENT BETWEEN YELLOWSTONE COUNTY AND SOUTH CENTRAL REGIONAL MENTAL HEALTH CENTER FOR VETERAN'S NAVIGATION NETWORK**

**SERVICES PROVIDED FOR THE CRISIS DIVERSION IN MONTANA COMMUNITIES GRANT  
BETWEEN THE STATE OF MONTANA,  
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
AND YELLOWSTONE COUNTY  
TASK ORDER NUMBER HHS-BHDD-0114AP-P  
25-101-74048-0  
TO THE MASTER CONTRACT  
HHS-PHSD-00000499  
EFFECTIVE JULY 1, 2019 TO JUNE 30, 2026**

**SECTION 1. PARTIES**

This Task Order is entered into between the Yellowstone County, ("County"), 316 N 26<sup>th</sup> St #3401, Billings, Montana, 59101, Phone Number (406) 256-2701 and South Central Regional Mental Health Center for Veteran's Navigation Network ("Contractor"), Federal ID Number 81-0359499, PO Box 219, Billings, MT 59103, Phone Number (406) 252-5658 for the purpose of providing services for the State of Montana Department of Health and Human Services ("Department") Task Order Number HHS-BHDD-0114AP-P ;

**THE DEPARTMENT AND CONTRACTOR AGREE AS FOLLOWS:**

**SECTION 2. PURPOSE**

The purpose of this Task Order is to provide strategic proposals to address the critical need for crisis diversion in Montana communities through funding requirements of the Crisis Diversion Grants program, formally known as the County and Tribal Matching Grant program.

**SECTION 3. TERM OF TASK ORDER**

- A. The term of this Task Order for the purpose of delivery of services is from July 13, 2024, through June 30, 2027.
- B. Each Party, after expiration or termination of this Task Order, remain subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the Task Order including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, and property ownership and use.

**SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK**

- A. The Contractor agrees to provide the following services: Item #8 (Veteran's Navigation Network portion of this item) of Attachment A on page 7.
- B. The Department agrees to do the following: To provide technical assistance regarding any contracted projects requested by the contractor.

**SECTION 5. CONSIDERATION, PAYMENTS, AND PROGRESS PAYMENTS**

- A. In consideration of the services provided through this Task Order, the County will pay the Contractor a total maximum of \$68,140.80 in Year 1, \$70,185.02 in Year 2 and \$72,290.58 in Year 3.
  
- B. All invoices must be received monthly by the County no later than 15 days following the end date of each period. Invoices received after 60 days after the end date of each period will not be paid by the County.

**SECTION 6. ADVANCED PAYMENTS, RESERVED**

This section has been left intentionally blank.

**SECTION 7. SOURCE OF FUNDS AND FUNDING CONDITIONS**

The sources of the funding for this Task Order are from the State General Fund and a State Special Revenue Fund.

TERM	AMOUNT	FUNDING SOURCE
July 13, 2024 – June 30, 2025	\$68,140.80	SGF/SSRF
July 1, 2025 – June 30, 2026	\$70,185.02	SGF/SSRF
July 1, 2026 – June 30, 2027	\$72,290.58	SGF/SSRF
TOTAL	\$210,616.40	

**SECTION 8. CFR 200, RESERVED**

**SECTION 9. TERMINATION**

Either party may terminate this Task Order in accordance with the Master Contract.

**SECTION 10. LIAISON AND SERVICE OF NOTICES START HERE**

- A. Jennifer Jones, or their successor, will be the liaison for the County. Contact information is as follows:

Jennifer Jones, Finance Director  
Yellowstone County  
316 North 26<sup>th</sup> Street Rm 3401  
Billings, MT 59101  
Phone Number (406) 256-2816  
jjones@yellowstonecountymt.gov

Rod Ostermiller, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Rod Ostermiller, CEO  
South Central Regional Mental Health Center

PO Box 219  
Billings, MT 59103  
Phone Number: (406) 252-5658  
Email Address: rostermiller@scmrmhc.org

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

- B. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Task Order.

## **SECTION 11. FEDERAL REQUIREMENTS**

The Contractor agrees that they will comply with all federal statutes and regulations in providing services and receiving compensation under this Task Order. The Contractor acknowledges that there are certain federal statutes and reporting requirements that must be followed whenever certain federal funds are used. It is the Contractor's responsibility to comply with all federal laws and reporting requirements.

## **SECTION 12. DEPARTMENT GUIDANCE**

The Contractor may request from the Department guidance in administrative and programmatic matters that are necessary to the Contractor's performance. The Department may provide such guidance as it determines is appropriate. Guidance may include providing copies of regulations, statutes, standards and policies that are to be complied with under this Task Order. The Department may supply essential interpretations of such materials and this Task Order to assist with compliance by the Contractor. The Contractor is not relieved by a request for guidance of any obligation to meet the requirements of this Task Order. Legal services will not be provided by the Department to the Contractor in any matters relating to the Task Order's performance under this Task Order.

## **SECTION 13. INFORMAL DISPUTE RESOLUTION PROCEDURES**

In addition to the Choice of Law and Remedies in the Master Contract, the Contractor may provide written request for resolution about any disagreement about the Task Order to the Yellowstone County Board of County Commissioners, [bocc@yellowstonecounty.mt.gov](mailto:bocc@yellowstonecounty.mt.gov), Phone Number (406) 256-2701, with a copy to Jennifer Jones, Finance Director, Phone Number (406) 256-2816, [jjones@yellowstonecountymt.gov](mailto:jjones@yellowstonecountymt.gov)

## **SECTION 14. PUBLIC INFORMATION AND DISCLAIMERS**

- A. The Contractor may not access or use personal, confidential, or privileged information obtained through the Department, its agents and contractors, unless the Contractor does so:
1. in conformity with governing legal authorities and policies;
  2. with the permission of the persons or entities from whom the information is to be obtained; and
  3. with the review and approval by the Department prior to use, publication or release.

Privileged information includes information and data the Department, its agents and contractors produce, compile or receive for state and local contractual efforts, including those local and state programs with which the Department contracts to engage in activities related to the purposes of this Task Order.

B. The Contractor may not use monies under this Task Order to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department or the County under this Task Order with any specific political agenda, political party, a candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.

C. The Contractor must inform any people to whom it provides consultation or training services under this Task Order that any opinions expressed do not necessarily represent the position of the Department or the County. When using non-federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the statement:

*“This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department.”*

D. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Task Order funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Task Order.

*“For contracts funded in whole or part with federally appropriated monies received through programs administered by the U.S. Department of Health & Human Services, Education or Labor. Section 503 of H.R. 3288, “Consolidated Appropriations Act, Division D, Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2010”, Pub. L. No. 111-117, and in H.R. 1473, “Department” Of Defense And Full-Year Continuing Appropriations Act, 2011”, Title I – General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments.”*

E. When using federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the following statement or its equivalent and must be approved by the Department liaison, prior to use, publication and release.

F. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Contractor or its agents produce with task order monies to describe and promote services provided through this Task Order.

**SECTION 15. SCOPE OF TASK ORDER**

This Task Order consists of Five (5) numbered pages and the following Attachments:

- Attachment A: Scope of Work
- Attachment B: Budget
- Attachment C: Invoice Template
- Attachment D: Annual Assurances

All of the provisions of the Master Contract are incorporated into and are controlling as to this Task Order. In the case of a material conflict, a dispute, or confusing language between this Task Order and Master Contract the Master Contract shall control. This Task Order does not stand alone. If Master Contract lapses, so does this Task Order. The original Task Order will be retained by the Department. A copy of the original has the same force and effect for all purposes as the original. This is the entire Task Order between the parties.

**SECTION 16. AUTHORITY TO EXECUTE**

Each of the parties represents and warrants that this Task Order is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order and the Master Contract.

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order on the dates set out below:

**YELLOWSTONE COUNTY**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark Morse, Chair

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael J. Waters, Member

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
John Ostlund, Member

**CONTRACTOR,**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Rod Ostermiller, CEO

## ATTACHMENT A

### SCOPE OF WORK

Contractor is expected to coordinate planning, implementation, and provision of services with local governments and critical community stakeholders such as healthcare and hospital systems, behavioral health providers, public health, local law enforcement, criminal and judicial systems, social services, primary care, and community members.

A. For services purchased under this Contract, the Contractor must:

1. Provide reports in a specified timeframe for agreed upon reporting requirements including:
  - a. Monthly member level data;
  - b. Quarterly progress reports; and
  - c. Ad-hoc reports and evaluations that have been supported through this funding source.
2. Actively participate in virtual check-ins with grant program manager on a basis determined by the program manager.
3. Actively participate in technical assistance provided by the Department in the form of webinars, conference calls, and one-on-one conversations.
4. Allow and actively participate in site visits and/or any other activities that are requested by the Department.

B. For services purchased under this Contract, the Contractor agrees to provide the following services and conduct the following activities;

1. Establish and maintain an active Crisis Coalition that:
  - a. Is comprised of a diverse array of crisis system stakeholders, including individuals with lived experience;
  - b. Meets on at least a quarterly basis;
  - c. Establishes a Crisis Coalition Charter that outlines the:
    - i. Purpose of the coalition;
    - ii. Responsibilities of the coalition members; and
    - iii. Goals of the coalition.
  - d. Develops a crisis system strategic plan that aligns with local needs, national best practices, and the Crisis Now model;
  - e. Leverages coalition members' resources to support the implementation of the strategic plan; and
  - f. Engages in data sharing that supports accurate crisis system data collection, analysis, and reporting.
2. Support a Crisis Coalition Coordinator within the community who:
  - a. Dedicates a minimum 0.5 FTE to the development of the community's crisis system;
  - b. Facilitates Crisis Coalition meetings;
  - c. Leads the implementation of the Crisis Coalition's strategic plan;



- d. Coordinates crisis system initiatives;
  - e. Acts as the primary contact for local and State stakeholders regarding the community's crisis system;
  - f. Consolidates and reports crisis coalition progress and metrics to local and State stakeholders; and
  - g. Actively participates in technical assistance opportunities provided by the Department and its identified partners.
3. Assess the available services and resources within a community or region to develop a report that identifies opportunities for system improvement.
  4. Partner with a Technical Assistance Provider that has experience with and will support the establishment and facilitation of a crisis coalition and/or aid in crisis coalition activities that bring together a community's key stakeholders and strategically work toward crisis system improvement.
  5. Fund contracted support or staff time of an individual who has a formal relationship with local servicing call center or if applicable, United Way, and updates the 211 system with the most current behavioral health and crisis resources in the community.
  6. Establish and maintain a Crisis Intervention Team (CIT) community in accordance with CIT Montana standards. Contractor will:
    - a. Provide documentation from CIT Montana attesting to program's ability to meet their program standards and agreeing to host an academy; and
    - b. Facilitate 2 annual Crisis Intervention Team (CIT) academies in year(s) 1, 2, and 3 of the grant cycle in accordance with CIT Montana standards for law enforcement, first responders, mental health providers, community members and other stakeholders.
  7. Establish and maintain a Crisis Intervention Team (CIT) lead through the Community Crisis Center that will:
    - a. Serve as the primary contact for community's CIT program;
    - b. Foster multilevel interactions among the CIT community, including: stakeholders, committee, police, leadership, and City/County officials;
    - c. Advance working relationships with community partners and state organizations to promote and sustain the CIT program;
    - d. Provide continual leadership, training, and support to agencies with dedicated CIT coordinators;
    - e. Develop, implement, and review CIT policy and procedures;
    - f. Provide leadership for CIT Patrol officers;
    - g. Teach the CIT 40 Hour Basic Training Academy and on-going CIT In-Service; and
    - h. Help facilitate at least two other academies outside their community.
  8. Support 2 FTE Community Based Care Coordinators that work with eligible clients based on Medical Necessity as defined in the RFP for this grant, or in updates provided by the Department, to ensure they receive the right care at the right time by coordinating services and referrals and tracking clinical outcomes. The Care Coordinators must be approved by the Behavioral Health and Developmental Disabilities Division (BHDD) of the Department and be trained in trauma informed care, de-escalation strategies, and

harm-reduction, as specified by the Department. Care Coordination services must be delivered by a Care Coordinator whose primary responsibility is the delivery of Care Coordination services.

- a. Community Based Care Coordination includes the following:
    - i. Coordinating and implementing care plans;
    - ii. Advocating on the client's behalf;
    - iii. Facilitating access to needed services;
    - iv. Guiding clients through community resource options; and
    - v. Assisting clients in reducing barriers to community integration.
  - b. It is not required that each client receiving Care Coordination receive every service listed above. Medically necessary services delivered must be documented clearly in the client's individualized treatment plan in the client's file.
9. Support 1 FTE Tenancy Support Specialist in year 1 of the grant cycle that addresses the housing needs of adults who are disabled, chronically homeless, and seeking permanent housing. Services to be provided include the assessment, identification, arrangement, and provision of pre-tenancy, housing stabilization, tenancy sustaining, and housing-focused service coordination. Provider must:
- a. Receive approval from the Department to provide services and be enrolled in Montana Medicaid as a service provider;
  - b. Ensure staff either hold a bachelor's degree in a social-service related field or have relevant experience that may substitute for education;
  - c. Ensure staff have at least one year of experience interacting with individuals who have mental health or co-occurring mental health and substance use disorders; and
  - d. Develop policies and procedures for initial and ongoing staff training for these services that includes education on federal and local housing programs;
  - e. Adhere to the service requirements for Tenancy Support Specialist outlined in the RFP for this grant, or in updates provided by the Department.
10. Support the establishment and continuation of Mobile Crisis Response Services by funding startup and one-time costs that accrue outside of the normal operational costs of operating a mobile crisis response team.
- a. One-time costs include:
    - i. Equipment to start an additional Mobile Crisis Response Team in year 1 and 2 of the grant cycle;
    - ii. Purchase of a vehicle in year 2 of the grant cycle; and
    - iii. Replacement of worn equipment in year 3 of the grant cycle.
  - b. The Department cannot reimburse through grants for Medicaid reimbursable services.
  - c. If contractor ceases service delivery during this grant cycle, contractor will be required to pay back start-up costs as requested by the Department.
11. Pursue a Pathways Community Hub Certification or a similar community care coordination center with Riverstone Health as the lead partner organization. This Innovative Crisis Project will support a 1 FTE Program Coordinator Position that will oversee and supervise Community Health Workers.

C. Other Provisions:

1. Anything outside of the scope of above Section B requires the written approval of the Department prior to being funded through these grant monies.
2. Anything within the scope of above Section B that becomes Medicaid reimbursable during the term of this contract must be billed to Medicaid and will no longer be funded through these grant monies.

D. Reporting and Documentation Requirements:

1. Contractor agrees to provide monthly member level data reporting for individuals served under this grant to include:
  - a. month reported;
  - b. date of service;
  - c. type of service;
  - d. service setting;
  - e. disposition;
  - f. For those served, identifying and socio-demographic data including:
    - i. name;
    - ii. date of birth;
    - iii. Social Security Number;
    - iv. gender;
    - v. race;
    - vi. employment status;
    - vii. housing status;
    - viii. veteran status; and
    - ix. highest grade completed;
  - g. Monthly member level data must be submitted with monthly invoice.
2. Contractor agrees to provide quarterly progress report to include:
  - a. Progress toward outcome metrics within strategic plan to include:
    - i. successes;
    - ii. challenges;
    - iii. strategies to overcome challenges; and
    - iv. technical assistance needs.
  - b. Community-level quarterly data to include:
    - i. total number of individuals diverted from:
      - a. an emergency department;
      - b. hospitalization;
      - c. the Montana State Hospital; and
      - d. jail;
    - ii. total number of behavioral-health related responses from law enforcement;
    - iii. total number of individuals booked into jail with an acute behavioral health diagnosis;
    - iv. total number of individuals with a behavioral health diagnosis who return to a detention center within 6 months of previous discharge;
    - v. total number of individuals diverted from an emergency department, hospitalization, and the Montana State Hospital; and
    - vi. total cost, including both Crisis Diversion Grant funding and other funding sources, of implementing each direct service.

- c. Quarterly progress reports must be submitted by:
  - i. Quarter 1 (July 2024 - September 2024): October 15, 2024
  - ii. Quarter 2 (October 2024—December 2024): January 15, 2025
  - iii. Quarter 3 (January 2025—March 2025): April 15, 2025
  - iv. Quarter 4 (April 2025—June 2025): July 15, 2025
  - v. Quarter 5 (July 2025 - September 2025): October 15, 2025
  - vi. Quarter 6 (October 2025—December 2025): January 15, 2026
  - vii. Quarter 7 (January 2026—March 2026): April 15, 2026
  - viii. Quarter 8 (April 2026—June 2026): July 15, 2026
  - ix. Quarter 9 (July 2026 - September 2026): October 15, 2026
  - x. Quarter 10 (October 2026—December 2026): January 15, 2027
  - xi. Quarter 11 (January 2027—March 2027): April 15, 2027
  - xii. Quarter 12 (April 2027—June 2027): July 15, 2027
  
- 3. The Department will electronically provide monthly and quarterly data reporting template.

## ATTACHMENT B

### BUDGET

UNITED WAY - Crisis Diversion Grant SFY25-27 Budget				
Funding Option:	SFY25 Budget:	SFY26 Budget:	SFY27 Budget:	SFY27 Budget:
1.1.a. Crisis Coalition Coordinator	\$ 110,000.00	\$ 122,733.89	\$ 113,611.18	\$ 113,611.18
1.1.b. Resource Mapping	\$ 2,000.00	\$ 6,800.00	\$ 2,000.00	\$ 2,000.00
1.1.c. Crisis System Technical Assistance	\$ 81,000.00	\$ 81,000.00	\$ 81,000.00	\$ 81,000.00
1.1.d. 211 System Support	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00
Tier 1 Total:	\$ 235,000.00	\$ 252,533.89	\$ 238,611.18	\$ 238,611.18
2.1.a. Crisis Intervention Team (CIT) Program	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
2.2.a. Community-based Care Coordination	\$ 136,281.60	\$ 140,370.04	\$ 144,581.15	\$ 144,581.15
2.3.b. Tenancy Support Specialist	\$ 109,923.20	\$ -	\$ -	\$ -
2.4.b. Mobile Crisis Response Program startup and one-time costs	\$ 30,000.00	\$ 85,000.00	\$ 30,000.00	\$ 30,000.00
Tier 2 Total:	\$ 283,704.80	\$ 232,870.04	\$ 182,081.15	\$ 182,081.15
3.1.a. Innovative Crisis Projects	\$ 77,875.20	\$ 80,211.46	\$ 82,617.80	\$ 82,617.80
Tier 3 Total:	\$ 77,875.20	\$ 80,211.46	\$ 82,617.80	\$ 82,617.80
Administrative Costs:	n/a	n/a	n/a	n/a
<i>Total Budget:</i>	SFY25 Total:	SFY26 Total:	SFY27 Total:	SFY27 Total:
	\$ 596,580.00	\$ 565,615.39	\$ 503,310.13	\$ 503,310.13
<b>SFY25-27 Total Award:</b>		<b>\$ 1,665,505.52</b>		
<i>NOTE: This grant requires a local match for applicable expended funds. Administrative Costs are not applicable to calculating the required match.</i>				
<i>Match required if total applicable budget is expended:</i>	\$ 2,081,881.89	<i>Match Rate:</i>	0.8	



**ATTACHMENT D**  
**ANNUAL ASSURANCES**

**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**, South Central Regional Mental Health Center for Veteran's Navigation Network, 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 YELLOWSTONE COUNTY.
- 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. Part15 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. [HIPAA Home | HHS.gov](http://www.hhs.gov/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.

**CONTRACTOR**

BY: \_\_\_\_\_  
Rod Ostermiller, CEO

Date: \_\_\_\_\_

B.O.C.C. Regular

3. e.

Meeting Date: 01/21/2025

Title: Wells Fargo Banking Agreement Extension

Submitted For: Jennifer Jones, Finance Director

Submitted By: Anna Ullom, Senior Accountant

---

**TOPIC:**

Wells Fargo Banking Agreement Extension

**BACKGROUND:**

Wells Fargo Banking Agreement Extension to December 1, 2026

**RECOMMENDED ACTION:**

Approve

---

**Attachments**

Wells Fargo Banking Agreement Extension to 12.31.26

---



January 14, 2025

Yellowstone County  
217 N 27<sup>th</sup> St.  
Billings MT 59101

Re: Contact for Treasury Management Services and Pricing

Dear Yellowstone County:

We are pleased to offer Yellowstone County (“you”) a contract for banking and treasury management services at the proposed pricing described on the Wells Fargo Treasury Management Proposal, Pricing as of **January 1, 2025**, which is attached hereto as Exhibit 1, for a term of 23 months, effective as of January 1, 2025, through December 1, 2026.

Additional fees will apply to new deposit and treasury management services not described on Exhibit 1. We will provide information regarding those fees in connection with the implementation of any such additional services. We reserve the right to modify pricing to reflect the impact of any changes in law, regulations or interpretations thereof. We also reserve the right to change our pricing methodology, including element IDs for a particular service, so long as the change does not increase the total price of such service to you (unless permitted under the immediately preceding sentence).

This letter agreement along with the Master Agreement for Treasury Management Service, attached hereto as Exhibit 2, will constitute the contract governing our deposit and treasury management services relationship. The Service Documentation, including the Service Descriptions for the treasury management services you are enrolled in are posted at our Vantage portal.

If you agree, please sign, date, and return this agreement below. Thank you for your business and continued partnership with Wells Fargo Bank. Please feel free to call me with any questions.

Sincerely,

Matthew Everett  
Lead Commercial Relationship Manager  
Vice President, Government Banking Division

**Acknowledged and Agreed:**  
Yellowstone County

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit 1



# Treasury Management Proposal

### Yellowstone County2025

Pricing as of January 2025

WF Code	Service Description	Price	Monthly Volume	Activity Charges
<b>ACH Fraud Filter</b>				
34333	ACH FRAUD FILTER REVIEW MO BASE	5.00000	8	40.00
34335	ACH FRAUD FILTER REVIEW - ITEM	1.00000	4	4.00
	<b>Subtotal</b>			<b>44.00</b>
<b>ACH Origination</b>				
ES280	ACH MONTHLY BASE	20.00000	13	260.00
ES805	ACH COID DELETE EXEMPT SURCHARGE	0.00000	1	0.00
ES211	ACH FUTURE DATED ITEM	0.05000	4,664	233.20
ES216	ACH SAME DAY	0.00000	2	0.00
ES206	ACH ORIGINATED - ADDENDA REC	0.01000	3	0.03
06505	ACH RETURN ADMIN -ELECTRONIC	0.50000	5	2.50
06504	ACH RETURN ADMIN -MANUAL	0.00000	2	0.00
06502	ACH RETURN ITEM-ELECTRONIC	0.50000	1	0.50
06503	ACH RETURN ITEM-MANUAL	0.00000	1	0.00
06507	ACH RETURN UNAUTHORIZED -ELECTRONIC	0.50000	0	0.00
06506	ACH RETURN UNAUTHORIZED -MANUAL	0.00000	0	0.00
ES803	ONLINE PAYMENTS BATCH RELEASE	20.00000	12	240.00
ES801	ACH TRANSMISSION CHARGE	4.00000	51	204.00
ES237	ACH FAX SERVICE	7.00000	6	42.00
ES235	ACH MAIL SERVICE	0.00000	0	0.00
ES346	ACH EXCEPTION PROCESS-DUPPLICAT FILE	0.00000	0	0.00
34377	ONLINE PAYMENTS BASE FEE	30.00000	4	120.00
ACH1D	ONLINE PAYMENTS NEXT DAY ITEM	0.05000	1,185	59.25
ES342	ACH CUSTOMER REPORTS	0.00000	0	0.00
ES339	ACH SPECIAL INVESTIGATION	0.00000	1	0.00
06525	ACH NOC - ELECTRONIC	0.50000	8	4.00
34330	ACH SUBSCRIPTION PER CO ID	11.50000	18	207.00
06190	ACH REJECT ITEM	6.50000	0	0.00
06511	ACH RETURN UNAUTHORIZED QUALITY FEE	5.00000	0	0.00
ACHYD	ONLINE PAYMENTS SAME DAY ITEM	1.50000	0	0.00
ES806	SDD ACH REPORTING	25.00000	3	75.00
ES361	ACH REVERSAL - ITEM	35.00000	4	140.00
	<b>Subtotal</b>			<b>1,587.48</b>
<b>ACH Receive</b>				
ES349	ACH RECEIVED ADDENDA	0.00000	269	0.00
ES344	ACH RECEIVED ITEM	0.05000	617	30.85
	<b>Subtotal</b>			<b>30.85</b>
<b>Account Reconciliation</b>				
34337	ONLINE CHECK ISSUES-ITEM	0.08000	111	8.88
12687	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.01000	6,143	61.43
12377	ARP FULL RECON-ITEM	Minimum	2,934	75.00
12060	ARP MONTHLY BASE - FULL	25.00000	1	25.00
12061	ARP MONTHLY BASE - PARTIAL	15.00000	1	15.00
12604	ARP OPTIONAL REPORTS	1.00000	93	93.00
12430	ARP OUTPUT - TRANSMISSION	1.00000	22	22.00
12609	ARP PAPER STATEMENT/REPORT DELIVERY	0.00000	27	0.00
12684	ARP PAPER STMT/REPORT MONTHLY BASE	35.00000	2	70.00
12602	ARP STATEMENT - FREQUENT CYCLE	10.00000	25	250.00

