OFFICIAL AGENDA
TUESDAY October 6, 2026
Meeting Start Time: 9:00 a.m.
Board of County Commissioners
Yellowstone County, Montana
Ostlund Building
2825 3rd Ave N, Room 309
Billings, MT

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

9:00 a.m. PUBLIC HEARING

Resolution 26-116 to Annex Property into the Blue Creek Fire Service Area

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

1. **COMMISSIONERS**
   a. Resolution 26-110 Changing the Board of County Commissioners Regular Meeting from Tuesday November 3rd, 2026 to Monday November 2nd, 2026 at 9:00 a.m.
   b. Resolution 26-111 to Change the Commissioners Thursday Discussion from Thursday November 26th, 2026 to Tuesday November 24th, 2026 at 10:00 a.m.

2. **COUNTY ATTORNEY**

   Petition- Validity of Initiative

CLAIMS

CONSENT AGENDA

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1. **COMMISSIONERS**
   a. Board Openings - Lockwood Urban Transportation District/Fuego FSA/Worden Fire District #4/Laurel Fire District #7/Consolidated Zoning Commission/Custer Cemetery Board/Tax Appeal Board
   b. Board Reappointment - Hanna Wagner to Tax Appeal Board
   c. Lockwood TEDD MOU and Kristen Rosa Consulting

2. **COUNTY ATTORNEY**

   Amendment to A&E PSA for YCDF Master Plan

3. **FINANCE**

   a. Yellowstone County Final FY27 Budget - State Filing
   b. Lockwood PED Sidewalk Repairs Askin Construction Pay App #1
   c. RTE - Plasma Torch with Lead
   d. Administration Building Renovation- Dick Anderson-Pay App #22
   e. Administration Building Renovation- Dick Anderson Construction Pay App #21
   f. Bond for Lost Warrant
   g. Knife River Agreement- MetraPark Bench Boulevard Project
   h. DEQ Grant for the Yellowstone County Junk Vehicle Department

4. **METRA PARK**

   Change Order #1 - Access Limited Construction - Metra Arena Bluff Stabilization

5. **PLANNING DEPARTMENT**

   Billings MPO 2027-2031 Transportation Improvement Program

6. **SHERIFF**

   a. 2026 JAG Purchase Requests
   b. City-County Interlocal Agreement for IT services FY27

7. **HUMAN RESOURCES**

   PERSONNEL ACTION REPORT - District Court - 1 Appointment

FILE ITEMS

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1. **COMMISSIONERS**

   a. Board Minutes - County Water District of Billings Heights August 2026
   b. Public Comment - Election Office Location Change
   c. Public Comment - Data Centers

2. **PUBLIC WORKS**

   Contract with Wharton Asphalt LLC.

PUBLIC COMMENTS ON COUNTY BUSINESS

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

B.O.C.C. Regular
Meeting Date: 10/06/2026
Title: Public Hearing on Annexation of Properties into the Blue Creek Fire Service Area
Submitted By: Derek Yeager

TOPIC:
Resolution 26-116 to Annex Property into the Blue Creek Fire Service Area

BACKGROUND:
This is the statutorily required public hearing to act on the previous request of one property owner to annex 2 parcels of his ownership into the Blue Creek Fire Service Area. This is two parcels, owned by one party, and includes no other properties which have not made a request to annex. Despite this fact, a public hearing is still required although no formal protest is expected.

RECOMMENDED ACTION:
Hold public hearing and if no sufficient formal protest is received (none expected), pass the resolution annexing both properties owned by one party to expand the boundary of the Blue Creek Fire Service Area to include said properties.

Attachments
Res to Annex Property into the Blue Creek FSA

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 26 - 116

Resolution to Annex Property into the Blue Creek Fire Service Area

WHEREAS, the Blue Creek Rural Fire Service Area was created to provide fire service in the Blue Creek area.

WHEREAS, the Yellowstone County Board of County Commissioners (BOCC) has received a petition to annex the private property adjacent to the existing service area. The tracts of land are identified in the attached petitions and are listed as S34, T01 S, R26 E (3745 Moonshine Trail) and S34, T01 S, R26 E (3310 Aqui Esta Drive). Attached, is a copy of the petition.

WHEREAS, Section 7-33-2401 of the Montana Code Annotated states that upon receipt of a petition signed by at least 30 owners of real property in the proposed service area, or by a majority of the owners of real property if there are no more than 30 owners of real property in the proposed service area, the board of county commissioners may establish or alter a fire service area within an unincorporated area not part of a rural fire district in the county to provide the services and equipment set forth in 7-33-2402.

WHEREAS, on July 21, 2026, a petition signed by all property owners of the proposed annexation was submitted to the fire district and approved. On August 25, 2026, this petition was presented to the BOCC.

NOW THEREFORE BE IT RESOLVED, The BOCC approves the annexation of the subject property into the Blue Creek Rural Fire Service Area. The annexation is created effective 60 days after passage of this resolution unless by that date more than 50% of the property owners of the proposed fire service area protest its creation.

Passed and Adopted the 6th day of October 2026.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____
Mark Morse, Chair

_____
Michael J. Waters, Member

ATTEST:

_____
Chris White, Member

_____
Jeff Martin, Clerk and Recorder

B.O.C.C. Regular
Meeting Date: 10/06/2026
Title: Res 26-110
Submitted By: Teri Reitz, Board Clerk

TOPIC:
Resolution 26-110 Changing the Board of County Commissioners Regular Meeting from Tuesday November 3rd, 2026 to Monday November 2nd, 2026 at 9:00 a.m.

BACKGROUND:
See attached.

RECOMMENDED ACTION:
Approve.

Attachments
Res 26-110

RESOLUTION NO. 26-110

Establishing a Special Meeting Date & Time of the Board of County Commissioners

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

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

WHEREAS, The Board will not be able to convene for the meeting set for Tuesday, November 3, 2026, 2026 at 9:00 a.m. and the Board of County Commissioners wish to establish a special meeting date in lieu of that date and time;

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Yellowstone County, Montana, that the Board shall meet to conduct official County business on **Monday November 2, 2026, at 9:00 A.M.** in lieu of the Tuesday November 3, 2026, at 9:00 a.m. meeting date.

DONE BY ORDER of the Board of County Commissioners, Yellowstone County, Montana, and this 6th day of October 2026.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____
Mark Morse, Chairman

_____
Michael J. Waters, Member

_____
Chris White, Member

ATTEST:

(SEAL)

_____
Jeff Martin
Clerk and Recorder, Yellowstone County, Montana

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

Meeting Date: 10/06/2026

Title: Res 26-111

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Resolution 26-111 to Change the Commissioners Thursday Discussion from Thursday November 26th, 2026 to Tuesday November 24th, 2026 at 10:00 a.m.

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approved.

Attachments

Res 26-111

RESOLUTION NO. 26-111

Establishing a Special Meeting Date and Time for the Thursday Discussion

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

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

WHEREAS, the Board will not be able to convene for the meeting time set for Thursday, November 26, 2026 @ 9:00 a.m. and the Board of County Commissioners wish to establish a special meeting time in lieu of that time;

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Yellowstone County, Montana, that the Board shall meet to conduct official County business on **Tuesday, November 24, 2026, at 10:00.,** in lieu of the Thursday November 26, 2026 at 9:00 a.m. meeting date.

DONE BY ORDER of the Board of County Commissioners, Yellowstone County, Montana, and this 6th day of October 2026.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____
Mark Morse, Chairman

_____
Michael J. Waters, Member

_____
Chris White, Member

ATTEST:

(SEAL)

_____
Jeff Martin
Clerk and Recorder, Yellowstone County, Montana

B.O.C.C. Regular
Meeting Date: 10/06/2026
Title: Petition- Validity of Initiative
Submitted By: Steve Williams

TOPIC:
Petition- Validity of Initiative

BACKGROUND:
A petition to place proposed ordinance No. 2026-02 was submitted to the Yellowstone County election administrator. On June 23, 2026, the Montana Supreme Court issued a decision in Treasure County v. Edlund. Because of this recent decision, the right to compute act, and the requirement that the law be followed, the county attorney's office recommends that Yellowstone County file a suit asking the District Court for a ruling to determine if the petition to place an ordinance before the voters is legal or not.