12707	DEPOSIT LOCATION REPORTING - ITEM	0.05000	411	20.55
34350	ONLINE ARP STMT & RPTS MONTHLY BASE	0.00000	2	0.00
12694	OUTGOING TRANSMISSION - PER ITEM	0.01000	2,775	27.75
	<b>Subtotal</b>			<b>668.61</b>
<b>Branch Services</b>				
CK101	CASHIER'S CHECK	0.00000	0	0.00
08172	ADJ FOR CASH DEPOSITED IN WF BRANCH	20.00000	1	20.00
CK161	CASH DEPOSITED IN WF BRANCH	0.00600	42,406	254.44
CK197	CASH ORDER FEE IN A WF BRANCH	15.00000	5	75.00
CK131	ROLLED COIN FURNISHED BY WF BRANCH	0.80000	2	1.60
CK141	CURRENCY FURNISHED BY WF BRANCH	0.00600	1,900	11.40
22810	WF CHK CASHED FOR NONACCT HOLDER	10.00000	17	170.00
08052	BRANCH DEPOSIT	6.00000	9	54.00
	<b>Subtotal</b>			<b>586.44</b>
<b>Desktop Deposit Electronic Dep Serv</b>				
15017	DESKTOP DEPOSIT MONTHLY BASE	25.00000	1	25.00
	<b>Subtotal</b>			<b>25.00</b>
<b>E-BOX Service</b>				
ED515	E-BOX PAYMENT RETURN	0.15000	2	0.30
ED500	E-BOX MONTHLY MAINT (W/CROSS REF)	100.00000	1	100.00
ED524	E-BOX REVERSAL REPORTING MTHLY BASE	25.00000	1	25.00
	<b>Subtotal</b>			<b>125.30</b>
<b>E-Bill Express</b>				
28357	E-BILL EXPRESS PROF MONTHLY BASE	380.00000	1	380.00
28364	E-BILL EXPRESS-AR FILE VIA SAFE	125.00000	1	125.00
28377	EBILLEXPRESS-PER BILL RECORD LOADED	0.20000	150	30.00
28361	E-BILL EXPRESS PAYMENT	0.50000	301	150.50
28365	E-BILL EXPRESS-BILL FILE VIA SAFE	15.00000	29	435.00
	<b>Subtotal</b>			<b>1,120.50</b>
<b>EDI Reporting</b>				
34242	ONLINE EDI PMT DETAIL - ITEM	0.20000	0	0.00
34240	ONLINE EDI PMT DETAIL SUBSC MO BASE	50.00000	1	50.00
	<b>Subtotal</b>			<b>50.00</b>
<b>Gen Acct Services Recoupment</b>				
IAMTH	RECOUPMENT MONTHLY	0.12750	5,635	718.46
24250	OVERDRAFT CHARGE-PAID ITEM	0.00000	0	0.00
CK001	ACCOUNT MAINTENANCE W/ CHK RETURN	15.00000	2	30.00
22051	ACCT MAINTENANCE	10.00000	6	60.00
CK021	DEBITS POSTED	0.08000	371	29.68
CK018	ELECTRONIC CREDITS POSTED	0.08000	676	54.08
CK049	DDA STATEMENT - PAPER	5.00000	1	5.00
08026	CHECK DEPOSIT ADJUSTMENT	0.00000	2	0.00
22060	DDA STMT W/IMAGE PREMIUM-MTHLY BASE	25.00000	0	0.00
	<b>Subtotal</b>			<b>178.76</b>
<b>General Disbursement Services</b>				
DS501	DDA SERIAL SORT MONTHLY BASE	30.00000	1	30.00
MD091	PYMT AUTH MAX CHECK MTHLY BASE	10.00000	2	20.00
12670	STOP PAYMENT - ONLINE	5.00000	4	20.00
22068	CHECKS RETURNED W/STATEMENT-ITEM	0.05000	2,763	138.15
22202	DDA CHECKS PAID	0.10000	3,099	309.90
12677	MICR CHECK REJECTS >1% THROUGH 2%	0.80000	0	0.00
22225	CHECK CASHING THRESHOLD MO BASE	10.00000	1	10.00
22245	CHECKS PAY TO INDIV BLOCK MO BASE	10.00000	1	10.00
22235	OTC DEBIT BLOCK MONTHLY BASE	10.00000	1	10.00
	<b>Subtotal</b>			<b>548.05</b>

<b>Global Check Clearing</b>				
IL152	DEPOSITED CHECK ON CANADIAN BANK	0.00000	0	0.00
	<b>Subtotal</b>			<b>0.00</b>
<b>Image Delivery</b>				
64104	IFI MAINTENANCE PER PRODUCT	125.00000	1	125.00
64101	IFI PAID CHECKS - IMAGE	0.02000	3,728	74.56
	<b>Subtotal</b>			<b>199.56</b>
<b>Incoming Wire Transfers</b>				
ES030	WIRE IN TO USA ACCT-USA DOMESTIC	7.00000	14	98.00
	<b>Subtotal</b>			<b>98.00</b>
<b>Information Reporting</b>				
34129	Reporting Items Loaded	0.01000	4,310	43.10
34101	PLUS INFO RPTG BASE PER ACCT	10.00000	4	40.00
34118	PREMIUM INFO RPTG BASE PER ACCT	15.00000	5	75.00
	<b>Subtotal</b>			<b>158.10</b>
<b>Paper Checks Deposited</b>				
002	DEPOSITED CHECK	0.10000	8,120	812.00
	<b>Subtotal</b>			<b>812.00</b>
<b>Positive Pay</b>				
DS191	PAYEE VALIDATION STANDARD-ITEM	0.02000	2,742	54.84
34336	POSITIVE PAY EXCEPTION-ONLINE IMAGE	1.00000	16	16.00
12908	POS PAY CHECKS WITH NO ISSUE RECORD	0.20000	17	3.40
12505	POSITIVE PAY EXCEPTION CHECKS RETND	1.00000	3	3.00
12903	POSITIVE PAY EXCEPTIONS - ITEM	1.00000	23	23.00
12907	POSITIVE PAY MONTHLY BASE	20.00000	1	20.00
12682	POSITIVE PAY ONLY - ITEM	0.05000	122	6.10
12681	POSITIVE PAY ONLY MONTHLY BASE	10.00000	2	20.00
	<b>Subtotal</b>			<b>146.34</b>
<b>Returned Items</b>				
CK061	RETURN ITEM - CHARGEBACK	5.00000	12	60.00
CK062	RETURN ITEM RETRIEVAL-IMAGE	3.50000	27	94.50
CK075	RETURN ITEM REDEPOSITED	5.00000	11	55.00
CK064	RETURN ITEM SERVICE MTHLY BASE	0.00000	1	0.00
	<b>Subtotal</b>			<b>209.50</b>
<b>Sweep</b>				
34110	SWEEP ACCOUNT POSITION REPORT	40.00000	1	40.00
22087	SWEEP STAGECOACH MUTUALFND ELECTNIC	0.00000	1	0.00
22094	SWEEP STAGECOACH MUTUAL FND MO BASE	250.00000	1	250.00
	<b>Subtotal</b>			<b>290.00</b>
<b>Wires Origination and Reporting</b>				
ES075	WIRE TEMPLATE STORAGE BASE	0.30000	12	3.60
ES139	WIRE OUT DOMESTIC VANTAGE API	5.00000	44	220.00
ES147	WIRE OUT XBDR USD VANTAGE API	10.00000	1	10.00
34216	WIRE TEMPLATE - CEO	0.00000	47	0.00
	<b>Subtotal</b>			<b>233.60</b>
<b>Zero Balance Account (ZBA)</b>				
DS001	ZERO BALANCE MONTHLY BASE	10.00000	2	20.00
	<b>Subtotal</b>			<b>20.00</b>
<b>Payment Manager Service</b>				
28145	PAYMENT MGT WELLSONE VIRTUALCRD PMT	0.17000	21	3.57
28005	PAYMENT MGR INBOUND TRANSMISSION	30.00000	5	150.00



**Subtotal** **153.57**

<b>Stagecoach Deposit Post Verify</b>				
CK199	POST VERIFY CASH DEPOSITED	0.00400	287,761	1,151.04
22723	BRANCH DEPOSIT POST VERIFY	4.00000	66	264.00
<b>Subtotal</b>				<b>1,415.04</b>

**Total Monthly Activity Charges** **9,419.16**

Monthly Earnings Credit Rate (ECR) may be used to offset fees. ECR will be set to Wells Fargo's standard rate, currently 1.40% as of 1/1/2025.

This rate may be changed at any time as determined by Wells Fargo.

**Disclosures**

We created this proposal for you based on our understanding of your requirements and the services in which you expressed interest. This proposal confirms the deposit and treasury management services and the pricing we plan to provide you based on certain assumptions including projected volumes and other relevant information you provided.

This document is confidential. Please do not share it without first obtaining our written permission. The services and pricing contained in this proposal are valid for 90 days. The pricing is subject to change if the actual volume or scope of services differs from the assumptions upon which we based the pricing.

Please let us know if you believe this proposal does not accurately represent the prices or services we discussed with you. If you have questions about the services in this proposal, please contact your Treasury Management Sales Consultant or visit:

Client Analysis Statement QRG: [https://wellsfargo.com/ceopub/assets/pdf/client-analysis-statements/Client\\_Analysis\\_Stmnts\\_QRG.pdf](https://wellsfargo.com/ceopub/assets/pdf/client-analysis-statements/Client_Analysis_Stmnts_QRG.pdf)

Element Glossary - PDF: [https://wellsfargo.com/ceopub/assets/pdf/client-analysis-statements/cas\\_elem\\_gloss.pdf](https://wellsfargo.com/ceopub/assets/pdf/client-analysis-statements/cas_elem_gloss.pdf)

Element Glossary - Excel: [https://wellsfargo.com/ceopub/assets/mso/PRC/client\\_analysis\\_stmnt/cas\\_elem\\_gloss.xlsx](https://wellsfargo.com/ceopub/assets/mso/PRC/client_analysis_stmnt/cas_elem_gloss.xlsx)

**Regarding your services****Recoupment Fees**

We may assess a Recoupment Fee (Wells Fargo code IAMTH) to partially recover insurance premiums we pay to the FDIC for deposit insurance. Fee Calculation: per one thousand dollars of monthly average ledger balance you maintain in your account multiplied by 0.12750. The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank's confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee.

**Overdraft Fees**

We may assess a \$35 Overdraft Fee (Wells Fargo code 24250) for any item we pay into overdraft. We limit our overdraft paid fees to four per business day.

**Use of Uncollected Funds Fee**

We may assess Use of Uncollected Funds fee (Wells Fargo code ODACT) for each day your account has a daily negative collected account balance from uncollected funds being used. Fee Calculation: Average Daily Negative Collected Balance multiplied by Negative Collected Use of Funds Rate (Prime +3%) multiplied by Days of Month divided by 360.

**Services with No Volumes**

Services listed with zero volume are not included in the estimated monthly analysis fee but are included in the event the service is used in the future.



This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply

email and delete this message.Thank you for your cooperation.



# Master Agreement for Treasury Management Services

The Service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (collectively, "Bank") provide you treasury management services (each, a "Service"). "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in a Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Master Agreement for Treasury Management Services ("Agreement") are defined in this document.

You and we agree:

- 1. Service documentation.** The Service Documentation contains the terms governing each Service and includes:
  - a. The Service Description (which contains terms and conditions applicable to the specific Service),
  - b. The Acceptance (which indicates your acceptance of the Service Documentation),
  - c. This Agreement (which contains terms and conditions applicable to all Services),
  - d. The account agreement governing the account(s) (each, an "Account") you use in connection with the Service,
  - e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
  - f. User Guides (which include our vendors' and our documentation related to the installation, set-up function, features, operation, use, pricing or other aspects of the Services, including Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Agreement and the Service Descriptions for Services you enroll in are posted on Wells Fargo Vantage<sup>SM</sup> ("Vantage") formerly known as Commercial Electronic Office<sup>®</sup> (CEO<sup>®</sup>). If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Agreement and all Service Documentation.

- 2. Services.** You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.
- 3. Changes to services.** We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on Vantage. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after a change takes effect, you will be bound by the change. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any Transaction (see section 6-a) governed by this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.
- 4. Term and termination.** Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. When a Service is terminated for any reason, the Service Documentation governing the terminated Service is also terminated.

We may suspend or terminate any Service:

- a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 15 days of the date of the notice; or
- b. Without prior notice to you if:
  - i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,
  - ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,
  - iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,
  - iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),
  - v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or
  - vi. The Account necessary to provide a Service is closed.

The termination of a Service will not affect your or our respective rights and obligations with respect to the Service(s) provided before the termination including without limitation Transactions. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any Vantage access rights under section 9(d) below.

- 5. Service fees.** You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.
- 6. Security procedures.**
  - a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer, payment order, or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate Transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
  - b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable.
- 7. Confidential information.** Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides, (b) Security Procedures, passwords, codes, security devices and related instructions and technical and non-technical information and intellectual property rights relating to our vendors' or our technology, IT infrastructure or data security, including trade secrets, systems information security program or processes, SSAE or SOC reports, and testing procedures or results. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

You will:

- a. Maintain the confidentiality of the Confidential Information,

- b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
- c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an "Unauthorized Use") of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions, including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

- 8. Currency conversion.** When your instructions require us to convert the amount of a Transaction from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), we will do so using the Applicable Exchange Rate in effect at the time we execute your Transaction. "Applicable Exchange Rate" means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

If a financial institution designated to receive the funds does not pay the beneficiary specified in the Transaction, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the Transaction after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a Transaction and the time the Transaction is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

**9. Vantage.**

- a. Description of Vantage. Vantage is our electronic banking platform that is accessed through the Internet. Your Authorized Agents (defined below) may use Vantage to access (i) Services in which you have separately enrolled and (ii) third-party sites we may make available through Vantage. We offer different channels through which you may access Vantage, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third party site accessible through one channel may not be accessible through another channel.
- b. Access to Vantage. When you enroll in Vantage, and as we may determine is necessary after enrollment, we will provide Log-On Credentials (defined below) to the persons who are authorized to access Vantage on your behalf (each, an "Authorized Agent"). Log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through Vantage, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your Log-On Credentials and (ii) unencrypted electronic transmissions.
- c. Administration of Vantage. We offer two options for administering Vantage: (i) Administration and (ii) Bank administration.
  - i. Administration. If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:
    - (1) A Company Administrator, who may perform all functions of your initial Company Administrator,
    - (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
    - (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

- ii. Bank administration. For the Bank administration option, there is one category of Authorized Agent: Users. We will assign Log-On Credentials to each User you designate.

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access Vantage. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

- d. Terminating access. We may terminate or restrict any Authorized Agent's access to any Service through Vantage if we determine such use:
  - i. Does not comply with any term applicable to Vantage,
  - ii. Is not permitted by Applicable Law,
  - iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
  - iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).
- e. Financial information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at Vantage. The posting of any Financial Information or any other information or data at Vantage is not a recommendation by us of any particular Service or action. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.
- f. Miscellaneous. For purposes of this section 9 only, "Service" includes each service and product we or any of our affiliates offer that you access through Vantage. This section 9 will survive the termination of any Service or this Agreement.

## **10. Alerts.**

- a. Non-subscribed alerts. When you enroll in Vantage or other channels or Services, you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
- b. Subscribed alerts. You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

## **11. Liability and indemnification.**

- a. We are not obligated to honor, in whole or in part, any Transaction or other instruction that:
  - i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
  - ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
  - iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
  - iv. Would possibly result in us not complying with Applicable Law.
- b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
- c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.
- d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.
- e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our



fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).

- f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents (“Representatives”) harmless from all losses or damages that arise out of:
  - i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
  - ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
  - iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

You will promptly provide us with written proof of loss, and notify us if you become aware of any third party claim related to a Service. You will cooperate fully (and at your own expense) with us in recovering a loss. If we reimburse you, we or our designee will be subrogated to all of your rights (i.e., we will be entitled to assert any legal rights you had relating to the claim).

- g. Except as expressly provided otherwise in the Service Documentation, neither party nor its Representatives will be liable to the other party for:
  - i. Any special, consequential, incidental (including court costs and attorneys’ fees), indirect, or punitive losses or damages, or
  - ii. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation, or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of these losses or damages was known to the other party and regardless of the form of the claim or action.
- h. When you send payments on behalf of your third party customers, you agree you are solely liable to your customers for any and all losses those customers may suffer. We exclude all and any liability of whatever nature (including those losses detailed in subsection g above) arising out of your relationship with your customer.

**12. Governing law.** The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws (“Governing Law”).

**13. Arbitration agreement.** Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this section.

**14. Jurisdiction.** For any proceedings regarding this Agreement (not subject to arbitration as provided in this Agreement), you hereby irrevocably submit to the jurisdiction of the courts of the Borough of Manhattan, New York City, in the State of New York or the federal courts located there and irrevocably agree that all claims in relating to the proceeding may be heard or determined in those courts.

**15. Miscellaneous.**

- a. **Severability.** Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the

enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.

- b. **Entire agreement.** The Service Documentation (and any documents referred to therein):
  - i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
  - ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
- c. **Electronic agreement.** To facilitate execution, the Service Documentation may be executed by a party in the form of an "Electronic Record" (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ["ESIGN Act"]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties' approval, and all counterparts will collectively constitute a single agreement. An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
- d. **No waiver.** Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
- e. **Third party beneficiaries.** Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.
- f. **Financial condition.** You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
- g. **Your representations and warranties.** You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.
- h. **Use of names.** You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.
- i. **Notices and communications.** Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
  - i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
  - ii. The term "Address" as used in this Agreement refers to a mailing or electronic address.
  - iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
  - iv. Each party will have a reasonable time after receipt of any notice to act on it.
  - v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.
  - vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

**16. Survival.** Sections 7, 9, 11 - 15 will survive termination of the Services or this Agreement.

## **Appendix X**

### Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A., UK Branch
2. Wells Fargo Bank, N.A., Canadian Branch
3. Wells Fargo Bank, National Association, Shanghai Branch
4. Wells Fargo Bank, National Association, Hong Kong Branch

B.O.C.C. Regular

3. f.

Meeting Date: 01/21/2025

Title: MetraPark RFP Rodeo Equipment Addendum #2

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

---

TOPIC:

MetraPark RFP Rodeo Equipment Addendum #2

BACKGROUND:

The Request for Proposals for the MetraPark Rodeo Equipment was released on December 31<sup>st</sup>, 2024 with Proposals due on Monday, February 3<sup>rd</sup>, 2025.

This addendum will add the following to specifications:

- **Design to include two mobile loading chutes**

All other terms and conditions of the request for proposal will remain the same.

RECOMMENDED ACTION:

Approve & return a copy to Finance

---

Attachments

Metra Rodeo Equip Addendum #2

---

January 16<sup>th</sup>, 2025

## ADDENDUM #2

### METRAPARK RODEO EQUIPMENT

The Request for Proposals for the MetraPark Rodeo Equipment was released on December 31<sup>st</sup>, 2024 with Proposals due on Monday, February 3<sup>rd</sup>, 2025.

This addendum will add the following to specifications:

- **Design to include two mobile loading chutes**

All other terms and conditions of the request for proposal will remain the same.

B.O.C.C. Regular

Meeting Date: 01/21/2025

Title: Metra Trust Account - Check signers update

Submitted By: Tim Wombolt, Accountant

---

TOPIC:

MetraPark Trust Account Check Signers Update

BACKGROUND:

MetraPark Trust account - Add Hank Peters as an approved check signer. Remove Marci Shafer as an approved check signer.

RECOMMENDED ACTION:

Approval

---

Attachments

Stockman Letter

---

# METRAPARK

1/9/2025

Stockman Bank – Heights Branch

Metra account and check signers

Check signers:

Tim Wombolt – Comptroller

Cody Reitz – Marketing Director

Stoney Field – General Manager

Tim Goodridge – Assistant General Manager

Hank Peters – Yellowstone County Treasurer

CD:

For the CD we will have the following:

Tim Wombolt – Comptroller

Stoney Filed – General Manager

Jennifer Jones – Finance Director

Please remove: Mari Schafer

Thank you,



Tim Wombolt

Comptroller – MetraPark

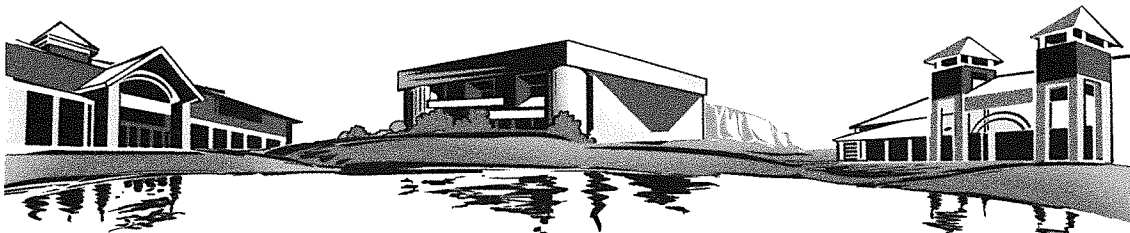
406-256-2424



Stoney Field

General Manager - MetraPark

406-256-2444



iafe®

B.O.C.C. Regular

5. a.

Meeting Date: 01/21/2025

Title: Resolution to Approve Alternative Delivery Method for Blue Creek Bridge

Submitted For: Monica Plecker, Public Works Director

Submitted By: Monica Plecker, Public Works Director

---

**TOPIC:**

Resolution to Approve Alternative Delivery Method for Blue Creek Bridge

**BACKGROUND:**

Yellowstone County owns the Duck Creek Bridge. The River has scoured the abutments of the Bridge causing the status of the bridge to be scour critical. The County needs to repair the abutments of the Bridge. The bridge repairs will occur through a pier retrofit project.

The County has hired Great West Engineering to assist in the preparation of the documents and management of the alternative delivery. The County will seek a Construction Manager at Risk (CMAR) as the form of alternative delivery. Alternative delivery method means the County will not go through the typical design, bid, build process, but rather hire a contract during the design phase to help influence final design. This method will allow for contractor involvement through the design process which would create opportunity for cost savings. The project is unique in that it is a pier retrofit. The County will solicit qualifications of contractors to act as the CMAR. CMAR's may bid to self-perform work, but bid packages advertised and bid publicly to ensure and encourage competition and control costs. Moving quickly on this project is a matter of public safety given route alternatives to cross the river nearby are limited and seasonal high water can impact the ability to perform work in a timely manner. This project is funded by local and state funds. The project is estimated to cost between \$4.7M-5.6M. Using this alternative method will require contractors submitting qualifications to include a maximum price guarantee.

**RECOMMENDED ACTION:**

Approving this resolution will allow subsequent steps to occur in moving forward with design and bidding of the scour mitigation project.

Staff recommends approval.

---

Attachments

Ad

Resolution

---



**ADVERTISEMENT OF REQUEST FOR QUALIFICATIONS  
YELLOWSTONE COUNTY, MT  
DUCK CREEK ROAD BRIDGE SCOUR MITIGATION**

Yellowstone County (Owner) will be requesting Statements of Qualifications from Construction Manager at Risk (CMAR) organizations (Proposers) for the construction of the following Project, and for related pre-construction and procurement CMAR services:

**Duck Creek Road Bridge Scour Mitigation  
FY25-01-Bridge**

Owner will receive printed Statements of Qualifications demonstrating the Proposer’s qualifications and ability to provide CMAR services and construct the Project at the Yellowstone County Board of County Commissioners office, at 316 N. 26<sup>th</sup> St. Rm. 3101, Billings, MT 59101, until **February 3, 2025 at 4:00 p.m.** local time. After that time, Owner will no longer accept Statements of Qualifications. See Requests for Qualifications for details on preparing and submitting the Statement of Qualifications.

The CMAR Contract will include the following services and Work:

Construction of up to four pier retrofits consisting of large-diameter drilled shafts and a straddle beam to transfer the weight of superstructure from existing concrete spread footing abutments to new drilled shaft deep foundation system.

Owner anticipates that the CMAR’s Contract Price will be approximately \$4.7M – 5.6M (includes owner contingency). The CMAR Contract has an expected start date of June 2025 and duration for construction of 210 calendar days.

**Obtaining the Proposal Documents**

Project Information and Proposal Documents for the CMAR Contract can be found at the following designated website:

Digital copies of the Bidding Documents are available at [www.greatwesteng.com](http://www.greatwesteng.com) or [www.questcdn.com](http://www.questcdn.com) for a fee of \$ 25. These documents may be downloaded by selecting this project from the “Current Projects Bidding” tab. Required fee of \$25 per set, which is not refundable. Reference QuestCDN Project number 9495659.

In addition, the Drawings and Project Manual may also be examined at the following locations:

Billings Builders Exchange	Great Falls Builders Exchange
Bozeman Plan Exchange	Helena Copy Center
Butte Builders Exchange	Missoula Plans Exchange

The Proposal Documents may be downloaded from the designated website or from Montana Plan Room Sites. All prospective Proposers are urged to register with the designated website as an interested party, even if the Proposer has obtained the Proposal Documents from a source other than the designated website.

Neither Owner, Owner’s Advisor, nor Engineer will be responsible for Proposal Documents, including addenda, if any, obtained from sources other than the official designated website indicated above.

An Information Conference regarding the CMAR Contract and CMAR selection process will be held on Tuesday, January 28, 2025 at 10:30 a.m. at Great West Engineering, 6780 Trade Center Ave., Billings, MT 59101. Attendance at the Information Conference is encouraged but not required.

Selection of the Construction Manager will be made using a two-step process. Step One: Owner will receive Statements of Qualification and evaluate these, along with other information, to develop a list of the most highly qualified Proposers. Step Two: The most highly qualified Proposers will receive a Request for Proposals and will submit a detailed Proposal for the CMAR Contract for the Owner’s consideration. The Proposal and the previously submitted Statement of Qualifications will be used together to determine the final ranking of Proposers for award of the CMAR Contract. Details regarding the selection criteria and the selection process are included in the Request for Qualifications.

Under the two-step process, the selection of the Construction Manager at Risk will be made using the following selection criteria and scoring:

<b>Criterion</b>	<b>Description</b>	<b>Weighting Value (Points)</b>
A	Experience and past performance of Proposer	<b>20</b>
B	Experience and qualifications of proposed key personnel	<b>10</b>
C	Proposer’s approach to the Project	<b>25</b>
E	Estimated Guaranteed Maximum Price	<b>45</b>
<b>Total Points</b>		<b>100</b>

Details regarding the selection criteria and the selection process are included in the Request for Qualifications. Refer to the Proposal Documents for all further requirements regarding Statements of Qualifications, Proposals, CMAR selection, and other Proposal submittals, qualifications, and procedures.

This Advertisement is issued by:

Owner: Yellowstone County

By: Board of County Commissioners

Date: Published at Yellowstone County News, Montana, this 17<sup>th</sup>, 24<sup>th</sup>, 31<sup>st</sup> day of January 2025.

# **YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS**

Resolution No. 25-10

## **Resolution to Use an Alternative Project Delivery Contract to Repair Duck Creek Bridge**

WHEREAS, pursuant to Section 18-2-502 of the Montana Code Annotated, a board of county commissioners has the authority to use an alternative project delivery contract. To use an alternative project delivery contract the project as to meet several requirements the board has to:

- (1) demonstrate it will have knowledgeable staff or consultants who have the capacity to manage an alternative project delivery contract;
- (2) clearly describe the manner in which the alternative project delivery contract award process will be conducted and subcontractors and suppliers will be selected;
- (3) demonstrate the project has significant schedule ramifications and using the alternative project delivery contract is necessary to meet critical deadlines by shortening the duration of construction. Factors that the board may consider in making its findings include, but are not limited to operational and financial data that show significant savings or increased opportunities for generating revenue as a result of early project completion, demonstrable public benefits that result from less time for construction, or less or a shorter duration of disruption to the public facility;
- (4) demonstrate by using an alternative project delivery contract, the design process will contribute to significant cost savings, significant cost savings that may justify an alternative project delivery contract may derive from but are not limited to value engineering, building systems analysis, life cycle analysis, and construction planning;
- (5) demonstrate the project presents significant technical complexities that necessitate the use of an alternative delivery project contract;
- (6) make a detailed written finding that using an alternative project delivery contract will not encourage favoritism or bias in awarding the contract or substantially diminish competition for the contract;
- (7) demonstrate a public purpose for the project
- (8) demonstrate that the innovative financing delivery favors the innovative financing contract method over other available procurement and alternative project delivery methods.

WHEREAS, Yellowstone County owns the Duck Creek Bridge. The Bridge crosses the Yellowstone River. The River has scoured the abutments of the Bridge. The County needs to repair the abutments of the Bridge. Without the repairs the Bridge will not be usable.

WHEREAS, The County has hired Great West Engineering to assist in the preparation of the documents and management of the alternative delivery method. The County will seek a Construction Manager at Risk (CMAR) as the form of alternative delivery. This method will ensure expediting work in attempt to make significant and timely progress despite the risk of high water. This method will also allow for contractor involvement through the design process which would create opportunity for cost savings. The project is unique in that it is a pier retrofit. The County will solicit qualifications of contractors to act as the CMAR. Once chosen, the CMAR may bid to self-perform work, but bid packages advertised and bid publicly to ensure and encourage competition and control costs. Moving quickly on this project is a matter of public safety given route alternatives to cross the river nearby are limited and seasonal high water can impact the ability to perform work in a timely manner. This project is funded by local and state funds. The project is estimated to cost between \$4.7M-5.6M. Using this alternative method will require contractors submitting qualifications to include a maximum price guarantee.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners authorizes the alternative project delivery contract method to contract for the repair of Duck Creek Bridge.

Passed and Adopted on the 21<sup>st</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

\_\_\_\_\_  
Mark Morse, Chair

\_\_\_\_\_  
Michael J. Waters Member

\_\_\_\_\_  
John Ostlund, Member

ATTEST:

\_\_\_\_\_  
Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

5. b.

Meeting Date: 01/21/2025

Title: Memorandum of Understanding - GL09 Pipeline Replacement

Submitted For: Monica Plecker, Public Works Director

Submitted By: Monica Plecker, Public Works Director

---

**TOPIC:**

Memorandum of Understanding - GL09 Pipeline Replacement

**BACKGROUND:**

Phillips 66 Carrier LLC (P66) and Yellowstone County are entering into an agreement in regard to replacement work related to the GL09 pipeline. Replacement will occur by a combination of horizontal directional drilling and some open trench replacement. This pipeline is a 12 inch diameter crude oil, steel pipeline that runs through portions of lands owned by Yellowstone County, Montana (MetraPark and park land). There are public improvements on these lands that will be disturbed by the replacement project. Upon completion, P66 will restore the surface and contour of the ground of the land disturbed. While some of the pipeline replacement will be done by the horizontal directional drill (HDD) process as well as some open-trench installations, all parties recognize there will be surface damages throughout various areas of County-owned property located within the project corridor. P66 will work with staff members and an approved contractor to provide the necessary reclamation, reseeding of vegetation, replacement of existing surface features (including asphalt or concrete) to achieve finishes equal to or better than the existing on County-owned properties.

This MOU outlines the expectations of the parties related to this work. With his MOU, there is compensation to be paid to the county from P66 in the amount of \$166,155. It is itemized as follows: \$156,575 at 313.15 rods new pipe at \$500 per rod, \$5,680 for 5.68 acres of temporary work space and \$3,900 for additional easement totaling .39 acres. Because this compensation is based on impact to county parkland and MetraPark, it is staffs understanding these funds will be allocated to Parks and Metra based on proportionate impact.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Exhibit A

Exhibit A

Exhibit A

Exhibit A

Exhibit A

MOU

---

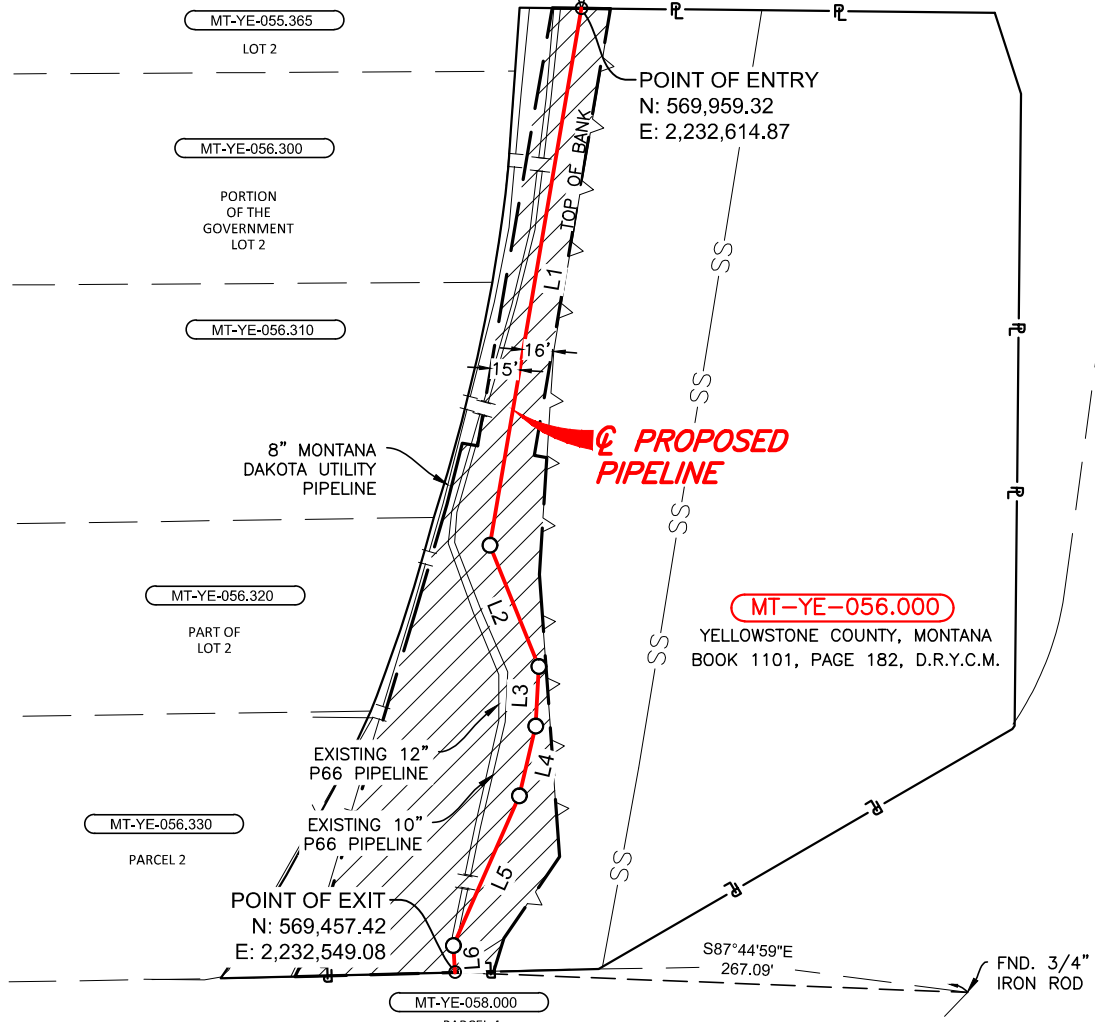


VICINITY  
N.T.S.

**EXHIBIT A**  
**YELLOWSTONE COUNTY, MONTANA**  
 SECTION 26, TOWNSHIP 1-N, RANGE 26-E, PRINCIPAL  
 MONTANA MERIDIAN  
**TRACT NO. MT-YE-056.000**  
 YELLOWSTONE COUNTY, MONTANA  
 PIPELINE IS 519.32 FEET OR 31.47 RODS  
 CONSTRUCTION WORKSPACE IS 0.67 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S09°40'34"W	283.59'
L2	S21°58'13"E	68.09'
L3	S02°54'42"W	31.06'
L4	S13°14'15"W	37.35'
L5	S23°49'57"W	85.21'
L6	S03°58'10"E	14.03'

FND. 1-1/2" CAP IN  
 BOTTOM OF PIPE  
 N: 571,592.85  
 E: 2,232,102.23

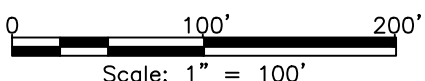


**PROPOSED PIPELINE**

**MT-YE-056.000**  
 YELLOWSTONE COUNTY, MONTANA  
 BOOK 1101, PAGE 182, D.R.Y.C.M.

POINT OF EXIT  
 N: 569,457.42  
 E: 2,232,549.08

S87°44'59"E  
 267.09' FND. 3/4" IRON ROD



**LEGEND**

- D.R.Y.C.M. DEED RECORDS OF YELLOWSTONE COUNTY, MONTANA
- SS— SS— EXISTING SANITARY SEWER LINE
- X— X— TOP OF BANK
- X— X— FENCE LINE
- P— P— PROPOSED PIPELINE CENTERLINE
- P— P— PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- ◆ FOUND SECTION CORNER AS NOTED
- ▨ CONSTRUCTION WORKSPACE
- ▩ ADDITIONAL CONSTRUCTION WORKSPACE

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE MONTANA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS EXHIBIT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.



**PHILLIPS 66 CARRIER LLC**



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	DMT	09/19/24	AFS	AFS

<b>GL-09 PIPELINE PROJECT</b>	
EXHIBIT OF A PROPOSED PIPELINE ACROSS YELLOWSTONE COUNTY, MONTANA	
YELLOWSTONE COUNTY	MONTANA
PROJECT NO. 026008-0010	MT-YE-056.000
DRAWN BY DMT	CHK'D BY AFS
SCALE 1" = 100'	APP'VD BY AFS
DATE 09/11/24	REVISION 0 SHEET 1 OF 1

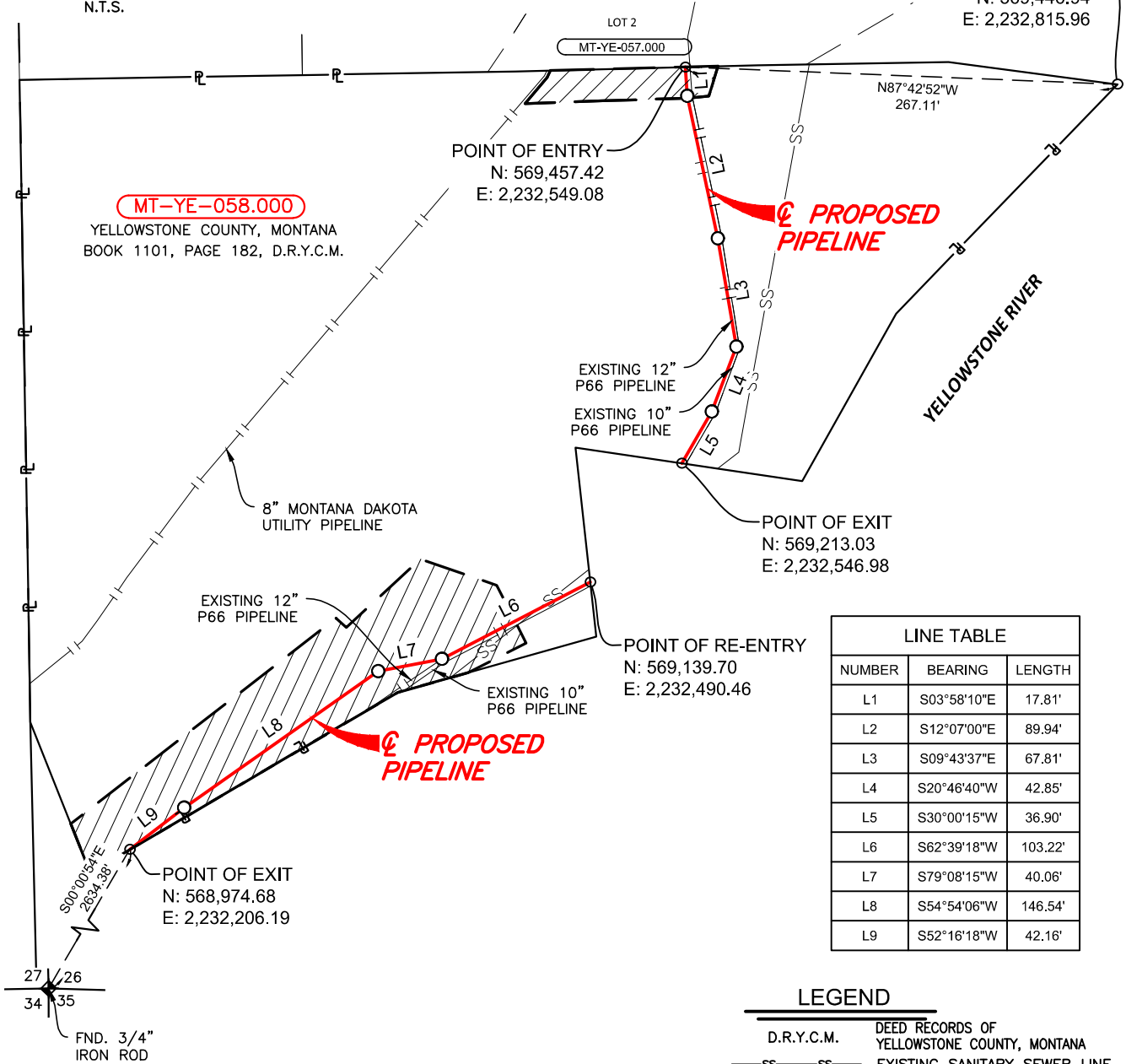
9.20.2024 2:10:02 PM JACOB FISHER S:\AFS\PROJECTS\PHILLIPS\_66\PIPELINE\026008-0010 - GL-09 PRELIMINARY\010\_MAPPING\010\_EXHIBITS\CONSTRUCTION EXHIBITS\MT-YE-056.000 YELLOWSTONE COUNTY, MONTANA.DWG

**EXHIBIT A**  
**YELLOWSTONE COUNTY, MONTANA**  
 SECTION 26, TOWNSHIP 1-N, RANGE 26-E, PRINCIPAL  
 MONTANA MERIDIAN  
**TRACT NO. MT-YE-058.000**  
 YELLOWSTONE COUNTY, MONTANA  
 PIPELINE IS 587.30 FEET OR 35.59 RODS  
 TEMPORARY WORKSPACE IS 0.40 ACRES



VICINITY  
N.T.S.

FND. 3/8" IRON ROD  
 N: 569,446.94  
 E: 2,232,815.96



LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S03°58'10"E	17.81'
L2	S12°07'00"E	89.94'
L3	S09°43'37"E	67.81'
L4	S20°46'40"W	42.85'
L5	S30°00'15"W	36.90'
L6	S62°39'18"W	103.22'
L7	S79°08'15"W	40.06'
L8	S54°54'06"W	146.54'
L9	S52°16'18"W	42.16'

**LEGEND**

- D.R.Y.C.M. DEED RECORDS OF YELLOWSTONE COUNTY, MONTANA
- SS EXISTING SANITARY SEWER LINE
- TOP OF BANK
- X-X FENCE LINE
- PROPOSED PIPELINE CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- CONSTRUCTION WORKSPACE
- ADDITIONAL CONSTRUCTION WORKSPACE

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE MONTANA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS EXHIBIT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

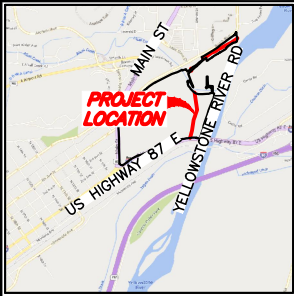


REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	DMT	09/20/24	AFS	AFS

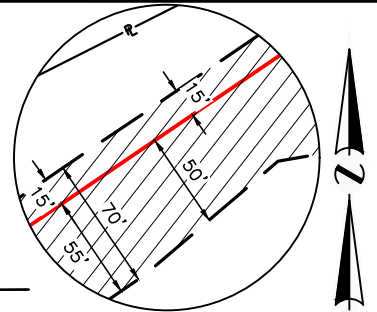


<b>GL-09 PIPELINE PROJECT</b>	
EXHIBIT OF A PROPOSED PIPELINE ACROSS YELLOWSTONE COUNTY, MONTANA	
YELLOWSTONE COUNTY	MONTANA
PROJECT NO. 026008-0010	MT-YE-058.000
DATE 09/11/24	REVISION 0 SHEET 1 OF 1

9.20.2024 2:17:45 PM JACOB FISHER S:\AFS\PROJECTS\PHILLIPS\_66\PIPELINE\026008-0010 - GL-09 PRELIMINARY\010\_EXHIBITS\CONSTRUCTION EXHIBITS\MT-YE-058.000 YELLOWSTONE COUNTY, MONTANA.DWG



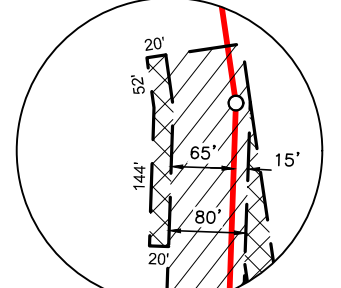
**EXHIBIT A**  
**YELLOWSTONE COUNTY, MONTANA**  
 SECTION 27 & 34, TOWNSHIP 1-N, RANGE 26-E,  
 PRINCIPAL MONTANA MERIDIAN  
**TRACT NO. MT-YE-060.000**  
 PIPELINE IS 2,853.18 FEET OR 172.92 RODS  
 TEMPORARY WORKSPACE IS 3.39 ACRES  
 ADDITIONAL TEMPORARY WORKSPACE IS 0.50 ACRES



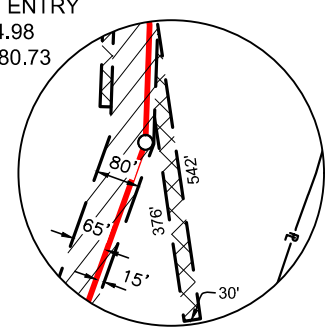
LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S52°16'18"W	45.61'
L2	S54°37'45"W	198.44'
L3	S63°12'57"W	419.01'
L4	S54°19'23"W	30.47'
L5	S58°00'20"W	164.28'
L6	S68°01'00"W	110.41'
L7	S55°49'25"W	338.71'
L8	S61°20'37"W	11.38'
L9	S08°16'51"E	574.50'
L10	S01°57'30"W	214.13'
L11	S19°46'56"W	453.21'
L12	S08°31'16"W	42.93'
L13	S13°06'22"W	250.11'

P.O.C.  
 FND. 1-1/2" CAP IN  
 BOTTOM OF PIPE  
 N: 571,592.85  
 E: 2,232,102.23

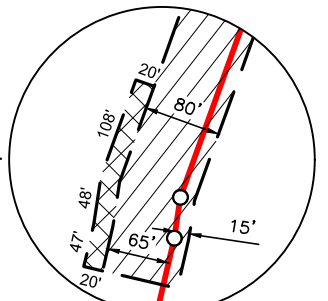
**DETAIL "A"**  
 1" = 100'



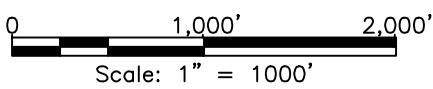
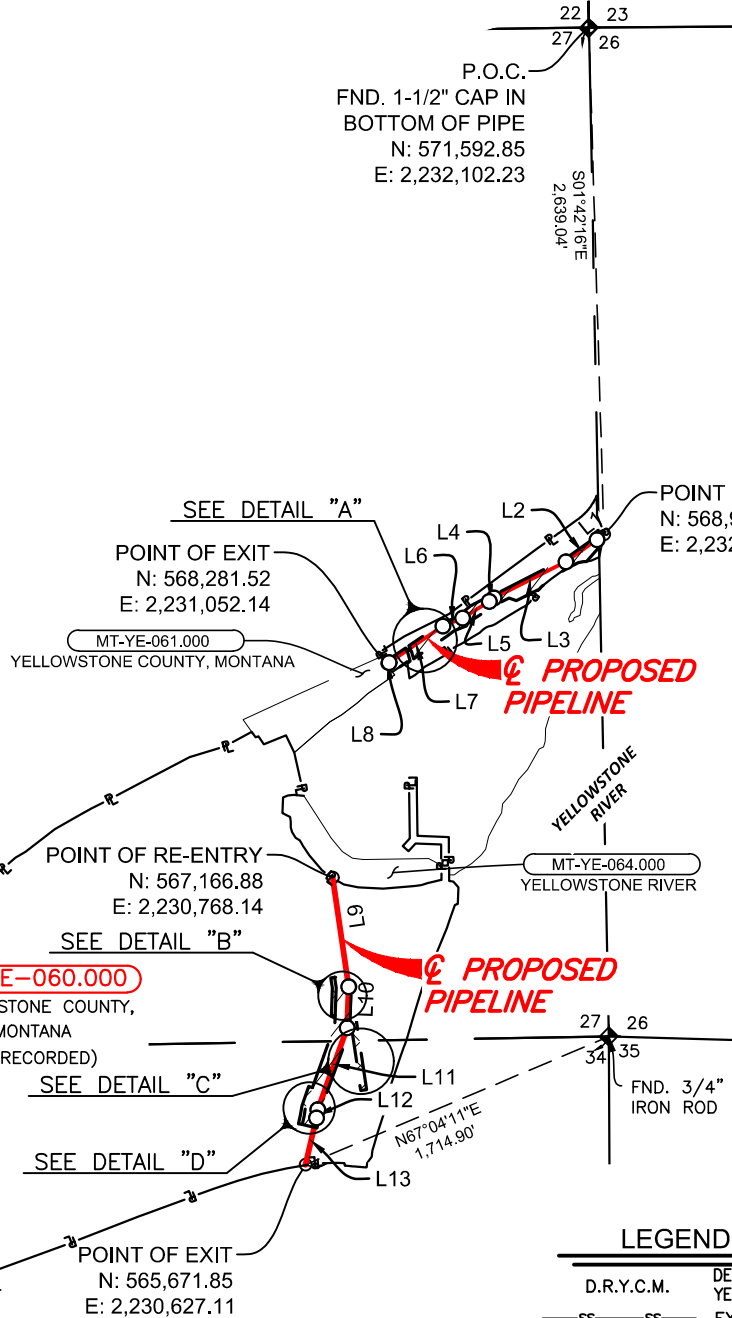
**DETAIL "B"**  
 1" = 200'



**DETAIL "C"**  
 1" = 350'



**DETAIL "D"**  
 1" = 200'



**LEGEND**

- D.R.Y.C.M. DEED RECORDS OF YELLOWSTONE COUNTY, MONTANA
- SS SS EXISTING SANITARY SEWER LINE
- TOP OF BANK
- FENCE LINE
- PROPOSED PIPELINE CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- CONSTRUCTION WORKSPACE
- ADDITIONAL CONSTRUCTION WORKSPACE

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE MONTANA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS EXHIBIT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.