Proposed ordinance 2026-01 is a revised version of the proposed of ordinance No. 2026-01. For 2026-01, the County asked the District Court for a ruling on the legality of 2026-01. Before a ruling on the legality could occur, the Court held that the ordinance did not meet the signature requirement. The revised ordinance contains the same legal issues that the original ordinance contained.

RECOMMENDED ACTION:
Approve

Attachments
YC AI DataCenter Initiative

PETITION TO PLACE PROPOSED ORDINANCE NO. 2026-02 ON THE ELECTION BALLOT

If **25%** of Yellowstone County, Montana voters sign this petition (27,600 signatures based on 110,397 registered voters as of November 5, 2024), or a lesser number if otherwise ordered by a District Court, this proposal will appear on the election ballot of Yellowstone County to be conducted on **May 4, 2027**. If a majority of voters vote for this proposal at that election, it will become law.

We, the undersigned Yellowstone County, Montana voters, propose that the County Election Administrator place the following proposal on the election ballot:

DATA CENTER INITIATIVE STATEMENT OF PURPOSE:

This measure would adopt an ordinance requiring that any new data center, any expansion of an existing data center, or the continued operation of any data center receive approval through a countywide election before Yellowstone County may authorize, license, permit, or otherwise approve such activity. For any such data center, that approval would require a two-third vote in favor at the election on that proposal. Data centers operating prior to the effective date would be required to obtain voter approval to continue operating under any existing authorizations, licenses, or permits. The ordinance would take effect upon certification of the May 4, 2027, election results. The ordinance would also require that the County establish interim zoning regulations for data centers within Yellowstone County.

☐ YES on Yellowstone County Ordinance No. 2026-02

☐ NO on Yellowstone County Ordinance No. 2026-02

Voters are urged to read the complete text of the proposal, which appears on the reverse side of or attached to this sheet. A signature on this petition is only to put the proposal on the ballot and does not necessarily mean the signer agrees with the proposal.

WARNING A person who purposefully signs a name other than the person's own to this petition, who signs more than once for the same issue at one election, or who signs when not a legally registered Montana voter is subject to a $500 fine, 6 months in jail, or both. [Mont. Code Ann. § 13-28-202]

Each person is required to sign the person's name and list the person's address or telephone number in substantially the same manner as on the person's voter registration form or the signature will not be counted. In place of a residence address, the signer may provide the signer's post-office address or the signer's home telephone number. [Mont. Code Ann. § 13-28-202(4)(e), (5)]

#	Signature	Date Signed	Residence Address, Post-Office Address, or Home Telephone Number	Printed Last Name and First and Middle Initials	Office Use Only
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

CIRCULATOR AFFIDAVIT OR DECLARATION

Required by Mont. Code Ann. § 13-28-203 (Ch. 225, L. 2025)

I, _____ (printed name of signature gatherer), swear that I gathered the signatures on the petition sheet to which this affidavit or declaration is attached on the stated dates; that I believe the signatures on the petition are genuine, are the signatures of the persons whose names they purport to be, and are the signatures of Yellowstone County, Montana electors who are registered at the address or have the telephone number following the person's signature; and that the signers knew the contents of the petition before signing the petition.