**PHILLIPS 66 CARRIER LLC**

**GL-09 PIPELINE PROJECT**

EXHIBIT OF A PROPOSED PIPELINE ACROSS  
 YELLOWSTONE COUNTY, MONTANA



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	ISSUED	AV	01/10/25	AFS	AFS
0	ISSUED	DMT	09/25/24	AFS	AFS

YELLOWSTONE COUNTY		MONTANA	
DRAWN BY DMT	CHK'D BY AFS	MT-YE-060.000	
SCALE 1" = 1000'	APP'VD BY	REVISION 1 SHEET 1 OF 1	
DATE 09/20/24	AFS	PROJECT NO. 026008-0010	

1:10.2025 2:34:20 PM ANDRES VEGA S:\AFS\PROJECTS\PHILLIPS\_66\PIPELINE\026008-0010 - GL-09 PRELIMINARY-0\870\_MAPPING\010\_EXHIBITS\CONSTRUCTION EXHIBITS\MT-YE-060.000 YELLOWSTONE COUNTY, MONTANA.DWG

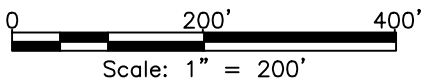
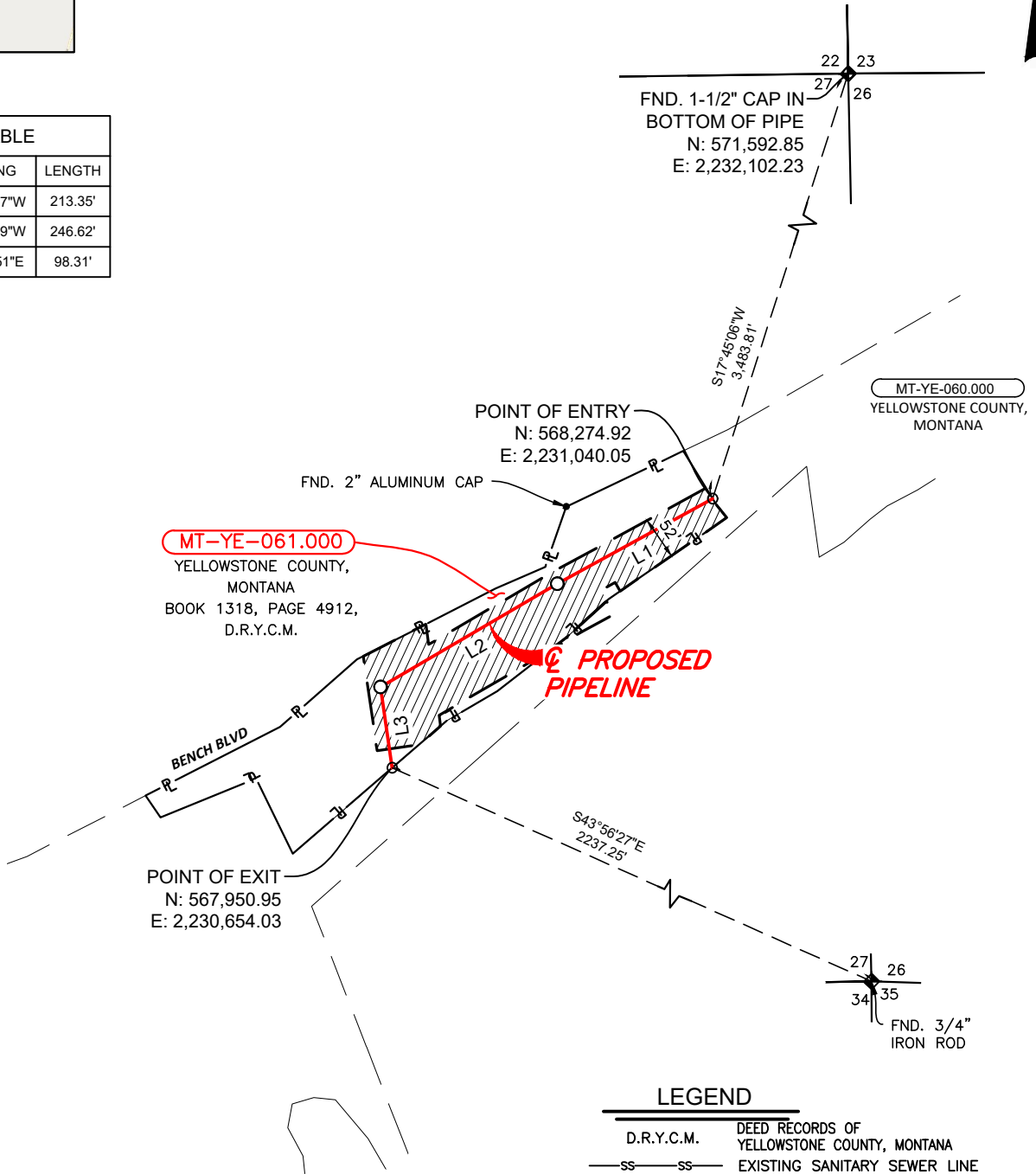




VICINITY  
N.T.S.

**EXHIBIT A**  
**YELLOWSTONE COUNTY, MONTANA**  
 SECTION 27, TOWNSHIP 1-N, RANGE 26-E, PRINCIPAL  
 MONTANA MERIDIAN  
**TRACT NO. MT-YE-061.000**  
 PIPELINE IS 558.28 FEET OR 33.83 RODS  
 CONSTRUCTION WORKSPACE IS 0.83 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S61°20'37"W	213.35'
L2	S59°42'49"W	246.62'
L3	S08°16'51"E	98.31'



**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE MONTANA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS EXHIBIT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

**LEGEND**

- D.R.Y.C.M. DEED RECORDS OF YELLOWSTONE COUNTY, MONTANA
- SS— SS— EXISTING SANITARY SEWER LINE
- V—V— TOP OF BANK
- X—X— FENCE LINE
- R—R— PROPOSED PIPELINE CENTERLINE
- P—P— PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- ◆ FOUND SECTION CORNER AS NOTED
- ▨ CONSTRUCTION WORKSPACE
- ▩ ADDITIONAL CONSTRUCTION WORKSPACE



PHILLIPS 66 CARRIER LLC

**GL-09 PIPELINE PROJECT**

EXHIBIT OF A PROPOSED PIPELINE ACROSS  
YELLOWSTONE COUNTY, MONTANA

YELLOWSTONE COUNTY		MONTANA	
DRAWN BY	DMT	CHK'D BY	AFS
SCALE	1" = 200'	APP'VD BY	AFS
DATE	09/20/24	REVISION	0



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	DMT	09/25/24	AFS	AFS

PROJECT NO. 026008-0010

MT-YE-061.000

SHEET 1 OF 1

**EXHIBIT A**

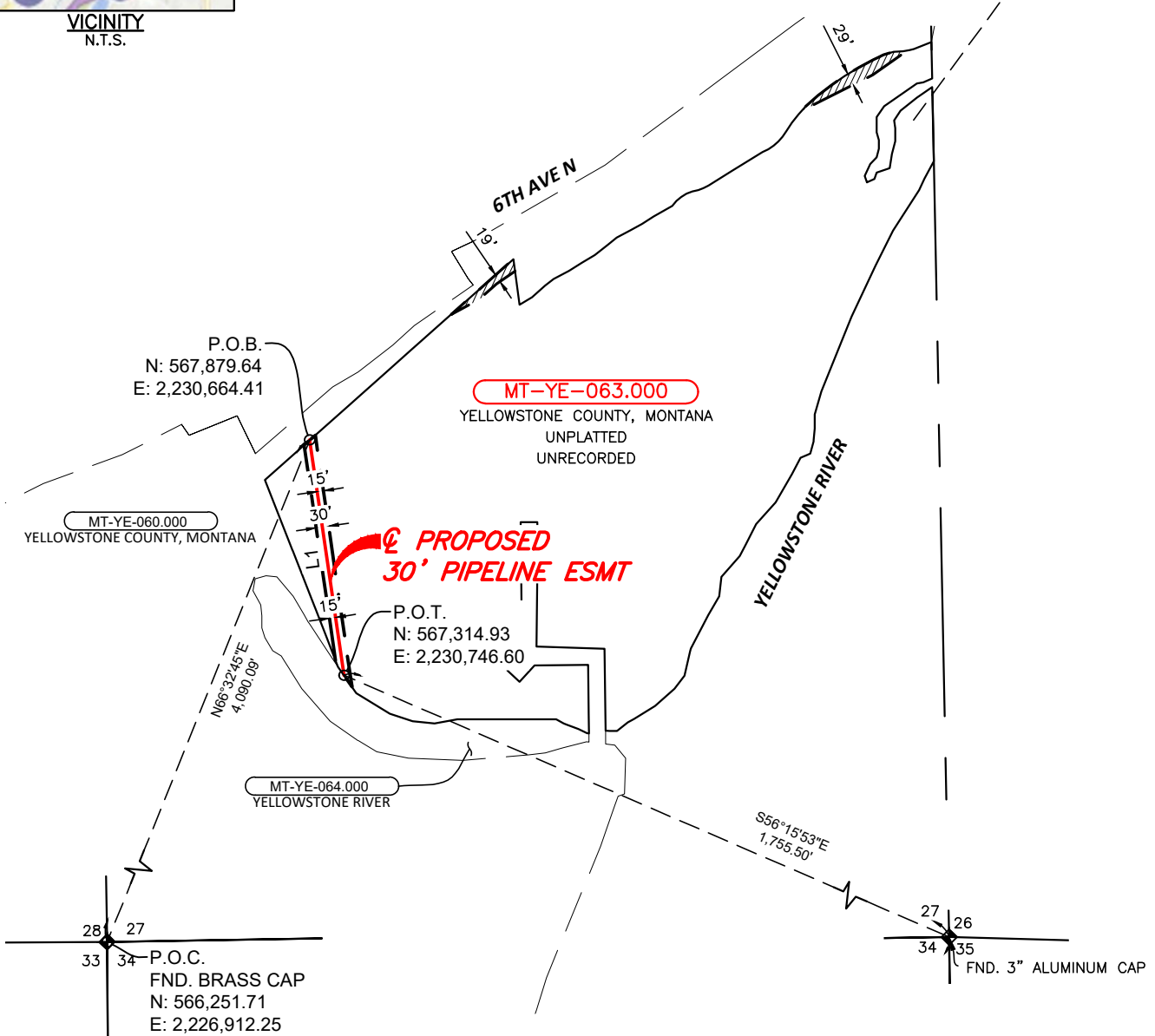
**YELLOWSTONE COUNTY, MONTANA**  
SECTION 27, TOWNSHIP 1-N, RANGE 26-E, PRINCIPAL MONTANA MERIDIAN

**TRACT NO. MT-YE-063.000**  
YELLOWSTONE COUNTY, MONTANA  
CENTERLINE IS 570.66 FEET OR 34.59 RODS  
PERMANENT EASEMENT IS 0.39 ACRES  
TEMPORARY WORKSPACE IS 0.21 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S08°16'51"E	570.66'



VICINITY  
N.T.S.

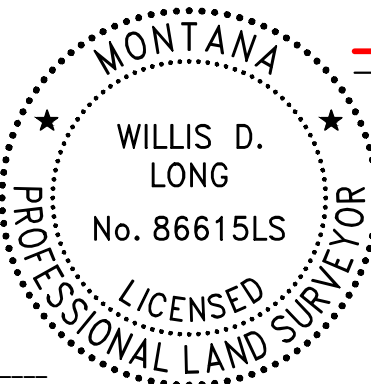


**LEGEND**

- D.R.Y.C.M. DEED RECORDS OF YELLOWSTONE COUNTY, MONTANA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- TEMPORARY WORKSPACE (TWS)
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)

**NOTES**

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE MONTANA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.
  2. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE: EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
  3. THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  4. EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.
- I, WILLIS D. LONG, DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN JUNE OF 2024 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.



WILLIS D. LONG

PLS NO. 86615LS



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	DMT	09/25/24	JSF	WDL

PROJECT NO. 026008-0010



**PHILLIPS 66 CARRIER LLC**

**GL-09 PIPELINE PROJECT**

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS YELLOWSTONE COUNTY, MONTANA

YELLOWSTONE COUNTY		MONTANA	
DRAWN BY DMT	CHK'D BY JSF	MT-YE-063.000	
SCALE 1" = 400'	APP'VD BY WDL	REVISION 0	SHEET 1 OF 2
DATE 09/25/24			

**MT-YE-063.000  
YELLOWSTONE COUNTY, MONTANA**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO YELLOWSTONE COUNTY, MONTANA, AS RECORDED IN UNRECORDED, DEED RECORDS OF YELLOWSTONE COUNTY, MONTANA, SAID TRACT BEING OUT OF SECTION 27, TOWNSHIP 1-N, RANGE 26-E, PRINCIPAL MONTANA MERIDIAN, YELLOWSTONE COUNTY, MONTANA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

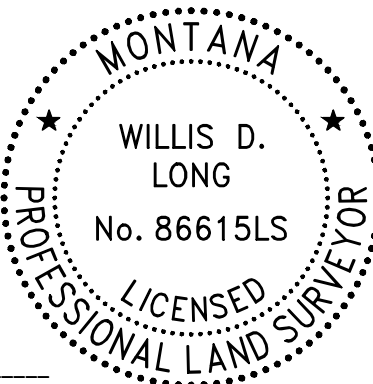
**COMMENCING** AT A BRASS CAP FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 27;

THENCE, NORTH 66°32'45" EAST, A DISTANCE OF 4,090.09 FEET TO THE **POINT OF BEGINNING** ON THE NORTHERLY LINE OF SAID YELLOWSTONE COUNTY, MONTANA TRACT;

THENCE, SOUTH 08°16'51" EAST, A DISTANCE OF 570.66 FEET TO THE **POINT OF TERMINATION** ON A WEST LINE OF SAID YELLOWSTONE COUNTY, MONTANA TRACT, FROM WHICH 3-INCH ALUMINUM CAP FOUND FOR THE SOUTHEAST CORNER OF SAID SECTION 27, BEARS SOUTH 56°15'53" EAST, A DISTANCE OF 1,755.50 FEET, FOR A TOTAL CENTERLINE LENGTH OF 570.66 FEET OR 34.59 RODS, AND CONTAINING 0.39 ACRES OF LAND, MORE OR LESS.


**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE MONTANA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOD18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.
  - OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE: EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
  - THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  - EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.
- I, WILLIS D. LONG, DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN JUNE OF 2024 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.



**PHILLIPS 66 CARRIER LLC**

WILLIS D. LONG PLS NO. 86615LS

 <p>3505 West Sam Houston Parkway North, Suite 150 Houston, TX 77043 281.669.0590</p>									
	0	ISSUED	DMT	09/25/24	JSF	WDL			
REV	DESCRIPTION	BY	DATE	CHK'D	APPR.				
PROJECT NO. 026008-0010									

<b>GL-09 PIPELINE PROJECT</b>		
PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS YELLOWSTONE COUNTY, MONTANA		
YELLOWSTONE COUNTY		MONTANA
DRAWN BY	DMT	CHK'D BY JSF
SCALE	NTS	APP'VD BY
DATE	09/25/24	WDL
REVISION	0	SHEET 2 OF 2

## **MEMORANDUM OF UNDERSTANDING**

### **PHILLIPS 66 CARRIER LLC**

#### **SUBJECT: Phillips 66 Carrier LLC GL09 12-inch crude oil, steel pipeline replacement project**

This Memorandum of Understanding (“Memorandum”) is dated and effective as of \_\_\_\_\_, 2025 (the “Effective Date”), is made and entered into between the Yellowstone County (“County”) and Phillips 66 Carrier LLC (“P66”), a Delaware limited liability company, to provide clarity and guidance for both parties regarding the proposed replacement of the P66 Glacier 09 12-inch diameter crude oil, steel pipeline (“GL09”) through portions of property in Yellowstone County, Montana belonging to the County.

On April 23, 1976, Burlington Northern Inc, predecessor in interest to the County, and Continental Pipe Line Company, predecessor in interest to P66, entered into an Agreement wherein Burlington Northern Inc granted a license to Continental Pipe Line Company for the maintenance and operation of a 10-inch and a 12-inch crude oil pipeline (the “License”), covering the following described lands:

[SEE EXHIBIT A FOR LEGAL DESCRIPTION(S) OF THE COUNTY’S PROPERTIES]

hereinafter called the "Owned Land", whether one or more tracts.

County and P66 mutually confirm their understanding of the following:

P66, as the successor in interest to Continental Pipe Line Company as the permittee under said License Agreement, owns and operates the GL09 pipeline. The County is the current owner in fee simple of the Owned Land. The County and the City of Billings have constructed and the City maintains improvements, including bike and pedestrian paths, on portions of the County-Owned Land (the “City Improvements”). The County maintains the improvements on all properties associated with MetraPark. P66’s planned reconstruction/relocation of the GL09 may damage and destroy segments of the City Improvements on the Owned Land. Both the County and P66 recognize and understand the need for temporary workspace usage to facilitate P66’s



planned reconstruction/relocation. County has been provided exhibits depicting the approximate location of said temporary workspace and has no objection to P66's usage thereof.

Upon completion of P66's contemplated GL09 reconstruction/relocation on the Owned Lands, P66 shall restore the surface and contour of the ground of the Owned Land disturbed by such activity, as near as reasonably practicable, to as good a condition as existed at the time of commencement of such activity, including the repair and reconstruction of any City Improvements impacted by such activity.

While some of the pipeline replacement will be done by the horizontal directional drill (HDD) process as well as some open-trench installations, all parties recognize there will be surface damages throughout various areas of County-owned property located within the project corridor. P66 will work with both the County's and City's staff members and an approved contractor to provide the necessary reclamation, reseeding of vegetation, replacement of existing surface features (including asphalt or concrete) to achieve finishes equal to or better than the existing on County-owned properties.

P66 will continue to communicate with the County's Public Works Department and / or MetraPark Staff as applicable to the respective properties to apprise them of project schedule, construction sequencing, traffic control measures, area closures, and other project needs including any temporary workspaces whenever and wherever necessary on County properties.

P66 will provide the County's staff with current contact information so any questions may be handled in an expeditious and forthright manner.

The groups may meet, as requested by either party, to discuss any questions, issues, or unforeseen circumstances that arise during the construction.

**This Memorandum is effective as of the Effective Date and may be recorded in the Office of the City Clerk and the Office of the Yellowstone County Clerk and Recorder at the expense of Phillips 66 Carrier LLC.**

**YELLOWSTONE COUNTY**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PHILLIPS 66 CARRIER LLC**

Signature: Travis Hammons

Printed Name: Travis Hammons

Title: Attorney-in-Fact



**EXHIBIT A – Legal Descriptions**

CONSTRUCTION EXHIBIT MT-YE-056.000

A portion of Section 26, Township 1 North, Range 26 East further described as a portion of abandoned BN Right-of-Way in the Southwest One-Quarter of the Southwest One-Quarter of the Northwest One-Quarter North of Two Moon Park Road

CONSTRUCTION EXHIBIT MT-YE-058.000

A portion of Section 26, Township 1 North, Range 26 East, further described as Parcel 4 of Certificate of Survey 2811 less the County Road

CONSTRUCTION EXHIBIT MT-YE-060.000

A portion of Section 27, Township 1 North, Range 26 East, further described as a portion of the Fairgrounds and portions of abandoned BN Right-of-Way above the Wastewater Treatment Plant in Section 27 AND a portion of Section 34, Township 1 North, Range 26 East further described as Metra Riverside

CONSTRUCTION EXHIBIT MT-YE-061.000

A portion of Section 27, Township 1 North, Range 26 East, further described as a portion of Parcel 00A, Tract A of Certification of Survey 2491 in the Southeast One-Quarter of said Section and a Retracement of Certificate of Survey 2214.

CONSTRUCTION EXHIBIT MT-YE-063.000

A portion of Section 27, Township 1 North, Range 26 East, further described as a portion of the Wastewater Treatment Plant leased by the City of Billings, Montana.

B.O.C.C. Regular

Meeting Date: 01/21/2025

Title: Medical Services Agreement with Whitmoyer Health, PLLC

Submitted By: Teri Reitz, Board Clerk

---

TOPIC:

Medical Services Contract with Whitmoyer Health, PLLC

BACKGROUND:

The provider will furnish medical services for youths in custody or shelter care at the Yellowstone County Youth Services Center.

RECOMMENDED ACTION:

Approve.

---

Attachments

Whitmoyer Health Agreement

---



## Medical Services Contract

This is an agreement by and between the **WHITMOYER HEALTH, PLLC**, hereinafter referred to as **the Provider or Whitmoyer Health**, and **YELLOWSTONE COUNTY YOUTH SERVICES CENTER**, hereinafter referred to as **YCYSC**, for the provision of professional medical services. Whereas the parties agree as follows:

I. Both parties agree that the Provider shall furnish the following medical services for youths in custody or shelter care at the Yellowstone County Youth Services Center:

a. Shelter Care Facility

Sick Call Clinics twice weekly provided by Nurse Practitioner

- Childhood complaints & screening
- Quarterly medication record review
- Blood draws, urine collection and other testing procedures on-site as medically indicated
- Medical re-checks and follow-up
- Medication continuation of existing prescriptions
- Documentation of medical services in youth charts

b. Detention Facility

Nurse Practitioner Clinics twice weekly

- Childhood complaints & screening
- Quarterly medication record review
- Blood draws, urine collection and other testing procedures on-site as medically indicated
- Placement physicals at additional charge
- Medication continuation or revision
- Review and determine medically necessary follow-up on medical screenings conducted at intake at the request of staff
- Documentation of medical services in youth charts

c. Administrative Medical Services

- Serve as Medical Director for the Facility
- Annual written medical policy and procedure
- Quarterly meetings between Medical Director and Facility Director. May be conducted via telephone and memorialized in email
- Review medical incidents with YSC Director and provide recommendations as indicated

- On-call telephone consultation with YSC Director regarding urgent medical issues
- II. Both parties agree that the medical services provided by the Provider will meet the professional requirements of the position for which they are contracted and that they are duly licensed as providers by the State of Montana and maintain current DEA registration. Copies of current Montana State licenses and DEA registrations of the physicians shall be supplied to YCYSC upon request.
  - III. Both parties agree that YCYSC will determine the youths who require medical services and schedule them for care at the Youth Services Center.
  - V. Both parties agree that this Contract is personal as to the parties and may not be transferred or assigned in any matter.
  - VI. Both parties agree that nothing in this Contract shall be construed as prohibiting the YCYSC from contracting with other agencies or organizations to provide professional medical services in any manner or setting which are not in conflict with the policies and procedures of the Provider outlined in this contract.
  - VII. Both parties agree for the purposes of this Contract, Cole Whitmoyer and Sam Bofto, Director of Yellowstone County Youth Services Center, will be the authorized contact person for YCYSC.

### **PROVIDER**

- I. The Provider shall be responsible for handling any required laboratory tests, obtaining and recording the results. Provider shall communicate the results of the laboratory tests to the authorized contact person at YCYSC within a reasonable period of time as mutually agreed upon by the parties.
- II. The Provider shall:
  - provide the YCYSC with a billing for all costs at the end of each month of service.
  - Comply with HIPPA and any applicable health care regulations.
  - Submit to background checks in accordance with licensing requirements.

### **YCYSC**

- I. YCYSC will give providers a complete orientation to the Youth Services Center's operations and policies upon request.
- II. YCYSC agrees to process payment for YCCHD billing on a monthly basis.

- III. Will maintain an adequate supply of medical supplies as jointly determined by the provider and the YSC Director.

### **INDEMNIFICATION**

- I. Medical Malpractice insurance shall be maintained by Whitmoyer Health through Whitmoyer Health, PLLC, with liability limits equal to or greater than Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00) in the aggregate. Whitmoyer Health shall provide an Endorsement and Certificate of Insurance to YCYSC evidencing such coverage prior to the engagement. Vendor shall name Yellowstone County as an additional insured.
- II. Each party shall indemnify and hold the other harmless from and against any and all liabilities, losses, damages, actions, suits, proceedings, claims, demands, assessments, fines, penalties, fees, judgments, costs, expenses, and attorney fees of every nature and kind which a party may incur, directly or indirectly, at any time relating to or arising from the services a party provides under this Contract.
- III. Whitmoyer Health shall be bound by and comply with all applicable licensing requirements for secure detention and shelter care, as directed by the YCYSC Director.
- IV. Whitmoyer Health and YCYSC shall be bound by and comply with all Federal Equal Employment Opportunity laws and amendments which prohibit discrimination in employment on the basis of race, religion, color, sex or national origin.

### **TERMS OF AGREEMENT**

- I. YCYSC will pay a fee of \$1,375.00 per month, upon receipt of monthly invoice.
- II. Any laboratory tests required shall be an extra charge above the standard rate billed to YCYSC on a cost basis. Placement physicals shall be billed at \$100 each.
- III. This Contract shall be for a period of two years commencing on the date of execution, unless formally cancelled in accordance with section IV. Any modifications of this Contract shall be in writing and signed by both parties.
- IV. This Contract may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this Contract must give written notice of its intention to do so to the other party at least forty-five (45) days prior to the effective day of cancellation or termination.
- III. The laws of the State of Montana shall govern this contract. In the event of litigation concerning this contract, venue for such litigation shall be in the Thirteenth Judicial

District, Yellowstone County, Montana. Each party agrees to pay the other any costs or expenses, including reasonable attorney fees, incurred by the prevailing party for attempts to enforce the covenants of the Contract.

- IV. This constitutes the entire Contract between the parties. No other conditions are implied or intended.

Col. [Signature] bnp  
Whitmoyer Health, PLLC

1/15/25  
Date

\_\_\_\_\_  
Chair, Yellowstone County Board of County Commissioners      Date

B.O.C.C. Regular

Meeting Date: 01/21/2025

Title: PARS

Submitted By: Teri Reitz, Board Clerk

---

TOPIC:

**PERSONNEL ACTION REPORTS - Road & Bridge - 2 Appointments; I.T. - 1 Appointment; Finance - 1 Termination; Youth Services Center - 1 Termination; Detention Facility- 1 Appointment; Sheriff's Office - 1 Appointment, 1 Salary & Other, 2 Terminations**

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

---

Attachments

PARS

---



Yellowstone County Commissioners  
RECEIVED

# Hire/Personnel Action Form

JAN 10 2025

## Employee Information

Employee  
Robert Stinson

## Hire Information

Position Details	Hire Req#	Job Type
Equipment Operator II (E/F) (4025)	202300278	Full-Time Regular
Person ID	Job Class	Pay Rate
48727684	Equipment Operator II (E/F)	\$26.00
Department	Job Class#	HireDate
Public Works	4025	1/16/25
Division		
Road		

## Comments

2110.401.430200:111 Replaces Matt Robinson. Promo from operator 1.

## Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	1/10/25 8:00 AM
FINANCE	JENNIFER JONES	1/10/25 8:01 AM

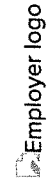
Commissioners Action  
Approve Disapprove

Chair MS \_\_\_\_\_

Member JD \_\_\_\_\_

Member MRV \_\_\_\_\_

JAN 09 2025



# Hire/Personnel Action Form

## Employee Information

Employee  
Analyse Potter

## Hire Information

Position Details	Hire Req#	Job Type
Deputy Sheriff (Patrol) (MCA) (5045)	202300257	Full-Time Regular
Person ID	Job Class	Pay Rate
58571176	Deputy Sheriff (Patrol) (MCA)	\$31.33
Department	Job Class#	HireDate
Sheriff's Office	5045	2/1/25

## Comments

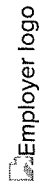
Funding: 2300.132.420150.111 @ 100%  
replaces: Smith  
Transfer from Detention

## Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	1/9/25 8:53 AM
FINANCE	JENNIFER JONES	1/9/25 10:14 AM

Commissioners Action  
Approve Disapprove

Chair	<u>MM</u>	_____
Member	<u>AM</u>	_____
Member	<u>MM</u>	_____



JAN 14 2025

# Hire/Personnel Action Form

## Employee Information

Employee  
JB Roan

## Hire Information

Position Details	Hire Req#	Job Type
Equipment Operator II (E/F) (4025)	202300278	Full-Time Regular
Person ID	Job Class	Pay Rate
60762827	Equipment Operator II (E/F)	\$26.00
Department	Job Class#	HireDate
Public Works	4025	1/16/25
Division		
Road		

## Comments

2110.401.430200.111 replaces M. Leishman 100%

## Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	1/13/25 4:21 PM
FINANCE	JENNIFER JONES	1/14/25 6:57 AM

Commissioners Action  
Approve Disapprove

Chair MM \_\_\_\_\_

Member [Signature] \_\_\_\_\_

Member [Signature] \_\_\_\_\_





# Hire/Personnel Action Form

JAN 13 2025

## Employee Information

Employee  
Ann Bryan

## Hire Information

Position Details	Hire Req#	Job Type
Control Operator (B) (5085)	202300270	Full-Time Regular
Person ID	Job Class	Pay Rate
60340671	Control Operator (C)	\$20.87
Department	Job Class#	HireDate
Sheriff's Office	5085	1/27/25
Division		
Detention Facility		

## Comments

Funding: 2300.136.420200.111 @ 100%  
replaces: New FTE

## Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	1/13/25 2:07 PM
FINANCE	JENNIFER JONES	1/13/25 2:23 PM

Commissioners Action  
Approve Disapprove

Chair	<u>MM</u>	___
Member	<u>AV</u>	___
Member	<u>MSW</u>	___



JAN 13 2025

# Hire/Personnel Action Form

## Employee Information

Employee  
William Grimm

## Hire Information

Position Details	Hire Req#	Job Type
IT Computer Support Specialist (E) (1080)	202300275	Full-Time Regular
Person ID	Job Class	Pay Rate
60292693	IT Computer Support Specialist (E)	\$24.00
Department	Job Class#	HireDate
Information Technology	1080	2/10/25
Division		
N/A		

## Comments

1000.115.410580.111 new position replaces P. Christopher

## Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	1/13/25 2:07 PM
FINANCE	JENNIFER JONES	1/13/25 2:23 PM

Commissioners Action  
Approve          Disapprove         

Chair	<u>MG</u>	<u>        </u>
Member	<u>JJ</u>	<u>        </u>
Member	<u>MD</u>	<u>        </u>



YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

JAN 13 2025

Section 1

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

Name: James Ellis Effective Date: 01/31/2025  
Current Title: Deputy Sheriff Gr. \_\_\_\_\_ Salary \$ 39.50  
Title Change: Gr. \_\_\_\_\_ Salary \$ \_\_\_\_\_

Check as Applicable:

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


Other: \_\_\_\_\_ Reclassification: \_\_\_\_\_

Funding: 2300 - 132 - 420150 - 111 Percent 100 New Account \_\_\_\_\_  
Percent \_\_\_\_\_ Split Account \_\_\_\_\_

  
Elected Official/Department Head \_\_\_\_\_ Date 01/10/2025

Section 2

Human Resources: \_\_\_\_\_ Finance: \_\_\_\_\_

Note: \_\_\_\_\_  
Director \_\_\_\_\_ Date \_\_\_\_\_  
 1/13/25

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

Chair MM \_\_\_\_\_  
Member JD \_\_\_\_\_  
Member MBW \_\_\_\_\_

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

JAN 13 2025

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

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

Name: Quinnell Williamson Effective Date: 1/8/25  
Current Title: ICW Gr. 7 Salary \$ 2569  
Title Change: \_\_\_\_\_ Gr. \_\_\_\_\_ Salary \$ \_\_\_\_\_

Check as Applicable:

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

Other: \_\_\_\_\_  
Reclassification: \_\_\_\_\_  
Funding: 2399 - 235 - 420250 - 111 Percent 100% New Account \_\_\_\_\_  
Percent \_\_\_\_\_ Split Account \_\_\_\_\_  
A. Beck \_\_\_\_\_ Date 1-9-25  
Elected Official/Department Head

Section 2

Human Resources:

Finance:

Note: \_\_\_\_\_  
Director \_\_\_\_\_ Date \_\_\_\_\_  
William 1-13-25 Director 1-13-25

H.R. Comments:

Commissioner's Action  
Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

Date entered in payroll \_\_\_\_\_  
Clerk & Recorder - original \_\_\_\_\_  
Human Resources - canary \_\_\_\_\_  
Auditor - pink \_\_\_\_\_  
Department - gold/erod \_\_\_\_\_

Chair MM \_\_\_\_\_  
Member AF \_\_\_\_\_  
Member MSW \_\_\_\_\_

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

JAN 13 2025

Section 1

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

Name: James Matteson

Effective Date: 1/16/25 - Final day

Current Title: Purchasing Agent

Gr. J Salary \$ 86,161.45

Title Change: \_\_\_\_\_ Gr. \_\_\_\_\_ Salary \$ \_\_\_\_\_

Check as Applicable:

Regular Full Time:

New Hire: \_\_\_\_\_

Regular Part Time: \_\_\_\_\_

Rehire: \_\_\_\_\_

Temp Full Time: \_\_\_\_\_

Termination:  Retirement

Temp Part Time: \_\_\_\_\_

Seasonal Hire: \_\_\_\_\_

Promotion: \_\_\_\_\_

Replaces position \_\_\_\_\_

Transfer: \_\_\_\_\_

Name \_\_\_\_\_

New Budgeted Position \_\_\_\_\_

Demotion: \_\_\_\_\_

Other: \_\_\_\_\_

Reclassification: \_\_\_\_\_

Funding: 1000 - 111 - 410510 - 110

Percent 100 New Account \_\_\_\_\_

Percent \_\_\_\_\_ Split Account \_\_\_\_\_

Kevin Bova  
Elected Official/Department Head

\_\_\_\_\_ Date 1/16/25

Section 2

Human Resources: \_\_\_\_\_

Finance: \_\_\_\_\_

Note: \_\_\_\_\_

Note: August 1, 2025  
Director Date

August 1-13-25  
Director Date

H.R. Comments: \_\_\_\_\_

Commissioner's Action  
Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

\_\_\_\_\_

Chair MM \_\_\_\_\_

Date entered in payroll \_\_\_\_\_

Member AD \_\_\_\_\_

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Member MSW \_\_\_\_\_

Department - goldenrod

JAN 14 2025

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

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

Name: Joshua Wilmeth Effective Date: 01/08/2025  
Current Title: Deputy Sheriff Gr.      Salary \$ 31.33  
Title Change: Gr.      Salary \$     

Check as Applicable:

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

Other:      Reclassification:       
Funding: 2300 - 132 - 420150 - 111 Percent 100 New Account       
Percent      Split Account       
Joshua Wilmeth 01/10/2025  
Elected Official/Department Head Date

Section 2

Human Resources: Finance:      Commissioner's Action  
Note:      Director Date      Approve      Disapprove       
Shygin 1-14-25      1-14-25  
Director Date  
H.R. Comments:     

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

B.O.C.C. Regular

Meeting Date: 01/21/2025

Title: Board Minutes

Submitted By: Teri Reitz, Board Clerk

---

TOPIC:

Board Minutes - Lockwood Irrigation District Board Minutes

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

---

Attachments

Lockwood Irrigation District December Minutes

---



## Meeting Minute:

December 9, 2024

The December meeting of the L.I.D. was held at the Lockwood Water and Sewer District office, at 1644 Old Hardin RD. The board members present were Terry Seiffert, Brent Kober, Bob Riehl, Manager Carl Peters and Secretary/Treasurer, Angela Watson. Richard Hoke, Taylor Kasperick, and Rodney Stoddard were also present.

The meeting was called to order at 7:00 PM by Terry Seiffert. The November 20, 2024, meeting minutes were reviewed, a motion was made by Bob Riehl, seconded by Brent Kober to approve the November 20<sup>th</sup> minutes, motion carried.

**Public Comment:** Rod Stoddard asked what the LID-LWSD sale of water rights? Terry Seiffert said that they would get into that topic, but that Lockwood Water and Sewer District is interested in coming up with an agreement to somehow share the water rights through a joint venture.

## New Business

- Bond Resolution/Closing Documents:** The Manager received all the documents in the mail today and they require board action. Bond Resolution # 120924, resolution relating to the \$1,739,000.00 special assessment bond series 2024 authorizing the issuance and fixing the terms and conditions there of creating the Lockwood Irrigation District Bond Fund, prescribing continuance of the Irrigation District for Security of the Holders of the Bond. Bob Riehl made a motion to adopt the resolution, and Brent Kober seconded the motion, motion carried. Two copies of Resolution 120924, One blue-backed series 2024 bond, three copies of the Officers' Certificate, three copies of the Certificate and Receipt of County Treasurer, three copies of Certificate of as to Organization and Financial Condition, were signed by the board President and Secretary-Treasurer. The County Treasurer will need to sign the blue-backed Series 2024 Bond, the Officers' Certificate and the Certificate and Receipt of County Treasurer. The last document was IRS form 8038-G prepared by Bond Counsel and signed by the Board President. Also enclosed is a form of our taxpayer's copy for the district's files. Taylor Kasperick asked if there was anything in the documents regarding the Certificate of Consulting Engineer. The Manager said that it isn't on the list from the Bond Counsel letter but thinks it should be included. The other board members agreed. This Document was signed by Consulting Engineer Taylor Kasperick. The bond resolution that was passed tonight was for \$1,381,578.08. The vendor invoice for the DNRC that the board president signed will be submitted to DNRC with the information the Manager obtained from the County Finance Department.
- PH Rehab Project:** Taylor Kasperick is presenting the board with the project update. Taylor met with Askin last Wednesday to talk through the project schedule and confirming the omitted items which are, removal of the existing pumps, relocation of the security system, and swapping out the alternate power delivery, to ensure that they were on the same page as what was described in the contract. Askin will be starting sometime in February, potentially working through to April 30<sup>th</sup> with the site ready for the season to begin. The existing electrical, and the discharge pipeline will be completed sometime in the fall with substantial completion by November 30 2025. When speaking with Bond Counsel Dan Semmens, this is defined as the wet well constructed, pump station and pumps set, electrical completed, and the discharge pipe installed. The final completion date will be May 1, 2026. Bob Riehl asked what is the risk of not meeting the substantial completion date? Taylor explained that by November 30<sup>th</sup> the members of the district would be assessed for an uncompleted project. Askin said that as long as Watertronics delivers the skid by October 1, 2025, that they would have enough time in the front end and the back end to reach substantial completion date. Askin has been getting the contract ready and making sure that the change order is accurately reflected in their contract. Taylor Kasperick has been working with BNSF land (JLL) to incorporate an amendment to our existing lease. The Manger sent an email to Mehgan with BNSF on Oct 15, 2024 with the a copy of the existing lease and exhibit A which includes the foot print of the lease. Numerous emails have been sent to get answers regarding the lease but there has still been no response. The Askin Construction change order will be signed between meetings electronically. The Manager asked if we

could shut down September 1, 2025 (as we did with the MDT siphon project) so that the intake has additional time to dry out and give Askin time to get the project substantially complete by November 30, 2025. The Manager reported that the pumps don't have much salvage value, but the motors may have used stock value. Phil from IPS said that they would be interested in having them as a backup on their shelf. On December 17<sup>th</sup> the bond amount will be posted to 7285, then the district through County Finance will pay Watertronics \$163,842.35, Performance Engineering \$51,896.00, and bond counsel \$25,000.00.

3. **Intake Flood Damage ARPA:** The last thing that was required was the tracking spreadsheet needed warrant numbers included. The total ARPA grant received was \$420,357.75 and the total intake rehab project cost was \$474,299.48. The District ended up paying about \$54,000.00 out of pocket because the engineering firm put the wrong amount on the vendor invoice, but this money was replaced by the \$72,956.00 balance of the original intake flood repair ARPA grant to help fund the pump station replacement project.
4. **FEMA:** The Manager re-sent his hours to Justin Staley of DES for reimbursement of administrative costs. The manager came up with \$1,460.00 but we are eligible for up to \$2,235.00 which includes fringe benefits: Social Security, Medicare, and Worker's Compensation.
5. **MDT Johnson Lane Project:** Nothing new.
6. **OHR Sidewalk Project:** The Manager received an email from Nate Perius, PE with Dowl Engineering regarding the design for an extension of the pedestrian safety sidewalk along Old Hardin RD between Greenwood and just east of Rykken Circle. The Manager noticed a note on one of the drawings to remove one of the head gates on the 60' canal. The Manager notified them that the head gate had to remain in place. They also asked about an easement and the manager went with a 40-foot easement since the development of the McIntosh subdivision in 1977.

#### **Old Business:**

1. **LID-LWSD Water Rights:** nothing new
  2. **LID Audit:** nothing new
  3. **2014 LID Rate Update 2019:** On Hold
- 

#### **Manager's Report:**

Preston Thorpe called on November 21, 2024 from 1920 Canary Ave saying that he has been overcharged for his Lockwood Irrigation assessment and requested to be reimbursed. The Manager contacted the County Treasurer to correct the current assessment. The property was originally 8 lots and in 2020 was forever merged into four lots. This means that the County did not assess the lots appropriately and Preston paid the other lots portion of the taxes. The board agreed that he would need to collect this overpayment from the other conjoined lots and that the District does not refund Property taxes that are correct just not individually. Melle's Tree Service got back to us on a price to remove the tree across the 60' canal at 2535 Rockwood and the tree across the 100' canal at 1727 Canary that Steve Nave mentioned, for \$2,200; and \$5,500.00 to remove the two large cottonwoods on the 100' canal on the Manager's property at 1548 Rosebud Lane. The Manager is requesting board approval of these bids with an offer to pay a portion of the cost for the \$5,500.00 estimate. A motion was made by Brent Kober to accept these estimates, subtracting what Carl Peters contributes and seconded by Bob Riehl. The manager received an email from the County Elections Office Kirstie Bromenshenk wanting a copy of our bylaws and how much the commissioners are paid per month. Stephanie Seymanski, PE of Morrison-Maierle wanted to know if we have encroachment fees for the phase three sewer project. They plan to bore under our canal. The Manager informed Stephanie that our encroachment fee is now \$500.00 for any utility that crosses our main canal easements and that it must be 10 feet below the canal. The audit through Montana State Fund produced an issue with Cambell Blasting. Richard Campbell submitted Montana and Wyoming blasting certifications, Certificate of Liability Insurance, Montana Source Procurement Certification, and the Wyoming workers Compensation Certificate. The Manager also received an email from a surveying company out of Red Lodge, they are surveying between Pomp's Tire and Schwan's because it is for sale. They wanted to know about the ditch easement through there and they cannot fill it in, but they

can put it in pipe. The \$826.42 dividend check from the Montana State Fund to be divided equally between Richard, Matt, and Carl. Bob Riehl made a motion, Brent Kober seconded, motion carried. The current Northwestern Energy Rebate Program for pump motor VFD's of \$65.00 per HP ends June 30, 2025, so if this program continues, the district will need to apply after substantial completion of the Pump Station Replacement Project. The district's insurance coverage will be checked for the new construction on our railroad lease and will need to be updated for the new pumps.

**Secretary's Report:**

The November financial reports will be reviewed for approval at the January 15, 2025, meeting. With no further business, a motion to adjourn was made by Bob Riehl, seconded by Brent Kober; the meeting was adjourned at 8:19PM. The next board meeting will be on January 15, 2025, at 7:00 PM, located at the Lockwood Water and Sewer Office.

Respectfully submitted,  
Angela Watson, Secretary/Treasurer

B.O.C.C. Regular

Meeting Date: 01/21/2025

Title: Checks and Disbursements for December 2024

Submitted By: Teri Reitz, Board Clerk

---

TOPIC:

Checks and Disbursements for December 2024

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

---

Attachments

Checks and Disbursements

---



**YELLOWSTONE COUNTY DISTRICT COURT**  
Transaction Listing  
**From 12/01/2024 to 12/31/2024**  
General Ledger Accounts 200-1300 through 200-1365  
Totals Only

<b>Date</b>	<b>Account</b>	<b>Debit Amount</b>	<b>Credit Amount</b>
<b>Posted on 10/28/2024</b>	200-1300- Jury Fees/Mileage	\$ 2,165.98	
	200-1325- Jury Meals	\$ -	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ -	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	<b>Total For 10/28/2024</b>	<b>\$ 2,165.98</b>	<b>\$ -</b>
<b>Posted on 11/12/2024</b>	200-1300- Jury Fees/Mileage	\$ 2,689.06	
	200-1325- Jury Meals	\$ -	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ -	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ 496.98	
	<b>Total For 11/12/2024</b>	<b>\$ 3,186.04</b>	<b>\$ -</b>
<b>Posted on 11/4/2024</b>	200-1300- Jury Fees/Mileage	\$ 2,046.11	
	200-1325- Jury Meals	\$ -	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ 1,428.75	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	<b>Total For 11/4/2024</b>	<b>\$ 3,474.86</b>	<b>\$ -</b>
<b>Total Transactions</b>		<b>\$ 8,826.88</b>	<b>\$ -</b>

Check Register Date Range  
 For Bank Account: Jury Funds - 9705883054925  
 FROM: 12/23/2024 TO: 12/23/2024

Check Number	Check Date	Payee	Amount	Status	Cleared Date
930247	12/23/2024	ALTHOFF CHRISTY	\$108.50	Outstanding	
930248	12/23/2024	BECKETT WANDA LEE	\$61.70	Outstanding	
930249	12/23/2024	BEGGER JERRY MICHAEL	\$16.68	Outstanding	
930250	12/23/2024	BEGGER SUSAN C	\$17.85	Outstanding	
930251	12/23/2024	BENJAMIN BRIDGET MARIE	\$23.70	Outstanding	
930252	12/23/2024	BENNINGTON KEATON LEE	\$17.85	Outstanding	
930253	12/23/2024	BLOHM MATTHEW ROBERT	\$33.06	Outstanding	
930254	12/23/2024	BOESHANS ROBYN LEANN	\$18.44	Outstanding	
930255	12/23/2024	BORER CURTIS	\$66.38	Outstanding	
930256	12/23/2024	BRINDLEY AUSTIN JOEL	\$55.85	Outstanding	
930257	12/23/2024	CASTER STEPHANIE ARLENE	\$49.44	Outstanding	
930258	12/23/2024	CASTRO FRED A ANN	\$13.17	Outstanding	
930259	12/23/2024	CECRLE KORINNA MAE	\$14.93	Outstanding	
930260	12/23/2024	DALBEY NOEL LOUIS	\$16.68	Outstanding	
930261	12/23/2024	DIFRONZO WHITNEY	\$59.36	Outstanding	
930262	12/23/2024	EASTMAN MAKENZI KATE	\$16.68	Outstanding	
930263	12/23/2024	EDDLEMON CHARLIE	\$55.85	Outstanding	
930264	12/23/2024	EDDLEMON DENNIS A	\$55.85	Outstanding	
930265	12/23/2024	EVENSON JADE ALLEN	\$19.02	Outstanding	
930266	12/23/2024	FEELEY RICKI LU	\$17.85	Outstanding	
930267	12/23/2024	GAETZ ADAM MATTHEW	\$16.68	Outstanding	
930268	12/23/2024	GATES JOHN R	\$16.68	Outstanding	
930269	12/23/2024	GLOCK KIMBERLY ANN	\$52.34	Outstanding	
930270	12/23/2024	GOUNTANIS MEGAN MARIAH	\$16.10	Outstanding	
930271	12/23/2024	GRIEGER RYAN MICHAEL	\$33.06	Outstanding	
930272	12/23/2024	HARMON MICHAEL KEVIN	\$16.68	Outstanding	
930273	12/23/2024	HENNELLY RANDY WILLIAM	\$16.68	Outstanding	
930274	12/23/2024	HOAGLAND JORDAN MICHAEL	\$16.68	Outstanding	
930275	12/23/2024	HUSKEY RAEANN NICOLE	\$61.70	Outstanding	
930276	12/23/2024	JIMISON CONNIE	\$23.70	Outstanding	
930277	12/23/2024	JONES JOE I	\$16.10	Outstanding	
930278	12/23/2024	KAUTZ ETHAN JACOB	\$21.95	Outstanding	
930279	12/23/2024	LAPITO BRANDI LEE	\$21.36	Outstanding	
930280	12/23/2024	LEE ARIELLE MARISSA	\$17.27	Outstanding	
930281	12/23/2024	LESUEUR LACY MAE	\$21.95	Outstanding	
930282	12/23/2024	MAGNUSSON SAMUEL	\$20.78	Outstanding	
930283	12/23/2024	MARTIN MARIAN FOWERS	\$16.68	Outstanding	
930284	12/23/2024	MCILVAIN JODY BOB	\$16.10	Outstanding	
930285	12/23/2024	MCKETHEN SUZANNE MARIE	\$13.17	Outstanding	
930286	12/23/2024	MORKEN KYLE PHILLIP	\$19.02	Outstanding	

Yellowstone District Court

User: CUA654

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925  
 FROM: 12/23/2024 TO: 12/23/2024

Check Number	Check Date	Payee	Amount	Status	Cleared Date
930287	12/23/2024	NIXDORF DALE O	\$17.85	Outstanding	
930288	12/23/2024	NOLAN DENNIS JOSEPH	\$19.02	Outstanding	
930289	12/23/2024	OSBORNE LEVI R	\$17.85	Outstanding	
930290	12/23/2024	PHILLIPS DAVID JOHN	\$80.42	Outstanding	
930291	12/23/2024	PLUMB RONNIE	\$35.40	Outstanding	
930292	12/23/2024	POTTER MICHELLE MARIE	\$55.85	Outstanding	
930293	12/23/2024	RAWHOUSER RENEE M	\$28.38	Outstanding	
930294	12/23/2024	RAYMOND CHENEY WALTER	\$29.55	Outstanding	
930295	12/23/2024	REYER DANIEL LAWRENCE	\$31.89	Outstanding	
930296	12/23/2024	REYES JESSICA J	\$16.68	Outstanding	
930297	12/23/2024	RINGO NINA	\$37.74	Outstanding	
930298	12/23/2024	ROESCH TORIAN	\$67.55	Outstanding	
930299	12/23/2024	RUFF DAVID JACOB	\$21.36	Outstanding	
930300	12/23/2024	SCHERR THOMAS DANIEL	\$19.02	Outstanding	
930301	12/23/2024	SCHWARZ ALLICIA MARIE	\$21.95	Outstanding	
930302	12/23/2024	SEWARD RANDY	\$20.19	Outstanding	
930303	12/23/2024	SHEPHERD STEVEN RAY	\$13.17	Outstanding	
930304	12/23/2024	SHROYER KIM	\$16.68	Outstanding	
930305	12/23/2024	SIRE RICHARD L	\$21.36	Outstanding	
930306	12/23/2024	STAEBLER KERI LYNN	\$23.70	Outstanding	
930307	12/23/2024	CITY OF BILLINGS	\$1,428.75	Outstanding	
930308	12/23/2024	STOTT JAY	\$14.93	Outstanding	
930309	12/23/2024	STRAWDERMAN BROOKE JOELLE	\$20.19	Outstanding	
930310	12/23/2024	SWAN MATTHEW GEORGE	\$36.57	Outstanding	
930311	12/23/2024	TITTLE MELISSA YVONNE	\$20.78	Outstanding	
930312	12/23/2024	TOEGEL MIKAELA ANNE	\$31.89	Outstanding	
930313	12/23/2024	WELCH SUSAN KIM	\$15.51	Outstanding	
930314	12/23/2024	WHITE SAMUEL ARTHUR	\$59.36	Outstanding	
930315	12/23/2024	WHITEAKER ROBIN ELAINE	\$15.51	Outstanding	
930316	12/23/2024	WHITFORD JOSHUA CLEMENT	\$15.51	Outstanding	
930317	12/23/2024	WHITLATCH CHRISTINE MARIE	\$14.34	Outstanding	
930318	12/23/2024	WILSON WESLEY KEIL	\$22.53	Outstanding	
930319	12/23/2024	YOUNG CLINTON G	\$20.19	Outstanding	
930320	12/23/2024	YZAGUIRRE YSAVEL PINADA	\$20.19	Outstanding	
930321	12/23/2024	ZIMMERMAN RONALD W	\$24.87	Outstanding	
930322	12/23/2024	ZINK WILLIAM M	\$23.70	Outstanding	
930323	12/23/2024	ZWEMKE LINDA A	\$20.78	Outstanding	