Date on which the FIRST signature on this sheet was gathered: _____

Signature of petition signature gatherer: _____

Address of petition signature gatherer: _____

Subscribed and sworn before me this _____ day of _____, 20_____

Seal

_____ (Person authorized to take oaths)

_____ (Title or Notarial Information)

THE YELLOWSTONE COUNTY DATA CENTER INITIATIVE

Complete Text of Proposed Ordinance

Required to accompany each signature sheet per Mont. Code Ann. § 13-28-202(2)(c)

WHEREAS, the Board of County Commissioners of Yellowstone County, Montana, has jurisdiction and power to represent the county and have the care of county property and the management of the business and concerns of the county in all cases where no other provision is made by law pursuant to Section 7-5-2101, MCA; and

WHEREAS, the electors of Yellowstone County reserve the power of initiative to propose ordinances pursuant to Mont. Const. Art. XI, § 8 and Mont. Code Ann. § 7-5-131; and

WHEREAS, large-scale data center facilities impose significant demands on local electrical infrastructure, water resources, quality of life, enjoyment of private property, and land use that affect all residents of Yellowstone County; and

WHEREAS, Montana is currently in the sixth year of a drought that has negative impacts on crops, pastureland, water supplies, and ecosystems; and

WHEREAS, the data center industry has engaged in practices throughout the United States of America that are deceptive, manipulative of governmental functions and processes, and show little regard for the health and welfare of the people; and

WHEREAS, the electors of Yellowstone County have a right to a clean and healthful environment, pursuant to Article II, Section 3 of the Montana Constitution, which is directly threatened by the data center industry's presence in Yellowstone County; and

WHEREAS, the electors of Yellowstone County have a right to participate in governmental agencies, pursuant to Article II, Section 8 of the Montana Constitution, which is directly threatened by the data center industry's presence in Yellowstone County; and

WHEREAS, the electors of Yellowstone County have a right to know the deliberations of all public bodies in governmental agencies, pursuant to Article II, Section 9 of the Montana Constitution, which is directly threatened by the data center industry's presence in Yellowstone County; and

WHEREAS, the electors of Yellowstone County seek to ensure that decisions regarding the construction or expansion of Data Centers within the county reflect the direct will of the voters, and are not made in violation of Article II, Sections 3, 8, and 9 of the Montana Constitution, and/or Section 7-5-2101, MCA; and

WHEREAS, given the long-term and persistent drought in Montana, the electors of Yellowstone County deem the development of data centers in Yellowstone County to constitute an emergency involving the public health, safety, morals, and general welfare, pursuant to the County's interim zoning district and regulated powers under Section 76-2-206, MCA; and

WHEREAS, the electors of Yellowstone County deem the passage of this ordinance to be a proper exercise of an action to prevent or abate a common law nuisance created by physical datacenter infrastructure, pursuant to Section 2-10-203(2)(d), MCA.

NOW, THEREFORE, the electors of Yellowstone County, Montana propose the following ordinance:

SECTION 1. DEFINITIONS

1.01 "Data Center"

(A) is a facility whose primary purpose is to house computer servers, internet nodes, or other technological means and devices, for the following types of uses: web hosting organizations, large enterprises or other internet service organizations, artificial intelligence applications, or any other form of data storage and management for similar types of purposes. The term "data center" shall include the networking equipment, related computing infrastructure, environmental controls, buildings and structures, security systems, and any other equipment necessary for storing, processing, and distributing data and applications. A non-exhaustive list of examples of the term "data center" includes: server farms, telecom hotels, carrier hotels, darkened datacenters, and co-location centers.

(B) does **not** include a facility whose primary purpose is to: (1) provide traditional telecommunications services per Mont. Code Ann. § 53-19-302, or "retail telecommunications" services per Mont. Code Ann. § 15-53-129; (2) to serve as a residential dwelling; or (3) to provide services relating to financial services, education, construction, healthcare, insurance, or other types of traditional business or educational services whose primary purpose is not described in subsection (A).

1.02 "Yellowstone County" means the entirety of Yellowstone County, Montana, including all incorporated cities and towns within its boundaries, to the full extent permitted by law.

1.03 "Construction" means any physical building, development, or site preparation activity undertaken for the purpose of creating a new Data Center facility.

1.04 "Expansion" means any increase in the gross square footage, electrical capacity, computing capacity, or water consumption capacity of an existing Data Center facility.