**Totals**                      **Number of Checks: 77**                      **Total:**                      **\$3,594.73**



Yellowstone District Court

User: CUA654

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925

FROM: 12/24/2024 TO: 12/24/2024

Check Number	Check Date	Payee	Amount	Status	Cleared Date
930324	12/24/2024	AMARAL MARIUS	\$17.85	Outstanding	
930325	12/24/2024	APPEL CELESTE MARIE	\$19.61	Outstanding	
930326	12/24/2024	ASPENSEN CEILON HALL	\$17.85	Outstanding	
930327	12/24/2024	BAETEN BAYLIE ELIZABETH	\$24.87	Outstanding	
930328	12/24/2024	BARKER KYLIE LYNN	\$26.04	Outstanding	
930329	12/24/2024	BLACKFORD JASON PATRICK	\$101.33	Outstanding	
930330	12/24/2024	BONNER ARNOLD JOHN	\$17.85	Outstanding	
930331	12/24/2024	BOWMAN EASTON OLIVER	\$16.68	Outstanding	
930332	12/24/2024	BROCOPP MELINDA B	\$16.68	Outstanding	
930333	12/24/2024	BRODEN JAMES AARON	\$17.85	Outstanding	
930334	12/24/2024	BURY KATHRYN ARDEN	\$23.70	Outstanding	
930335	12/24/2024	CADY BRENDON RONALD	\$15.51	Outstanding	
930336	12/24/2024	CAPRON DIANNE P	\$94.31	Outstanding	
930337	12/24/2024	CARSON JANET M	\$15.51	Outstanding	
930338	12/24/2024	CLOUGH MICHAEL CHARLES	\$19.02	Outstanding	
930339	12/24/2024	COATES ED L	\$24.87	Outstanding	
930340	12/24/2024	COATES JORDAN BRENAE	\$17.27	Outstanding	
930341	12/24/2024	CORCORAN DONALD STEVEN EDWARD	\$20.19	Outstanding	
930342	12/24/2024	CRANSTON MATTHEW STEPHEN	\$16.68	Outstanding	
930343	12/24/2024	CURTISS GEOFFREY ALLEN	\$16.10	Outstanding	
930344	12/24/2024	DEEM CARLA G	\$16.68	Outstanding	
930345	12/24/2024	EASTLICK STEELE	\$36.57	Outstanding	
930346	12/24/2024	FIGIELLA JOHN J	\$16.68	Outstanding	
930347	12/24/2024	FLAGLER DOUGLAS L	\$19.02	Outstanding	
930348	12/24/2024	GEISS KESHA MARIE	\$31.89	Outstanding	
930349	12/24/2024	GULLETT TY BRANSON	\$124.14	Outstanding	
930350	12/24/2024	GUZMAN HALEY RENAE	\$17.27	Outstanding	
930351	12/24/2024	HANNA ANNA W	\$19.02	Outstanding	
930352	12/24/2024	HARTL TRENT	\$19.61	Outstanding	
930353	12/24/2024	HARTMAN JOSEPH DEAN	\$24.87	Outstanding	
930354	12/24/2024	HAYDEN SUSAN	\$92.55	Outstanding	
930355	12/24/2024	HAZLETT LEANNE RUTH	\$74.01	Outstanding	
930356	12/24/2024	HEICK DALE FRANCIS	\$16.68	Outstanding	
930357	12/24/2024	HOWELL KELLY NOEL	\$110.10	Outstanding	
930358	12/24/2024	HUSKEY PAMELA A	\$17.85	Outstanding	
930359	12/24/2024	JONES JAZMINE ARNELDUSDAE	\$19.02	Outstanding	
930360	12/24/2024	KAUTZ JENNIFER DENISE	\$106.59	Outstanding	
930361	12/24/2024	KESSLER CYNTHIA N	\$15.51	Outstanding	
930362	12/24/2024	KOSS WILLIAM ALEXANDER	\$17.85	Outstanding	

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925  
 FROM: 12/24/2024 TO: 12/24/2024

Check Number	Check Date	Payee	Amount	Status	Cleared Date
930363	12/24/2024	KUEHN SHAUNA M	\$16.68	Outstanding	
930364	12/24/2024	LANCIOTTI THOMAS J	\$96.06	Outstanding	
930365	12/24/2024	LEE THOMAS ANDERSON	\$42.42	Outstanding	
930366	12/24/2024	LEWIS HEATHER	\$138.18	Outstanding	
930367	12/24/2024	LEWIS KIMBERLY LYNN	\$17.85	Outstanding	
930368	12/24/2024	LYNES ANTHONY THOMAS	\$15.51	Outstanding	
930369	12/24/2024	MAIN SAVANNAH JEAN	\$82.02	Outstanding	
930370	12/24/2024	MASSEY JENNIFER L	\$19.02	Outstanding	
930371	12/24/2024	MCCAIVE DENNIS	\$16.68	Outstanding	
930372	12/24/2024	MERRILL KRISTINA LYNN	\$15.51	Outstanding	
930373	12/24/2024	NIEMI ASHLEY R	\$17.85	Outstanding	
930374	12/24/2024	NYDEGGER JOHN R	\$29.55	Outstanding	
930375	12/24/2024	OPENSHAW LISA	\$33.65	Outstanding	
930376	12/24/2024	ORRANTIA PETER	\$15.51	Outstanding	
930377	12/24/2024	OVENBEEKE CELINA	\$19.02	Outstanding	
930378	12/24/2024	PACENTE ALLAN J	\$13.17	Outstanding	
930379	12/24/2024	PECK MIRANDA LEE	\$19.02	Outstanding	
930380	12/24/2024	PETERSCHICK AUBREY ELIZABETH	\$94.31	Outstanding	
930381	12/24/2024	PIGG MICHAEL T	\$141.69	Outstanding	
930382	12/24/2024	QUILICI MACIE JANE	\$99.57	Outstanding	
930383	12/24/2024	REA TAMMY	\$27.21	Outstanding	
930384	12/24/2024	REWERTS SHELLY	\$22.53	Outstanding	
930385	12/24/2024	SCHLICHENMAYER REBECCA JEAN	\$16.68	Outstanding	
930386	12/24/2024	SMITH RYAN	\$92.55	Outstanding	
930387	12/24/2024	STGERMAINE JOCELYN D	\$13.76	Outstanding	
930388	12/24/2024	STIEG AARON DAVID	\$76.35	Outstanding	
930389	12/24/2024	VANANTWERP COLE	\$96.06	Outstanding	
930390	12/24/2024	VAUTHIER HEATHER MARIE	\$16.68	Outstanding	
930391	12/24/2024	WARREN JODI LYNN	\$16.10	Outstanding	
930392	12/24/2024	WEBBER JENNIFER MARIE	\$14.34	Outstanding	
930393	12/24/2024	WOMACK JOSEPH V	\$17.85	Outstanding	

**Totals**                      **Number of Checks: 70**                      **Total: \$2,689.06**

Yellowstone District Court

User: CUA654

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925  
 FROM: 12/26/2024 TO: 12/26/2024

Check Number	Check Date	Payee	Amount	Status	Cleared Date
930394	12/26/2024	ALLEN MANDI JO	\$16.68	Outstanding	
930395	12/26/2024	ALLES WILLIAM JAMES	\$15.51	Outstanding	
930396	12/26/2024	ANDERSON JACK EUGENE	\$15.51	Outstanding	
930397	12/26/2024	BELL DAWN	\$26.04	Outstanding	
930398	12/26/2024	CAMPBELL NICK	\$17.85	Outstanding	
930399	12/26/2024	CHUTE ROBERTA	\$16.68	Outstanding	
930400	12/26/2024	CONTRERAZ HENRY Y	\$42.42	Outstanding	
930401	12/26/2024	DAY KERRY	\$21.36	Outstanding	
930402	12/26/2024	DUKE VIRGINIA	\$13.76	Outstanding	
930403	12/26/2024	DUNCAN EARL ALLEN	\$19.02	Outstanding	
930404	12/26/2024	DUVALL AMANDA MARIE	\$31.89	Outstanding	
930405	12/26/2024	EMINETH AMY	\$33.06	Outstanding	
930406	12/26/2024	ERGER LYNNE M	\$19.02	Outstanding	
930407	12/26/2024	FARLEY LUCAS ADAM	\$41.25	Outstanding	
930408	12/26/2024	FILTER LAUREN ASHLEY	\$94.31	Outstanding	
930409	12/26/2024	GENTRY JAY AXLINE	\$17.85	Outstanding	
930410	12/26/2024	GLASSER CORY EDWIN	\$20.19	Outstanding	
930411	12/26/2024	GOERTZ MICHAEL WAYNE	\$27.21	Outstanding	
930412	12/26/2024	GRIMSLEY JERI A	\$15.51	Outstanding	
930413	12/26/2024	GUADARRAMA CYNTHIA ANN	\$13.17	Outstanding	
930414	12/26/2024	HAGEN MEGAN KATHLEEN	\$16.68	Outstanding	
930415	12/26/2024	HARTMAN CODY JAMES	\$89.04	Outstanding	
930416	12/26/2024	HOFFERBER CARRIE	\$23.70	Outstanding	
930417	12/26/2024	JONES WILLIAM J	\$19.02	Outstanding	
930418	12/26/2024	KUCHIN KAITLYN DONNA	\$13.17	Outstanding	
930419	12/26/2024	LACHMUND MEGAN K	\$19.02	Outstanding	
930420	12/26/2024	LANE ARIEL REBECCA	\$22.53	Outstanding	
930421	12/26/2024	LAPOINT HALCYON	\$14.34	Outstanding	
930422	12/26/2024	LAROQUE JOSHUA JAMES	\$96.06	Outstanding	
930423	12/26/2024	LIGHTHIZER DEZIRAE DAWN	\$17.85	Outstanding	
930424	12/26/2024	LUKASIK LAURA S	\$103.08	Outstanding	
930425	12/26/2024	MACDONALD ASHLEY N	\$24.87	Outstanding	
930426	12/26/2024	MAJERUS JAMES A	\$16.10	Outstanding	
930427	12/26/2024	MANGEN CHRISTOPHER	\$16.68	Outstanding	
930428	12/26/2024	MARCETTE JANA DORFMAN	\$17.85	Outstanding	
930429	12/26/2024	MOSER KEVIN MICHAEL	\$89.04	Outstanding	
930430	12/26/2024	ODONNELL CORRIE LORINE	\$96.06	Outstanding	
930431	12/26/2024	PALMER STEVEN JAMES	\$15.51	Outstanding	
930432	12/26/2024	PIPPIN WYNN	\$17.85	Outstanding	
930433	12/26/2024	POINDEXTER KRISTY MAE	\$89.04	Outstanding	

Yellowstone District Court

User: CUA654

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925  
FROM: 12/26/2024 TO: 12/26/2024

Check Number	Check Date	Payee	Amount	Status	Cleared Date
930434	12/26/2024	POWERS JAMES KURT	\$13.76	Outstanding	
930435	12/26/2024	REMINGTON JESSALYN	\$89.04	Outstanding	
930436	12/26/2024	ROBERTS JEFFREY EDWARD	\$89.04	Outstanding	
930437	12/26/2024	RUGGLES MIKE	\$96.06	Outstanding	
930438	12/26/2024	SANCHEZ KATHLEEN MARIE	\$99.57	Outstanding	
930439	12/26/2024	SCHUYLER LAURIE	\$19.02	Outstanding	
930440	12/26/2024	SCOTT SANDRA L	\$16.10	Outstanding	
930441	12/26/2024	STALEY SAVANAH RENEE	\$29.55	Outstanding	
930442	12/26/2024	THURMAN ZACHARY TREVOR	\$20.78	Outstanding	
930443	12/26/2024	WELDON JEFFREY A	\$106.59	Outstanding	
930444	12/26/2024	WILLIAMSON CHRISTINE M	\$30.72	Outstanding	
930445	12/26/2024	WOOD SANDRA FERN	\$110.10	Outstanding	
<b>Totals</b>	<b>Number of Checks: 52</b>		<b>Total: \$2,056.11</b>		

B.O.C.C. Regular

3. a.

Meeting Date: 01/21/2025

Title: MetraPark Expo South Lot Contract for materials testing - Terracon

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

---

**TOPIC:**

MetraPark Expo South Lot Contract for materials testing - Terracon

**BACKGROUND:**

Contract with Terracon for materials testing for the MetraPark Infrastructure South Lot project. The contract is not to exceed \$18,000.00. The expense was anticipated and included in the FY25 budget under the Facilities Land Improvement Account 5811.000.552.460442.930.

**RECOMMENDED ACTION:**

Place item to file.

---

**Attachments**

Metra Expo South Lot Contract - Terracon

---



September 11, 2024

Yellowstone County  
METMAINBLDG P.O. Box 35015  
Billings, MT 59107

Attn: Mr. Kevan Bryan

Re: Proposal for Materials Testing & Special Inspection Services  
Metra Park South Expo  
308 6<sup>th</sup> Ave. N..  
Billings, Montana  
Terracon Proposal No. P26241079

Dear Mr, Bryan

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide construction materials testing and special inspection services for the Metra Park South Expo project. Our proposal includes a description of the project information, our proposed scope of services, estimated quantities, unit rates, and a total estimated fee for our services. We have organized our proposal as follows for ease of reference:

Exhibit A	Project Information
Exhibit B	Scope of Services
Exhibit C	Compensation
Exhibit D	Assumptions

Our base fee to perform the Scope of Services described in this proposal is presented in Exhibit C.

## 1.0 CAPABILITIES AND EXPERIENCE

### Construction Materials Testing & Special Inspection Services

Our team of inspectors and technicians are experienced with providing materials testing, special inspections and/or observations of concrete, soils, and aggregate in the local area and are familiar with the recognized building jurisdiction requirements.

Terracon Consultants, Inc. 2110 Overland Avenue, Suite 124 Billings, Montana 59102  
P [406]656-3072 F [406] 656-3578 [www.terracon.com](http://www.terracon.com)

Environmental



Facilities



Geotechnical



Materials

## Laboratory Capabilities

Our laboratory is accredited by AASHTO which is recognized by ASTM E329 Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection. The scope of accreditation includes the field of Soils, Aggregates, Portland Cement Concrete, and Hot Mix Asphalt. As a requirement of accreditation, we regularly participate in the Proficiency Sample Programs of both AASHTO and the Concrete and Cement Reference Laboratory (CCRL). Our office includes a fully equipped laboratory and employs engineering technicians and special inspectors certified by the American Concrete Institute (ACI), American Welding Society (AWS), and the International Code Council (ICC). We provide a rigorous internal training program where our staff are evaluated in specific field and laboratory test procedures by internal Terracon auditors and external agencies.

- Accredited by AASHTO Materials Reference Laboratory (re:source)
- Inspected by Concrete and Cement Reference Laboratory (CCRL)

## 2.0 AUTHORIZATION

This proposal may be accepted by fully executing and returning the attached Agreement for Services. Please be aware that we will be unable to distribute field and laboratory reports until a signed contract is received. This proposal is valid only if authorized within 45 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you. Please give us a call if you have any questions or comments regarding this proposal.

Sincerely,  
**TERRACON CONSULTANTS, INC.**

Eric Reifschneider  
Project Manager

Travis Goracke  
Staff Engineer

Copies to: Addressee (via e-mail)

Enclosures: Fee Estimate  
Agreement for Services





## EXHIBIT A - PROJECT INFORMATION

Pertinent project information is summarized below:

Item	Description
Location	The proposed project location is located at 308 6 <sup>th</sup> Ave N in Billings, Montana

## EXHIBIT B - SCOPE OF SERVICES

Terracon proposes to provide materials testing and special inspection services as summarized below:

Item	Description
Earthwork	Field density compaction testing will be performed in areas as directed by the client on an as-requested basis by qualified personnel during site earthwork and backfill operations at the site. The field services will be supported by appropriate laboratory evaluation of soils used as fill or backfill on the site. The laboratory testing will include laboratory moisture-density relationship (Proctor). Laboratory material evaluations will be conducted at a minimum for each type of soil encountered during fill placement. The testing will be performed to determine compliance with project specifications or as recommended in the geotechnical engineering report.
Concrete	During concrete placements, observation, sampling and testing will be performed by Terracon. The concrete will be sampled and tested for slump, air content, unit weight, and temperature at the time of placement. Testing will be performed in general accordance with project plans and specifications including the following: <ul style="list-style-type: none"> <li>■ Verification of approved design mix;</li> <li>■ Provide observations of placement procedures, consolidation, and curing and protection; and Cast 1 set of 4 (4-inch by 8-inch) cylinders for each 150 cubic yards or fraction thereof.</li> </ul>
Asphalt	The HMA will be sampled/cored and submitted to our laboratory for density analysis according to project requirements.
Project Management	A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to final submittal. The project manager will be responsible for the project budget, communicating with the contractor regarding schedule, deviations, and documenting the resolution of outstanding deviations.  To help create a good working relationship with the contractor and for the contractor to better understand our scope of work for the project, we request that Terracon be invited to preconstruction meetings prior to each phase of construction.

### Commitment to Timely Report Turnaround:

We understand the importance of report turnaround to our clients and we are committed to delivering test results on a timely basis as well as the following reporting standards:

- Failing tests or non-conformance items will be communicated to the designated parties prior to leaving the site and handwritten draft reports are available at the end of each day.
- Final reports with non-conformances (Deviation Reports) will be provided within 24 hours of testing.
- Final reports without non-conformances will be provided within five business days.
- Final laboratory test reports will be provided within two days of test completion.



**Terracon Field Representative:** In addition to the services described above, our field personnel will provide the following services during their visit:

- Check in with the project general superintendent upon arrival on-site.
- Confirm that current approved construction documents are available during our visit.
- Notify the general contractor of our field observations and test results prior to leaving the site.
- Submit a written draft report to the Terracon project manager for review.
- Our field personnel have the right to decline work if they believe the conditions are not safe.

**Scheduling of Services:** We understand the client may not be involved with scheduling our services; this is typically the responsibility of the general contractor. We request the following information be passed on to whom will be responsible for scheduling our services.

- Scheduling testing services must be requested no later than 5:00 pm on the business day preceding the work.
- For structural steel testing and observations, we request 72 hours of notice.
- Scheduling is performed through our dispatcher by calling (406) 371-9836.
- Cancellation of services should be done prior to a Terracon representative mobilizing to the project. Failure to do so will result in a cancellation fee.
- Terracon will not be responsible for tests that are not performed due to a failure to schedule our services on the project.
- Testing and observations will only determine compliance with project specifications at the test locations, at the time our services are performed.

## EXHIBIT C - COMPENSATION

Based on the project information available for our review, our time and materials estimated budget to perform the proposed scope of services is **\$14,735.00** with a not to exceed price of **\$18,000.00**. A summary of our unit rates, estimated quantities, and the resulting costs is included on the attached Fee Estimate. Any additional out of scope items will be performed within accordance with our current fee schedule.

Many factors, including those out of our control, such as weather and the contractor's schedule including overtime and weekend work, and the need for re-testing will dictate the final fee for our services. We will not exceed our budget without first notifying you, and providing a summary of work performed to date and remaining work. We will track the costs of re-testing, stand-by time, and cancellations separately.

For purposes of our proposal, overtime is defined as all hours worked above 8 hours per day, Saturday, Sunday and Terracon recognized holidays. All charges are portal to portal from our local office.

## **EXHIBIT D - ASSUMPTIONS**

- We have assumed that contractors on the site will work a single shift, typical schedule of 5 days per week.
- An out of scope charge at the applicable unit rate will be applied for all stand-by time and/or time spent on activities which are not cancelled with prior notice.



**FEE ESTIMATE**

SERVICES	UNIT RATES			QTY	TOTAL
<b>Earthwork Observation and Testing</b>					
Lab Compaction Characteristics (Proctor)	\$180.00 per test	2 tests		2	\$360.00
Engineering Technician	\$85.00 per hour	24 visits	1.5 hours/visit	36	\$3,060.00
Vehicle Charge	\$20.00 per trip	24 visits		24	\$480.00
				Subtotal	\$3,900.00
<b>Concrete Testing</b>					
Engineering Technician	\$85.00 per hour	7 visits	2 hours/visit	14	\$1,190.00
Concrete Cylinders	\$30.00 per cylinder	7 tests	5 cyl/test	35	\$1,050.00
Specimen Retrieval	\$85.00 per hour	7 visits	1 hour/visit	7	\$595.00
Vehicle Charge	\$20.00 per trip	14 visits		14	\$280.00
				Subtotal	\$3,115.00
<b>Asphalt Observations &amp; Testing</b>					
Engineering Technician	\$85.00 per hour	2 visits	2 hours/visit	4	\$340.00
Asphalt Control Test (Marshall, Oil, Rice, Voids)	\$630.00 per hour	2 tests		2	\$1,260.00
Asphalt Coring Crew	\$200.00 per hour	2 visit	6 hours/visit	12	\$2,400.00
Cores (Bult SpG, Density, Thickness)	\$50.00 per core	10 cores		10	\$500.00
Vehicle Charge	\$20.00 per trip	4 visits		4	\$80.00
				Subtotal	\$4,580.00
<b>Report Review, Engineering &amp; Management</b>					
Administration/Invoicing	\$60.00 per invoice		3 invoices	3	\$180.00
Project Coordination/Report Review	\$80.00 per report		37 reports	37	\$2,960.00
				Subtotal	\$3,140.00
<b>Total Estimated Fee</b>					<b>\$14,735.00</b>
<b>Not-to-Exceed Budget</b>					<b>\$18,000.00</b>

Note: While the phases of construction have been separated for estimating purposes in the fee estimate spreadsheet, actual field testing services may be performed simultaneously on the various phases. As a result, total fees for construction materials testing services may be reduced if services are performed during the same trip to the site.



## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Yellowstone County - Finance ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Metra Park Back Lot project ("Project"), as described in Consultant's Proposal dated 03/08/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.



- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	<u>Terracon Consultants, Inc.</u>	Client:	<u>Yellowstone County - Finance</u>
By:	Date: <u>9/11/2024</u>	By:	<u><i>Kevan Bryan</i></u> Date: <u>1/13/25</u>
Name/Title:	<u>Eric R Reifschneider / Department Manager I</u>	Name/Title:	<u><i>Kevan Bryan, OMB Director</i></u>
Address:	<u>2110 Overland Ave Ste 124</u> <u>Billings, MT 59102-6440</u>	Address:	<u>METMAINBLDG P. O. Box 35015</u> <u>Billings, MT 59107</u>
Phone:	<u>(406) 656-3072</u> Fax: <u>(406) 656-3578</u>	Phone:	<u>(406) 256-2717</u> Fax: _____
Email:	<u>Eric.Reifschneider@terracon.com</u>	Email:	<u>jmatteson@yellowstonecountymt.gov</u>

B.O.C.C. Regular

3. b.

Meeting Date: 01/21/2025

Title: ARPA SLFRF Compliance Report for Period Oct - Dec 2024

Submitted By: Anna Ullom, Senior Accountant

---

**TOPIC:**

ARPA SLFRF Compliance Report for the Period of Oct-Dec 2024

**BACKGROUND:**

ARPA SLFRF Compliance Report for the period of Oct-Dec 2024. Contains final obligation amounts per project, which were required to be obligated by 12/31/24, and spent by 12/31/26.

**RECOMMENDED ACTION:**

File item.

---

**Attachments**

ARPA SLFRF Quarterly Report 10.1-12.31.24

---

# SLFRF Compliance Report - SLT-2489 - P&E Report - Q4 2024

## Report Period : Quarter 4 2024 (October-December)

---

### Recipient Profile

#### Recipient Information

Recipient UEI	FNVKTJD3B7C1
Recipient TIN	816001449
Recipient Legal Entity Name	Yellowstone County, Montana
Recipient Type	Metro City or County
FAIN	
CFDA No./Assistance Listing	
Recipient Address	PO Box 35003
Recipient Address 2	
Recipient Address 3	
Recipient City	Billings
Recipient State/Territory	MT
Recipient Zip5	59107
Recipient Zip+4	
Recipient Reporting Tier	Tier 2. Metropolitan cities and counties with a population below 250,000 residents that are allocated more than \$10 million in SLFRF funding, and NEUs that are allocated more than \$10 million in SLFRF funding
Base Year Fiscal Year End Date	6/30/2025
Discrepancies Explanation	
Is the Recipient Registered in SAM.Gov?	Yes



## Project Overview

Up to and including this reporting period, have revenue replacement funds been allocated to government services and reflected in the below projects?	Yes
Recipient attestation that any amount not reported as obligated in this report, and will need to be returned to Treasury.	No

### Project Name: Extension / 4H HVAC System

Project Identification Number	A11
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.4-Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)
Status To Completion	Completed
Adopted Budget	\$132,880.00
Total Cumulative Obligations	\$132,880.00
Total Cumulative Expenditures	\$132,880.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Replacement of HVAC System in the 4-H Building.
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$132,880.00
Type of capital expenditures, based on the following enumerated uses	Installation and improvement of ventilation systems
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	The structure is used for 4-H meetings, displays, and during Fair time. The ventilation system installed was archaic and ineffective, and installed incorrectly by volunteers many years ago. Moisture and contamination issues were also a concern, especially with the building catering directly to the public.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	The public accesses this building for the benefit of 4-H programs, so a replacement HVAC system is a simple and effective solution to the problem.

### Project Name: Short Term Detention Facility

Project Identification Number	A13
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed less than 50%

Adopted Budget	\$5,723,929.50
Total Cumulative Obligations	\$5,723,929.50
Total Cumulative Expenditures	\$942,992.95
Current Period Obligations	\$829,697.66
Current Period Expenditures	\$829,697.66
Project Description	Design and construction of a Detainee Short-Term Holding Facility to address the population of offenders that are committing multiple crimes in a short period of time and are blatantly defying the criminal justice system. These individuals disrespect law enforcement, fail to appear in court, avoid warrants and continue to be free in the community. The city and county will develop a short-term detention facility (STDF) that will be used to detail low-risk offenders who pose a risk to the community but are not charged with a severe crime and are not being held in the limited space at the Yellowstone County Detention Facility (YCDF). The STDF will be a detention facility with most inmates being released on a bond and/or other pre-trial monitoring after arraignment or initial appearance. The intent is for local law enforcement to regain the ability to imminently detain individuals in the community who pose a risk to the community but are not currently held at the YCDF due to a lack of available space.

**Project Name: County Admin Building - Plumbing**

Project Identification Number	A14
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	
Adopted Budget	\$1,878,936.68
Total Cumulative Obligations	\$1,878,936.68
Total Cumulative Expenditures	\$116,750.00
Current Period Obligations	\$127,065.00
Current Period Expenditures	\$116,750.00
Project Description	Replacing the plumbing in the new County Administration during the renovation to prepare it for moving non-court related services to the building. Normally expensed out of the capital improvement fund.

**Project Name: County Admin Building - HVAC**

Project Identification Number	A12
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.4-Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)
Status To Completion	Completed less than 50%
Adopted Budget	\$1,790,605.00

Total Cumulative Obligations	\$1,790,605.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Replacement of outdated HVAC/ventilation system in new County Administration building.
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$1,790,605.00
Type of capital expenditures, based on the following enumerated uses	Installation and improvement of ventilation systems
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	This is the new County Administration building, where all non-court services will be located/offered. The public accesses these buildings on a daily basis.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Since this building is for the use of the general public, it is essential it is safe for the public to use. An updated and effective ventilation system is a simple way to achieve this.

**Project Name: Equipment for Remote Education/Court**

Project Identification Number	A3
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.7-Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
Status To Completion	Completed
Adopted Budget	\$15,972.37
Total Cumulative Obligations	\$15,972.37
Total Cumulative Expenditures	\$15,972.37
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Remote learning wifi and cabling for the Youth Services Center. Virtual teleconferencing equipment for court arraignments for Justice Court to connect to Yellowstone Detention Facility
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$15,972.37
Type of capital expenditures, based on the following enumerated uses	Technology infrastructure to adapt government operations
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	6 Imp For services to address lost instructional time in K-12 schools
Secondary Impacted and/or Disproportionately Impacted populations	1 Imp General Public
Brief description of structure and objectives of assistance	Remote learning wifi and cabling for youth services center;

program(s), including public health or negative economic impact experienced	teleconferencing equipment for arraignments between Jail and Justice Court.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Necessary cabling infrastructure to allow youth in our juvenile detention centers to receive education safely. Updated teleconferencing equipment for use in arraignments between the Jail and Justice Court.

### Project Name: Prevention in Congregate Settings

Project Identification Number	A4
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.4-Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)
Status To Completion	Completed
Adopted Budget	\$4,609.00
Total Cumulative Obligations	\$4,609.00
Total Cumulative Expenditures	\$4,609.00
Current Period Obligations	
Current Period Expenditures	
Project Description	Lux electrostatic backpack sprayer for disinfectant, for use at the Youth services center. Body temperature scanners for use at the detention facility for incoming inmates, attorneys, and inmate labor working in the kitchen, in response to a COVID outbreak at the detention facility.
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$4,609.00
Type of capital expenditures, based on the following enumerated uses	Acquisition of equipment for COVID-19 prevention and treatment
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$4,609.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Equipment to prevent infection in YSC and Detention Facilities
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Equipment to prevent infection in YSC and Detention Facilities, to allow them to continue running and serving the community and general public.

### Project Name: Huntley Water & Sewer

Project Identification Number	A5

Project Expenditure Category	7-Administrative
Project Expenditure Subcategory	7.2-Transfers to Other Units of Government
Status To Completion	Completed
Adopted Budget	\$25,000.00
Total Cumulative Obligations	\$25,000.00
Total Cumulative Expenditures	\$25,000.00
Current Period Obligations	
Current Period Expenditures	
Project Description	ARPA Competitive grant match for Huntley Water & Sewer District.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	4 Imp HHs that experienced increased food or housing insecurity
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	ARPA Competitive grant match for Huntley Water & Sewer district.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Went to discussion with the board of commissioners.

### Project Name: Metra Sewer, Water, & Power Infrastructure

Project Identification Number	A6
Project Expenditure Category	5-Infrastructure
Project Expenditure Subcategory	5.18-Water and Sewer: Other
Status To Completion	Completed
Adopted Budget	\$15,496,879.33
Total Cumulative Obligations	\$15,496,879.33
Total Cumulative Expenditures	\$15,490,335.04
Current Period Obligations	\$1,059,362.14
Current Period Expenditures	\$1,634,983.68
Project Description	Upgrades on the campus to allow continued use of the facility for evacuation locations and other emergency uses
Projected/actual construction start date	8/22/2022
Projected/actual initiation of operations date	10/31/2022
Location Type(for broadband, geospatial location data)	Address
Location Details	308 6th Ave North Billings MT 59101
Public Water System (PWS) ID Number	MT0000153
National Pollutant Discharge Elimination System (NPDES) Permit Number	n/a
Median Household Income of service area	\$60,032.00
Lowest Quintile Income of the service area	\$17,634.00
Does the project prioritize local hires?	Yes

Does the project have a Community Benefit Agreement, with a description of any such agreement?	No
--	----

**Project Name: YWCA Building**

Project Identification Number	A9
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.34-Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)
Status To Completion	Completed
Adopted Budget	\$200,000.00
Total Cumulative Obligations	\$200,000.00
Total Cumulative Expenditures	\$200,000.00
Current Period Obligations	
Current Period Expenditures	
Project Description	Funding assistance for YWCA Billings' Domestic violence program and Gateway Horizons Shelter.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionately Impacted population does this project primarily serve?	11 Imp Classes of NPs designated as negatively economically impacted
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	As a result of the COVID pandemic, a surge in violent crime and increased substance abuse across the county and the region, there has been a large spike in the number of domestic violence cases. Those trends and the demand for services and sheltering for victims are not subsiding. To augment our capability to assist victims and prevent them from becoming homeless, YWCA Billings has embarked on building another shelter to expand our current capacity by 300 percent.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Yellowstone County provided \$200,000 of ARPA funds for the new Gateway Horizons Shelter. The project cost is \$4 million. YWCA has raised \$2.6 million to move the project forward.
Number of Non-Profits served (by program if recipient establishes multiple separate non-profit assistance programs)	1

**Project Name: County Attorney**

Project Identification Number	A7
Project Expenditure Category	3-Public Health-Negative Economic Impact: Public Sector Capacity
Project Expenditure Subcategory	3.4-Public Sector Capacity: Effective Service Delivery
Status To Completion	Completed
Adopted Budget	\$996,901.51
Total Cumulative Obligations	\$996,901.51
Total Cumulative Expenditures	\$996,901.51
Current Period Obligations	\$0.00

Current Period Expenditures	\$0.00
Project Description	Violent drug crime significantly increased as a result of the pandemic. Prosecuting this crime within the local criminal justice system has been further complicated by delays in case resolution time frames directly created by the COVID pandemic. To address increased crime, court case backlogs, and extended pre-trial or pre-revocation hearing status of defendants in YCAO, Yellowstone County will provide 2 prosecutors and 2 paralegals over the course of three years to address this problem. Additionally, a software upgrade is included in this to help with a faster processing for all the above.
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$207,538.77
Type of capital expenditures, based on the following enumerated uses	Other (please specify)
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	The 4 positions will assist in processing and prosecuting the crimes committed in the Downtown Billings corridor, directly affecting American Indians and Alaska Natives, who have been disproportionately impacted by the pandemic-related surge in crime, as victims (4.9% of population, 21% of victims) and offenders (39% of charges).
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Felony cases are taking longer to prosecute and work through the court system putting immense pressure on the local detention facility, the district court, the prosecutors, and defense attorneys. There are more defendants awaiting trial or revocation hearing, and because there are more uncharged suspects, there are more criminal suspects and defendants on the streets in Billings. Violent crime increased almost 40% between 6/20-8/21 compared to the previous 12 months.

**Project Name: Lockwood TEDD**

Project Identification Number	A8
Project Expenditure Category	7-Administrative
Project Expenditure Subcategory	7.2-Transfers to Other Units of Government
Status To Completion	Completed 50% or more
Adopted Budget	\$772,305.83
Total Cumulative Obligations	\$772,305.83
Total Cumulative Expenditures	\$722,783.73
Current Period Obligations	\$16,305.83
Current Period Expenditures	\$54,490.00
Project Description	Funding the engineering costs for Lockwood Targeted Economic Development District (TEDD), to assist in the project to extend sewer and water infrastructure to the area north of Interstate 90 near the community of Lockwood, to address the reliance on septic and drain field systems which have led to high nitrate levels and other groundwater concerns.

**Project Name: Indoor Air Quality upgrades**

Project Identification Number	A10
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.4-Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)
Status To Completion	Completed
Adopted Budget	\$1,356,565.40
Total Cumulative Obligations	\$1,356,565.40
Total Cumulative Expenditures	\$1,356,565.40
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Upgrades to air handler units, HVAC, Hepa filtration, and propane air standby facility
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$3,350,000.00
Type of capital expenditures, based on the following enumerated uses	Installation and improvement of ventilation systems
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	To address Metra's facilities capability to withstand long-term emergencies in cases of utility disruptions, long-term alternative power, and a back-up heating system fuel for the facility's use as an emergency shelter with heat and power. To update our central HVAC system to reduce the spread of communicable disease and assist in the facility's use as a centralized public health center.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	The Metrapark Arena was utilized as a centralized public health center during the COVID pandemic, staging areas for emergency personnel/equipment, field hospital, shelter for displaced individuals/animals, and a public vaccination site. Improvements to the air quality system and back-up generator will assist in this.

**Project Name: Digital Screens / Public Address System**

Project Identification Number	A2
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.7-Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
Status To Completion	Completed
Adopted Budget	\$2,882,199.38
Total Cumulative Obligations	\$2,882,199.38
Total Cumulative Expenditures	\$2,882,199.38
Current Period Obligations	\$0.00



Current Period Expenditures	\$0.00
Project Description	In First Interstate Arena, upgrade LED Video Display/signage, security system, and public address system to allow evacuation notices and other public safety announcements.
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$1,467,042.00
Type of capital expenditures, based on the following enumerated uses	Other (please specify)
Capital Expenditure Justification	The First Interstate Bank facility is used as a emergency facility during such public emergencies like COVID-19. This project will better adapt the facility in its use as such.
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Intended to improve the facility for evacuation notices and other public safety announcements in case of emergencies
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Intended to improve the facility for evacuation notices and other public safety announcements in case of emergencies, facility is used by all residents of the county.

### Project Name: Sanitation Devices

Project Identification Number	A1
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.5-Personal Protective Equipment
Status To Completion	Completed
Adopted Budget	\$53,850.00
Total Cumulative Obligations	\$53,850.00
Total Cumulative Expenditures	\$53,850.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Kart Kleen entrance units and disinfectant lockers for the detention facility. Incident response bags and PPE units for Sheriff's office patrol officers.
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$53,850.00
Type of capital expenditures, based on the following enumerated uses	Other (please specify)
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Staff were contracting COVID-19, leading to staffing shortages in the detention facility and for patrol officers.
Brief description of recipient's approach to ensuring that	Use of PPE for detention and patrol officers reduces those

response is reasonable and proportional to a public health or negative economic impact of Covid-19

infected and reduces the need for overtime with existing staff.

## Subrecipients

### Subrecipient Name: Hardy Construction Co

TIN	810241559
Unique Entity Identifier	DJ4JNBQJY646
POC Email Address	
Address Line 1	420 North 25th Street
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

### Subrecipient Name: G & T Plumbing & Mechanical, LLC.

TIN	810510095
Unique Entity Identifier	KLCSPBJAHC4
POC Email Address	
Address Line 1	PO BOX 21613
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59104
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

### Subrecipient Name: KLJ Engineering LLC

TIN	
Unique Entity Identifier	H3XFRE37GWP8
POC Email Address	
Address Line 1	4585 Coleman St
Address Line 2	
Address Line 3	
City	Bismarck

State	ND
Zip	58503
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

**Subrecipient Name: Coneer Engineering Inc**

TIN	
Unique Entity Identifier	T3T8P7EKEG35
POC Email Address	
Address Line 1	1629 AVENUE D STE C7
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59102
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

**Subrecipient Name: Terracon Consultants, Inc.**

TIN	
Unique Entity Identifier	GNCLMLJU1KB9
POC Email Address	
Address Line 1	PO Box 959673
Address Line 2	
Address Line 3	
City	St Louis
State	MO
Zip	63195
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

**Subrecipient Name: JTL Group, Inc**

TIN	
Unique Entity Identifier	QVHTMF23W4H9
POC Email Address	
Address Line 1	4014 Hesper Road

Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59106
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

**Subrecipient Name: Star Service, Inc**

TIN	
Unique Entity Identifier	JCM4GMENHMD8
POC Email Address	
Address Line 1	26 S 2th St
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

**Subrecipient Name: Conditioned Air Systems, Inc**

TIN	
Unique Entity Identifier	VUAJZV9KUUF7
POC Email Address	
Address Line 1	455 Washington Street
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

**Subrecipient Name: Dick Anderson Construction, Inc**

TIN	

Unique Entity Identifier	WLDASQUKLT9
POC Email Address	
Address Line 1	3424 E US Highway 12
Address Line 2	
Address Line 3	
City	Helena
State	MT
Zip	59601
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

**Subrecipient Name: HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC**

TIN	472403909
Unique Entity Identifier	XV8HAL8E3YB7
POC Email Address	
Address Line 1	PO Box 51475
Address Line 2	
Address Line 3	
City	BILLINGS
State	MT
Zip	59105
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	No
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No

**Subrecipient Name: Hulteng CCM Inc**

TIN	010807465
Unique Entity Identifier	ZWWGFHB2NEU2
POC Email Address	
Address Line 1	6417 Trade Center Ave
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101

Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	No
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No

**Subrecipient Name: Montana Broom & Brush Co**

TIN	810286714
Unique Entity Identifier	FKEAKL218LK1
POC Email Address	
Address Line 1	PO Box 3840
Address Line 2	
Address Line 3	
City	Butte
State	MT
Zip	59701
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No

**Subrecipient Name: Epcon Sign Co**

TIN	810360725
Unique Entity Identifier	SD1LTKE93L29
POC Email Address	
Address Line 1	PO Box 21239
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59104
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	No
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No

In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No
--	----

**Subrecipient Name: KART KLEEN LLC**

TIN	834421771
Unique Entity Identifier	XFGPPENSLY83
POC Email Address	
Address Line 1	219 MANSION HEIGHTS DRIVE
Address Line 2	
Address Line 3	
City	MISSOULA
State	MT
Zip	59803
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

**Subrecipient Name: WESTERN WATER CONSULTANTS, INC**

TIN	830250392
Unique Entity Identifier	KWAAEL3M2NM4
POC Email Address	
Address Line 1	611 SKYLINE ROAD
Address Line 2	
Address Line 3	
City	LARAMIE
State	WY
Zip	82070
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

**Subrecipient Name: ACE ELECTRIC INC**

TIN	
Unique Entity Identifier	NGJ8DHZDHHY3
POC Email Address	
Address Line 1	808 W. Main Street
Address Line 2	
Address Line 3	
City	Laurel
State	MT



Zip	59044
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

**Subrecipient Name: Tel Net Systems, Inc**

TIN	810532133
Unique Entity Identifier	C1J5F6GKZPE3
POC Email Address	
Address Line 1	547 S 20th St West, Suite 2
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59102
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No

**Subrecipient Name: AVI SYSTEMS, INC.**

TIN	
Unique Entity Identifier	FZ5HN69FGXX8
POC Email Address	
Address Line 1	NW 8393, PO BOX 1450
Address Line 2	
Address Line 3	
City	MINNEAPOLIS
State	MN
Zip	55485
Zip+4	8393
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

**Subrecipient Name: YOUNG WOMENS CHRISTIAN ASSOCIATION OF BILLINGS**

TIN	
Unique Entity Identifier	CF1ALKKX1WQ2

POC Email Address	
Address Line 1	909 Wyoming AVE
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101
Zip+4	1638
Entity Type	Beneficiary
Is the Recipient Registered in SAM.Gov?	Yes

**Subrecipient Name: ASKIN CONSTRUCTION, LLC**

TIN	
Unique Entity Identifier	PVNTC3F78SY5
POC Email Address	
Address Line 1	3300 2ND AVE N STE 3
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	No
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No

**Subrecipient Name: Cushing Terrell**

TIN	810305543
Unique Entity Identifier	X78FVBRRCRBW8
POC Email Address	
Address Line 1	PO Box 30071
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59107
Zip+4	

Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

**Subrecipient Name: Yellowstone County**

TIN	816001449
Unique Entity Identifier	FNVKTJD3B7C1
POC Email Address	
Address Line 1	216 N 26th Street
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101
Zip+4	
Entity Type	Subrecipient; Beneficiary; Contractor
Is the Recipient Registered in SAM.Gov?	Yes

# Subawards

## Subaward No: A10

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$1,240,113.60
Subaward Date	4/1/2023
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Project is to upgrade the existing HVAC Rooftop Units to include ultraviolet light Units and HEPA/AQ filter upgrades. Project will include upgrades to the Metra propane tanks, new vaporizer/mixers, and supply lines for propane-air standby in case of emergency gas disruption.
Subrecipient	ACE ELECTRIC INC
Period of Performance Start	4/1/2023
Period of Performance End	3/31/2024

## Subaward No: A2-6

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$133,650.00
Subaward Date	4/1/2023
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	It is necessary to replace security cameras in the Expo and Pavilion buildings to avoid operating two different security systems. The new system is compliant with Homeland Security regulations and the old system is not. The cameras in Expo & Pavilion are somewhat piecemeal with supporting I.T. equipment set up in non-secure and wet areas.
Subrecipient	Hardy Construction Co
Period of Performance Start	4/1/2023

Period of Performance End	6/30/2023
---------------------------	-----------

**Subward No: A6-3**

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$54,450.00
Subaward Date	4/1/2023
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59105
Place of Performance Zip+4	
Description	Metra RV Area Electrical pedestal replacement, demo existing pedestals, install new fused disconnects, new 2" PVC conduit with aluminum conductors.
Subrecipient	ACE ELECTRIC INC
Period of Performance Start	4/1/2023
Period of Performance End	3/31/2024

**Subward No: A6-4**

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$163,995.39
Subaward Date	7/5/2022
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	MetraPark Arena building sanitary sewer line scoping and replacement of iron pipes on west side of the arena bathrooms and the sky boxes with PVC sewer pipe.
Subrecipient	G & T Plumbing & Mechanical, LLC.
Period of Performance Start	7/5/2022
Period of Performance End	12/31/2024

**Subward No: A8**

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$772,305.83

Subaward Date	12/21/2021
Place of Performance Address 1	Lockwood
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Evaluation and design of water & sewer alignment and design the I-90 water and sewer crossing for the Lockwood area.
Subrecipient	KLJ Engineering LLC
Period of Performance Start	4/1/2022
Period of Performance End	12/31/2025

**Subward No: A10-2**

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$74,564.00
Subaward Date	3/9/2022
Place of Performance Address 1	308 6th Ave N
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Engineering services and project management for revisions to the HVAC equipment at the MetraPark complex to improve the ventilation systems, as well as revisions to the existin LP gas back-up fuel source.
Subrecipient	Coneer Engineering Inc
Period of Performance Start	4/1/2022
Period of Performance End	12/31/2024

**Subward No: A6-5**

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$81,758.50
Subaward Date	6/14/2022
Place of Performance Address 1	308 6th Ave N
Place of Performance Address 2	
Place of Performance Address 3	

Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Certified materials testing and construction special inspection services for various parking lots replaced in the course of infrastructure projects.
Subrecipient	Terracon Consultants, Inc.
Period of Performance Start	11/1/2023
Period of Performance End	12/31/2024

**Subward No: A6-7**

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$96,911.09
Subaward Date	6/4/2024
Place of Performance Address 1	308 6th Ave N
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	The project is to replace the domestic water heater with a high efficiency water heater, install 2 vertical hot water storage tanks, a backflow preventer, added insulation and temperature controls.
Subrecipient	Star Service, Inc
Period of Performance Start	10/1/2024
Period of Performance End	12/31/2024

**Subward No: A6-6**

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$1,157,385.32
Subaward Date	9/9/2024
Place of Performance Address 1	308 6th Ave N
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	

Description	The project consists of asphalt reconstruction to include milling of asphalt, grading, paving, concrete removal and placement, water main and service replacement, sanitary sewer main and service replacement, and storm drain improvement and replacement located at MetraPark in Billings, MT.
Subrecipient	JTL Group, Inc
Period of Performance Start	10/1/2024
Period of Performance End	12/31/2024

**Subward No: A11**

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$119,580.00
Subaward Date	5/28/2024
Place of Performance Address 1	308 6th Ave N
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Replacement of the HVAC system.
Subrecipient	Conditioned Air Systems, Inc
Period of Performance Start	5/28/2024
Period of Performance End	9/30/2024

**Subward No: A12**

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$1,790,605.00
Subaward Date	8/22/2024
Place of Performance Address 1	2825 3rd Avenue North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Contract will be covering replacement of HVAC/ventilation system, including mechanical permit fees.
Subrecipient	Dick Anderson Construction, Inc
Period of Performance Start	8/22/2024



Period of Performance End	12/31/2026
---------------------------	------------

**Subaward No: A2-5**

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$480,197.49
Subaward Date	9/20/2022
Place of Performance Address 1	308 6th Ave N
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	BILLINGS
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Electrical work for the Arena security portion of the digital screen and PA system.
Subrecipient	HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC
Period of Performance Start	9/20/2022
Period of Performance End	9/30/2023

**Subaward No: A2**

Subaward Type	Contract: Purchase Order
Subaward Obligation	\$959,859.26
Subaward Date	2/4/2022
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	L.E.D. video display and signage for more effective communication in emergencies.
Subrecipient	Epcon Sign Co
Period of Performance Start	2/4/2022
Period of Performance End	6/30/2022

**Subaward No: A1**

Subaward Type	Contract: Purchase Order
Subaward Obligation	\$53,850.00
Subaward Date	10/8/2021

Place of Performance Address 1	3165 KING AVE E
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	BILLINGS
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Purchase of equipment used to counteract the spread of COVID-19 in the Yellowstone County Detention Facility and for Sheriff Patrol Officers.
Subrecipient	KART KLEEN LLC
Period of Performance Start	10/8/2021
Period of Performance End	10/8/2021

### Subward No: A6

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$2,302,194.10
Subaward Date	12/14/2021
Place of Performance Address 1	308 6TH AVE NORTH
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	BILLINGS
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	The engineer shall provide collaborative coordination, planning, field work, surveying, specifications, cost estimates (PS&E) for the infrastructure project. Including, but not limited to, surfacing, sanitary sewer, potable water, storm water, and power. Engineer will act as prime consultant to provide site, surfacing, stormwater, conveyance design, surveying, lead construction administration and overall project quality assurance and quality control.
Subrecipient	WESTERN WATER CONSULTANTS, INC
Period of Performance Start	2/1/2022
Period of Performance End	6/30/2025

### Subward No: A2-2

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$390,259.97
Subaward Date	3/22/2022
Place of Performance Address 1	308 6TH AVENUE NORTH

Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	BILLINGS
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Labor, materials, and equipment necessary for electrical services for MetraPark digital screens and address system.
Subrecipient	ACE ELECTRIC INC
Period of Performance Start	4/26/2022
Period of Performance End	3/31/2024

**Subward No: A2-3**

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$339,769.46
Subaward Date	3/22/2022
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Labor, materials, and equipment necessary for data cabling services
Subrecipient	Tel Net Systems, Inc
Period of Performance Start	6/1/2022
Period of Performance End	12/31/2023

**Subward No: A2-4**

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$223,303.91
Subaward Date	12/16/2021
Place of Performance Address 1	308 6TH AVENUE NORTH
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	BILLINGS
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	

Description	Labor, materials, and equipment for the installation of audio visual equipment
Subrecipient	AVI SYSTEMS, INC.
Period of Performance Start	3/7/2022
Period of Performance End	12/31/2023

**Subward No: A6-2**

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$11,175,062.69
Subaward Date	5/18/2022
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	The project consists of parking lot reconstruction to include removal of asphalt, grading, paving, concrete, striping, signage, storm drain removal and replacement, and lighting improvements.
Subrecipient	ASKIN CONSTRUCTION, LLC
Period of Performance Start	6/1/2022
Period of Performance End	6/30/2025

**Subward No: A9**

Subaward Type	Grant: Lump Sum Payment(s)
Subaward Obligation	\$200,000.00
Subaward Date	4/12/2022
Place of Performance Address 1	909 Wyoming Ave
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	One time support payment to assist YWCA of Billings in building their 'Gateway Horizons Shelter' for their Domestic violence program.
Subrecipient	YOUNG WOMENS CHRISTIAN ASSOCIATION OF BILLINGS

Period of Performance Start	6/7/2022
Period of Performance End	6/7/2022

# Expenditures

## Expenditures for Awards more than \$50,000

### Expenditure: EN-02387916

Project Name	Extension / 4H HVAC System
Subaward ID	SUB-0970280
Subaward No	A11
Subaward Amount	\$119,580.00
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Conditioned Air Systems, Inc
Expenditure Start	10/1/2024
Expenditure End	12/31/2024
Expenditure Amount	\$119,580.00