SECTION 2. RESTRICTION ON DATA CENTER CONSTRUCTION

2.01 Effective immediately upon certification of election results by the Yellowstone County canvassing board following the May 2027 election, Yellowstone County may not consider the authorization, licensing, permitting, or approval for the construction, expansion, or continued operation of any Data Center anywhere within Yellowstone County without prior approval of the electors via an election in which two-thirds (2/3) of the voters participating in that election approve.

2.02 The restriction in Section 2.01 applies to all applications for construction permits, special use permits, conditional use permits, zoning variances, and any other land use authorizations required for Data Center construction, expansion, or ongoing operation, whether submitted before or after the effective date of this ordinance.

SECTION 3. RESTRICTIONS ON EXISTING DATA CENTER OPERATIONS AFTER EFFECTIVE DATE OF PASSAGE

3.01 This ordinance is intended to affect operations occurring within Yellowstone County within the physical footprint and electrical and water capacity for any authorization, license, or permit which existed as of the effective date of this proposed

ordinance, as well as any licenses, permits, or authorizations to be obtained in the future. Accordingly, upon passage of this ordinance, Data Centers in operation as of the effective date of this ordinance must obtain approval via the next election in which two-thirds (2/3) of voters participating in that election in Yellowstone County approve, in order to continue their operations under any existing authorizations, licenses, or permits within Yellowstone County.

SECTION 4. ELECTION PROCEDURE

4.01 After the effective date of this ordinance, any person or entity seeking approval for Data Center construction, ongoing operation, or expansion must petition the Yellowstone County Board of County Commissioners to place a measure before registered Yellowstone County voters for the approval of the construction, operation, licensing, and/or permitting of any data centers, as defined in Section 1.01, in Yellowstone County. Approval requires affirmative votes from two-thirds (2/3) of all voters participating in that election in Yellowstone County.

4.02 If the County fails to place a proposed ordinance pursuant to Section 4.01, the data center shall not be permitted, approved, or licensed in Yellowstone County.

SECTION 5. EXERCISE OF EMERGENCY POWERS WITH RESPECT TO OPERATING DATA CENTERS UPON EFFECTIVE DATE OF PASSAGE

5.01Effective upon passage of this ordinance, the operation of any data center within the meaning of Section 1.01 in Yellowstone County is deemed to constitute an emergency involving the public health, safety, morals, and general welfare, pursuant to Section 76-2-206, MCA, given the drought conditions in Montana and other hazards created by data centers.

5.02. As a prelude to an interim regulation on any data centers in Yellowstone County pursuant to Section 76-2-206(1)(b), MCA, and in exercise of its powers under Section 7-5-2101, MCA, the County shall immediately initiate a study or investigation on any data centers and study on any existing data centers in Yellowstone County. This study shall adhere to the following criteria:

(a) It shall be commissioned to be performed by neutral, third-party experts who have no connections or affiliations to the data center industry, and have affirmed as such under penalty of perjury;

(b) The study shall be performed by neutral third-party experts who possess the requisite knowledge in the fields of chemistry, physics, thermodynamics, hydrology, engineering, economics, and the like, to thoroughly evaluate the data center's operations and impacts on Yellowstone County;

(c) The County shall make the names and identities of the third-party neutral experts known to the public before their selection;

(d) The results of the study shall be transparent and made publicly available to the public;

(e) The public shall be permitted to submit comments to the third-party neutral experts after the publishing the results of their studies or investigations, and the third-party neutral experts shall take the public comment into full consideration, issuing any amendments to their published studies or investigations if warranted;

(f) The County shall require that any developers or owners of data centers in Yellowstone County fully and completely cooperate in the commissioning of the study, providing access to the neutral-third experts as reasonably required to examine their operations and plans;

(g) failure to cooperate with subsection (f) of this part shall be deemed a violation of an interim zoning regulation, and prohibit the County from approving, licensing, or permitting the data center in question;

(h) The study shall thoroughly and completely address issues related to water consumption, noise and chemical pollution, adverse economic impacts of any nature, adverse social impacts, and other potential adverse impacts affecting the public health, safety, morals, and general welfare; and

(i) This study shall be commissioned and completed with all deliberate haste.