### Expenditure: EN-00743274

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$2,302,194.10
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	10/1/2022
Expenditure End	12/31/2022
Expenditure Amount	\$121,458.09

### Expenditure: EN-00743275

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$11,175,062.69
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	10/1/2022
Expenditure End	12/31/2022
Expenditure Amount	\$23,344.29

**Expenditure: EN-01065433**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$2,302,194.10
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	1/2/2023
Expenditure End	3/31/2023
Expenditure Amount	\$330,191.25

**Expenditure: EN-01657622**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$2,302,194.10
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$443,051.05

**Expenditure: EN-01657819**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$11,175,062.69
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$3,539,019.93

**Expenditure: EN-01672528**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0756635

Subaward No	A6-3
Subaward Amount	\$54,450.00
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$37,620.00

**Expenditure: EN-01783625**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$11,175,062.69
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	7/1/2023
Expenditure End	9/30/2023
Expenditure Amount	\$966,472.00

**Expenditure: EN-01901260**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$2,302,194.10
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	10/1/2023
Expenditure End	12/31/2023
Expenditure Amount	\$228,439.96

**Expenditure: EN-01901261**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$11,175,062.69
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC



Expenditure Start	10/1/2023
Expenditure End	12/31/2023
Expenditure Amount	\$1,427,740.33

**Expenditure: EN-01901262**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0756635
Subaward No	A6-3
Subaward Amount	\$54,450.00
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	10/1/2023
Expenditure End	12/31/2023
Expenditure Amount	\$55,440.00

**Expenditure: EN-02013648**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$2,302,194.10
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	1/1/2024
Expenditure End	3/31/2024
Expenditure Amount	\$353,880.50

**Expenditure: EN-02013649**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$11,175,062.69
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	1/1/2024
Expenditure End	3/31/2024
Expenditure Amount	\$560,153.24

**Expenditure: EN-02013652**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0756635
Subaward No	A6-3
Subaward Amount	\$54,450.00
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	1/1/2024
Expenditure End	3/31/2024
Expenditure Amount	(\$38,610.00)

**Expenditure: EN-02205640**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$11,175,062.69
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	4/1/2024
Expenditure End	6/30/2024
Expenditure Amount	\$3,123,007.66

**Expenditure: EN-02205639**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$2,302,194.10
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	4/1/2024
Expenditure End	6/30/2024
Expenditure Amount	\$294,131.94

**Expenditure: EN-02210536**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0917427
Subaward No	A6-4

Subaward Amount	\$163,995.39
Subaward Type	Contract: Definitive Contract
Subrecipient Name	G & T Plumbing & Mechanical, LLC.
Expenditure Start	1/1/2024
Expenditure End	3/31/2024
Expenditure Amount	\$37,107.49

**Expenditure: EN-02210537**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0917427
Subaward No	A6-4
Subaward Amount	\$163,995.39
Subaward Type	Contract: Definitive Contract
Subrecipient Name	G & T Plumbing & Mechanical, LLC.
Expenditure Start	4/1/2024
Expenditure End	6/30/2024
Expenditure Amount	\$85,990.61

**Expenditure: EN-02210629**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0919022
Subaward No	A6-5
Subaward Amount	\$81,758.50
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Terracon Consultants, Inc.
Expenditure Start	9/1/2022
Expenditure End	3/31/2024
Expenditure Amount	\$73,432.25

**Expenditure: EN-02210630**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0919022
Subaward No	A6-5
Subaward Amount	\$81,758.50
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Terracon Consultants, Inc.
Expenditure Start	4/1/2024

Expenditure End	6/30/2024
Expenditure Amount	\$8,006.25

**Expenditure: EN-02211131**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0917427
Subaward No	A6-4
Subaward Amount	\$163,995.39
Subaward Type	Contract: Definitive Contract
Subrecipient Name	G & T Plumbing & Mechanical, LLC.
Expenditure Start	7/5/2022
Expenditure End	9/30/2022
Expenditure Amount	\$34,353.00

**Expenditure: EN-02251846**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$2,302,194.10
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	7/1/2024
Expenditure End	9/30/2024
Expenditure Amount	\$58,173.75

**Expenditure: EN-02251847**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$11,175,062.69
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	7/1/2024
Expenditure End	9/30/2024
Expenditure Amount	\$484,429.48

**Expenditure: EN-02251849**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0919022
Subaward No	A6-5
Subaward Amount	\$81,758.50
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Terracon Consultants, Inc.
Expenditure Start	7/1/2024
Expenditure End	9/30/2024
Expenditure Amount	\$320.00

**Expenditure: EN-02387909**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$2,302,194.10
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	10/31/2024
Expenditure End	12/31/2024
Expenditure Amount	\$168,005.96

**Expenditure: EN-02387911**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0970015
Subaward No	A6-6
Subaward Amount	\$1,157,385.32
Subaward Type	Contract: Definitive Contract
Subrecipient Name	JTL Group, Inc
Expenditure Start	10/1/2024
Expenditure End	12/31/2024
Expenditure Amount	\$1,157,385.32

**Expenditure: EN-02387913**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0970011
Subaward No	A6-7
Subaward Amount	\$96,911.09

Subaward Type	Contract: Definitive Contract
Subrecipient Name	Star Service, Inc
Expenditure Start	10/1/2024
Expenditure End	12/31/2024
Expenditure Amount	\$96,911.09

**Expenditure: EN-02387984**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$11,175,062.69
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	10/1/2024
Expenditure End	12/31/2024
Expenditure Amount	\$185,478.16

**Expenditure: EN-00550208**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$11,175,062.69
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	8/23/2022
Expenditure End	9/20/2022
Expenditure Amount	\$402,283.30

**Expenditure: EN-00550210**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$2,302,194.10
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	8/2/2022
Expenditure End	8/30/2022

Expenditure Amount	\$106,138.62
--------------------	--------------

**Expenditure: EN-00200711**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$2,302,194.10
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	2/1/2022
Expenditure End	3/29/2022
Expenditure Amount	\$56,118.94

**Expenditure: EN-00452977**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$2,302,194.10
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	4/26/2022
Expenditure End	6/30/2022
Expenditure Amount	\$142,604.04

**Expenditure: EN-00453017**

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$11,175,062.69
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	6/1/2022
Expenditure End	6/30/2022
Expenditure Amount	\$463,134.30

**Expenditure: EN-00453069**

Project Name	YWCA Building
--------------	---------------

Subaward ID	SUB-0354549
Subaward No	A9
Subaward Amount	\$200,000.00
Subaward Type	Grant: Lump Sum Payment(s)
Subrecipient Name	YOUNG WOMENS CHRISTIAN ASSOCIATION OF BILLINGS
Expenditure Start	6/7/2022
Expenditure End	6/7/2022
Expenditure Amount	\$200,000.00

**Expenditure: EN-02205733**

Project Name	Lockwood TEDD
Subaward ID	SUB-0917509
Subaward No	A8
Subaward Amount	\$772,305.83
Subaward Type	Contract: Definitive Contract
Subrecipient Name	KLJ Engineering LLC
Expenditure Start	4/1/2022
Expenditure End	6/30/2024
Expenditure Amount	\$598,748.33

**Expenditure: EN-02251850**

Project Name	Lockwood TEDD
Subaward ID	SUB-0917509
Subaward No	A8
Subaward Amount	\$772,305.83
Subaward Type	Contract: Definitive Contract
Subrecipient Name	KLJ Engineering LLC
Expenditure Start	7/1/2024
Expenditure End	9/30/2024
Expenditure Amount	\$69,545.40

**Expenditure: EN-02387915**

Project Name	Lockwood TEDD
Subaward ID	SUB-0917509
Subaward No	A8
Subaward Amount	\$772,305.83
Subaward Type	Contract: Definitive Contract



Subrecipient Name	KLJ Engineering LLC
Expenditure Start	10/1/2024
Expenditure End	12/31/2024
Expenditure Amount	\$54,490.00

**Expenditure: EN-01657824**

Project Name	Indoor Air Quality upgrades
Subaward ID	SUB-0751505
Subaward No	A10
Subaward Amount	\$1,240,113.60
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$670,537.00

**Expenditure: EN-01783626**

Project Name	Indoor Air Quality upgrades
Subaward ID	SUB-0751505
Subaward No	A10
Subaward Amount	\$1,240,113.60
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	7/1/2023
Expenditure End	9/30/2023
Expenditure Amount	\$181,715.89

**Expenditure: EN-01901263**

Project Name	Indoor Air Quality upgrades
Subaward ID	SUB-0751505
Subaward No	A10
Subaward Amount	\$1,240,113.60
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	10/1/2023
Expenditure End	12/31/2023
Expenditure Amount	\$82,636.99

**Expenditure: EN-02013653**

Project Name	Indoor Air Quality upgrades
Subaward ID	SUB-0751505
Subaward No	A10
Subaward Amount	\$1,240,113.60
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	1/1/2024
Expenditure End	3/31/2024
Expenditure Amount	\$243,218.04

**Expenditure: EN-02205641**

Project Name	Indoor Air Quality upgrades
Subaward ID	SUB-0751505
Subaward No	A10
Subaward Amount	\$1,240,113.60
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	4/1/2024
Expenditure End	6/30/2024
Expenditure Amount	\$62,005.68

**Expenditure: EN-02205743**

Project Name	Indoor Air Quality upgrades
Subaward ID	SUB-0917512
Subaward No	A10-2
Subaward Amount	\$74,564.00
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Coneer Engineering Inc
Expenditure Start	4/1/2022
Expenditure End	6/30/2024
Expenditure Amount	\$74,564.00

**Expenditure: EN-00743267**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0126775

Subaward No	A2
Subaward Amount	\$959,859.26
Subaward Type	Contract: Purchase Order
Subrecipient Name	Epcon Sign Co
Expenditure Start	10/1/2022
Expenditure End	12/31/2022
Expenditure Amount	\$70,146.26

**Expenditure: EN-00743268**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875
Subaward No	A2-2
Subaward Amount	\$390,259.97
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	10/1/2022
Expenditure End	12/31/2022
Expenditure Amount	\$65,010.13

**Expenditure: EN-00743269**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345901
Subaward No	A2-4
Subaward Amount	\$223,303.91
Subaward Type	Contract: Definitive Contract
Subrecipient Name	AVI SYSTEMS, INC.
Expenditure Start	10/1/2022
Expenditure End	12/31/2022
Expenditure Amount	\$5,141.57

**Expenditure: EN-00743273**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0423096
Subaward No	A2-5
Subaward Amount	\$480,197.49
Subaward Type	Contract: Definitive Contract
Subrecipient Name	HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC

Expenditure Start	10/1/2022
Expenditure End	12/31/2022
Expenditure Amount	\$209,836.60

**Expenditure: EN-01065483**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345901
Subaward No	A2-4
Subaward Amount	\$223,303.91
Subaward Type	Contract: Definitive Contract
Subrecipient Name	AVI SYSTEMS, INC.
Expenditure Start	1/1/2023
Expenditure End	3/31/2023
Expenditure Amount	\$42,589.89

**Expenditure: EN-01065480**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875
Subaward No	A2-2
Subaward Amount	\$390,259.97
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	1/2/2023
Expenditure End	3/31/2023
Expenditure Amount	\$55,900.35

**Expenditure: EN-01065481**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345881
Subaward No	A2-3
Subaward Amount	\$339,769.46
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Tel Net Systems, Inc
Expenditure Start	1/1/2023
Expenditure End	3/31/2023
Expenditure Amount	\$62,954.99

**Expenditure: EN-01657610**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875
Subaward No	A2-2
Subaward Amount	\$390,259.97
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$30,982.50

**Expenditure: EN-01657613**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345881
Subaward No	A2-3
Subaward Amount	\$339,769.46
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Tel Net Systems, Inc
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$73,772.48

**Expenditure: EN-01657616**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345901
Subaward No	A2-4
Subaward Amount	\$223,303.91
Subaward Type	Contract: Definitive Contract
Subrecipient Name	AVI SYSTEMS, INC.
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$111,234.44

**Expenditure: EN-01657619**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0423096
Subaward No	A2-5

Subaward Amount	\$480,197.49
Subaward Type	Contract: Definitive Contract
Subrecipient Name	HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$89,312.94

**Expenditure: EN-01657879**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0751524
Subaward No	A2-6
Subaward Amount	\$133,650.00
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Hardy Construction Co
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$133,650.00

**Expenditure: EN-01783623**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345881
Subaward No	A2-3
Subaward Amount	\$339,769.46
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Tel Net Systems, Inc
Expenditure Start	7/1/2023
Expenditure End	9/30/2023
Expenditure Amount	\$45,329.03

**Expenditure: EN-01783624**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0423096
Subaward No	A2-5
Subaward Amount	\$480,197.49
Subaward Type	Contract: Definitive Contract
Subrecipient Name	HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC
Expenditure Start	7/1/2023

Expenditure End	9/30/2023
Expenditure Amount	\$78,701.88

**Expenditure: EN-01901257**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875
Subaward No	A2-2
Subaward Amount	\$390,259.97
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	10/1/2023
Expenditure End	12/31/2023
Expenditure Amount	\$866.25

**Expenditure: EN-01901259**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345881
Subaward No	A2-3
Subaward Amount	\$339,769.46
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Tel Net Systems, Inc
Expenditure Start	10/1/2023
Expenditure End	12/31/2023
Expenditure Amount	(\$503.65)

**Expenditure: EN-02013647**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875
Subaward No	A2-2
Subaward Amount	\$390,259.97
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	1/1/2024
Expenditure End	3/31/2024
Expenditure Amount	\$40,837.50

**Expenditure: EN-00550202**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345881
Subaward No	A2-3
Subaward Amount	\$339,769.46
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Tel Net Systems, Inc
Expenditure Start	9/6/2022
Expenditure End	9/20/2022
Expenditure Amount	\$95,272.41

**Expenditure: EN-00550203**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875
Subaward No	A2-2
Subaward Amount	\$390,259.97
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	7/26/2022
Expenditure End	8/23/2022
Expenditure Amount	\$62,041.95

**Expenditure: EN-00550204**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0126775
Subaward No	A2
Subaward Amount	\$959,859.26
Subaward Type	Contract: Purchase Order
Subrecipient Name	Epcon Sign Co
Expenditure Start	9/20/2022
Expenditure End	9/20/2022
Expenditure Amount	\$259,314.66

**Expenditure: EN-00550205**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345901
Subaward No	A2-4
Subaward Amount	\$223,303.91



Subaward Type	Contract: Definitive Contract
Subrecipient Name	AVI SYSTEMS, INC.
Expenditure Start	8/2/2022
Expenditure End	8/2/2022
Expenditure Amount	\$13,365.49

**Expenditure: EN-00551169**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0423096
Subaward No	A2-5
Subaward Amount	\$480,197.49
Subaward Type	Contract: Definitive Contract
Subrecipient Name	HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC
Expenditure Start	9/20/2022
Expenditure End	9/20/2022
Expenditure Amount	\$102,346.07

**Expenditure: EN-00152457**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0126775
Subaward No	A2
Subaward Amount	\$959,859.26
Subaward Type	Contract: Purchase Order
Subrecipient Name	Epcon Sign Co
Expenditure Start	2/4/2022
Expenditure End	2/4/2022
Expenditure Amount	\$362,355.84

**Expenditure: EN-00452978**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0126775
Subaward No	A2
Subaward Amount	\$959,859.26
Subaward Type	Contract: Purchase Order
Subrecipient Name	Epcon Sign Co
Expenditure Start	6/1/2022
Expenditure End	6/30/2022

Expenditure Amount	\$268,042.50
--------------------	--------------

**Expenditure: EN-00452981**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875
Subaward No	A2-2
Subaward Amount	\$390,259.97
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	4/26/2022
Expenditure End	6/30/2022
Expenditure Amount	\$134,621.29

**Expenditure: EN-00452984**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345881
Subaward No	A2-3
Subaward Amount	\$339,769.46
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Tel Net Systems, Inc
Expenditure Start	6/1/2022
Expenditure End	6/30/2022
Expenditure Amount	\$62,944.20

**Expenditure: EN-00452987**

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345901
Subaward No	A2-4
Subaward Amount	\$223,303.91
Subaward Type	Contract: Definitive Contract
Subrecipient Name	AVI SYSTEMS, INC.
Expenditure Start	5/1/2022
Expenditure End	5/17/2022
Expenditure Amount	\$50,972.52

**Expenditure: EN-00152458**

Project Name	Sanitation Devices
--------------	--------------------

Subaward ID	SUB-0147488
Subaward No	A1
Subaward Amount	\$53,850.00
Subaward Type	Contract: Purchase Order
Subrecipient Name	KART KLEEN LLC
Expenditure Start	10/8/2021
Expenditure End	10/8/2021
Expenditure Amount	\$53,850.00

### Aggregate Expenditures for Awards less than \$50,000

Expenditure: EN-00743277

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$10,196.49
Total Period Obligation Amount	\$10,196.49

Expenditure: EN-01065490

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$13,323.73
Total Period Obligation Amount	\$13,323.73

Expenditure: EN-01657829

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$75,536.29
Total Period Obligation Amount	\$75,536.29

Expenditure: EN-01783629

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$47,855.80
Total Period Obligation Amount	\$47,855.80

Expenditure: EN-01901276

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$60,628.23
Total Period Obligation Amount	\$60,628.23

Expenditure: EN-02013657

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$48,335.01
Total Period Obligation Amount	\$48,335.01

Expenditure: EN-02210539

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$78,233.79
Total Period Obligation Amount	\$78,233.79

Expenditure: EN-02210541

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	(\$37,107.49)
Total Period Obligation Amount	(\$37,107.49)

Expenditure: EN-02251853

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$22,901.66
Total Period Obligation Amount	\$22,901.66

Expenditure: EN-02387920

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$27,203.15
Total Period Obligation Amount	\$27,203.15

Expenditure: EN-00550212

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Contracts Awarded
Total Period Expenditure Amount	\$13,750.03
Total Period Obligation Amount	\$13,750.03

Expenditure: EN-00453220

Project Name	Metra Sewer, Water, & Power Infrastructure

Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$56,565.49
Total Period Obligation Amount	\$56,565.49

Expenditure: EN-00743278

Project Name	Indoor Air Quality upgrades
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$455.13
Total Period Obligation Amount	\$455.13

Expenditure: EN-01065487

Project Name	Indoor Air Quality upgrades
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$2,617.00
Total Period Obligation Amount	\$2,617.00

Expenditure: EN-01657838

Project Name	Indoor Air Quality upgrades
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$9,594.91
Total Period Obligation Amount	\$9,594.91

Expenditure: EN-01783631

Project Name	Indoor Air Quality upgrades
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$2,040.32
Total Period Obligation Amount	\$2,040.32

Expenditure: EN-01901269

Project Name	Indoor Air Quality upgrades
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$1,411.22
Total Period Obligation Amount	\$1,411.22

Expenditure: EN-02013662

Project Name	Indoor Air Quality upgrades
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$22,332.68
Total Period Obligation Amount	\$22,332.68

Expenditure: EN-02210543

Project Name	Indoor Air Quality upgrades
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$1,918.54
Total Period Obligation Amount	\$1,918.54

Expenditure: EN-00743276

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$40,338.90
Total Period Obligation Amount	\$40,338.90

Expenditure: EN-01065491

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$29,185.83
Total Period Obligation Amount	\$29,185.83

Expenditure: EN-01657836

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$32,016.23
Total Period Obligation Amount	\$32,016.23

Expenditure: EN-01783630

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$1,829.34
Total Period Obligation Amount	\$1,829.34

Expenditure: EN-01901268

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$8.75
Total Period Obligation Amount	\$8.75

Expenditure: EN-02013659

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments

Total Period Expenditure Amount	\$412.50
Total Period Obligation Amount	\$412.50

Expenditure: EN-00550206

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Contracts Awarded
Total Period Expenditure Amount	\$32,629.70
Total Period Obligation Amount	\$32,629.70

Expenditure: EN-00200993

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$39,714.04
Total Period Obligation Amount	\$39,714.04

Expenditure: EN-00453155

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$137,192.65
Total Period Obligation Amount	\$137,192.65

## Payments To Individuals

Expenditure: EN-02387927

Project Name	Extension / 4H HVAC System
Total Period Expenditure Amount	\$13,300.00
Total Period Obligation Amount	\$13,300.00

Expenditure: EN-00145246

Project Name	Equipment for Remote Education/Court
Total Period Expenditure Amount	\$12,101.33
Total Period Obligation Amount	\$12,101.33

Expenditure: EN-00453159

Project Name	Equipment for Remote Education/Court
Total Period Expenditure Amount	\$3,871.04
Total Period Obligation Amount	\$3,871.04

Expenditure: EN-00149053

Project Name	Prevention in Congregate Settings
--------------	-----------------------------------

Total Period Expenditure Amount	\$4,609.00
Total Period Obligation Amount	\$4,609.00

Expenditure: EN-00145254

Project Name	Huntley Water & Sewer
Total Period Expenditure Amount	\$25,000.00
Total Period Obligation Amount	\$25,000.00

Expenditure: EN-00743279

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$218.00
Total Period Obligation Amount	\$218.00

Expenditure: EN-01657843

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$25,631.50
Total Period Obligation Amount	\$25,631.50

Expenditure: EN-01657844

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$23,144.00
Total Period Obligation Amount	\$23,144.00

Expenditure: EN-01901279

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$23,882.50
Total Period Obligation Amount	\$23,882.50

Expenditure: EN-02013666

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$2,486.00
Total Period Obligation Amount	\$2,486.00

Expenditure: EN-02205735

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$6,100.00
Total Period Obligation Amount	\$6,100.00

Expenditure: EN-02211134

Project Name	Metra Sewer, Water, & Power Infrastructure
--------------	--



Total Period Expenditure Amount	(\$34,353.00)
Total Period Obligation Amount	(\$34,353.00)

Expenditure: EN-02210631

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	(\$62,266.00)
Total Period Obligation Amount	(\$62,266.00)

Expenditure: EN-02251854

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$2,520.00
Total Period Obligation Amount	\$2,520.00

Expenditure: EN-00551176

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$44,401.00
Total Period Obligation Amount	\$44,401.00

Expenditure: EN-00145477

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$15,936.06
Total Period Obligation Amount	\$15,936.06

Expenditure: EN-02387924

Project Name	County Attorney
Total Period Expenditure Amount	\$996,901.51
Total Period Obligation Amount	\$996,901.51

Expenditure: EN-00743280

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$32,025.00
Total Period Obligation Amount	\$32,025.00

Expenditure: EN-01065497

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$128,946.33
Total Period Obligation Amount	\$128,946.33

Expenditure: EN-01657846

--	--

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$75,802.50
Total Period Obligation Amount	\$75,802.50

Expenditure: EN-01783632

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$41,354.50
Total Period Obligation Amount	\$41,354.50

Expenditure: EN-01901277

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$56,622.00
Total Period Obligation Amount	\$56,622.00

Expenditure: EN-02013664

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$70,592.00
Total Period Obligation Amount	\$70,592.00

Expenditure: EN-02205704

Project Name	Lockwood TEDD
Total Period Expenditure Amount	(\$457,135.33)
Total Period Obligation Amount	(\$457,135.33)

Expenditure: EN-00550198

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$15,613.00
Total Period Obligation Amount	\$15,613.00

Expenditure: EN-00453150

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$36,180.00
Total Period Obligation Amount	\$36,180.00

Expenditure: EN-00743281

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$15,580.00
Total Period Obligation Amount	\$15,580.00

Expenditure: EN-01065494

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$11,304.00
Total Period Obligation Amount	\$11,304.00

Expenditure: EN-01065495

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$1,518.00
Total Period Obligation Amount	\$1,518.00

Expenditure: EN-01657848

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$10,575.00
Total Period Obligation Amount	\$10,575.00

Expenditure: EN-01783633

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$10,200.00
Total Period Obligation Amount	\$10,200.00

Expenditure: EN-02013669

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$4,775.00
Total Period Obligation Amount	\$4,775.00

Expenditure: EN-02210545

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	(\$69,914.00)
Total Period Obligation Amount	(\$69,914.00)

Expenditure: EN-00550207

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$15,080.00
Total Period Obligation Amount	\$15,080.00

Expenditure: EN-00453160

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$2,400.00
Total Period Obligation Amount	\$2,400.00

Expenditure: EN-00023880

Project Name	Digital Screens / Public Address System
Total Period Expenditure Amount	\$41,831.35
Total Period Obligation Amount	\$41,831.35

# Report

## Revenue Replacement

Is your jurisdiction electing to use the standard allowance of up to \$10 million, not to exceed your total award allocation, for identifying revenue loss?	Yes
Revenue Loss Due to Covid-19 Public Health Emergency	\$10,000,000.00
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	County Attorney personnel costs to cover the increased time to deal with the backlog of court cases from COVID. New plumbing for the County's new Administration building renovation. And construction/design costs for the Short Term detention facility being created to deal with offenders who are unable to be housed at the detention facility because of overcrowding.

## Overview

Total Obligations	\$31,330,634.00
Total Expenditures	\$22,940,839.38
Total Adopted Budget	\$31,330,634.00
Total Number of Projects	14
Total Number of Subawards	20
Total Number of Expenditures	135

Have you expended \$750,000 or more in federal award funds during your most recently completed fiscal year?	Yes
Have you submitted a single audit or program specific audit report to the Federal Audit Clearinghouse (FAC)?	Yes

## Certification

Authorized Representative Name	JENNIFER JONES
Authorized Representative Telephone	
Authorized Representative Title	Finance Director
Authorized Representative Email	<a href="mailto:jjones@yellowstonecountymt.gov">jjones@yellowstonecountymt.gov</a>
Submission Date	1/13/2025 5:43 PM