5.03 Upon completion of the study identified in Section 5.02, the County shall make it publicly available and receive public comment upon the same. After the public comment period, the County shall issue written findings, based upon substantial credible evidence, as to its conclusions of the nature of the adverse impacts occasioned by the data center on Yellowstone County, in conformity with the findings of the study.

5.04 Upon completion of the study identified in Section 5.02, and the process identified in Section 5.03, the County shall establish interim zoning regulations for any data centers in Yellowstone County pursuant to Section 76-2-206(2) and (3), MCA, to prevent and abate the adverse impacts identified in study or investigation described in Section 4.02, at a minimum addressing the known emergency conditions created by Montana's drought, as well as any other hazards, perils, or emergency conditions identified in the study.

SECTION 6. MANDATORY DISCLOSURES BY THE COUNTY

6.01 If the County, or any of its agents or employees, is contacted by an individual(s) associated or employed by any person or entity in the data center industry, the County shall immediately disclose the following information to the public:

(i) the individual(s) from the data center industry who initiated the contact;

(ii) the individual(s) from the County who participated in communications with the individual(s) from the data center industry;

(iii) a contemporaneous summary of the substance, duration, and content of the communications; and

(iv) electronic copies of all forms of communication between the County and the individual(s) from the data center industry.

SECTION 7. ENFORCEMENT

7.01 Upon passage of this ordinance, the County shall vigorously enforce this ordinance pursuant Section 76-2-210, MCA.

SECTION 8 CONTINUATION OF NON-CONFORMING USES

8.01 If a data center owner or operator challenges the application of this ordinance as a violation of Section 76-2-208, MCA, any citizen of Yellowstone County shall be granted standing to contest said challenge in Yellowstone County District Court, subject to the provisions of Montana law.

SECTION 9. ENFORCEMENT AGAINST THE COUNTY

9.01. Any resident of Yellowstone County has standing to file suit against the County in Yellowstone County District Court for failure to comply with the provisions of this ordinance and may seek declaratory or injunctive relief against the County in said action.

SECTION 10. SEVERABILITY

10.01 If any provision of this ordinance or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the remainder of the ordinance and the application of its provisions to other persons or circumstances shall not be affected.

SECTION 11. EFFECTIVE DATE

11.01 This ordinance takes effect immediately upon certification of the election results by the Yellowstone County canvassing board following the May 2027 election, if approved by a majority of voters voting on this measure.

Submitted by: Kassi Solberg | nodcinyc@gmail.com |208-651-4953 • Election Administrator: Dayna Causby | dcausby@yellowstonecountymt.gov | 406-256-2740

B.O.C.C. Regular

1. a.

Meeting Date: 10/06/2026

Title: Board Openings

Submitted By: Erika Guy

TOPIC:

Board Openings - Lockwood Urban Transportation District/Fuego FSA/Worden Fire District #4/Laurel Fire District #7/Consolidated Zoning Commission/Custer Cemetery Board/Tax Appeal Board

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Post

Attachments

Board Openings

YELLOWSTONE COUNTY BOARD OPENINGS

October 6, 2026

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

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

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

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

CUSTER CEMETERY BOARD	3 year	1 partial to 6/30/27
TAX APPEAL BOARD	3 year	1 full to 12/31/29

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

September 15, 2026

BIG SKY ECONOMIC DEVELOPMENT AUTHORITY	5 year	2 full to 12/31/31

CITY/COUNTY PLANNING: DIST 3	2 year	1 partial to 12/31/26
CITY/COUNTY PLANNING: DIST 4	2 year	1 partial to 12/31/26
CITY/COUNTY PLANNING: DIST 5	2 year	1 full to 12/31/27
CITY/COUNTY PLANNING: DIST 7	2 year	1 full to 12/31/27

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

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

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

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

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

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

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED UNTIL 5:00PM ON THURSDAY, October 15, 2026

B.O.C.C. Regular 1. b.
Meeting Date: 10/06/2026
Title: Board Reappointment
Submitted By: Erika Guy

TOPIC:
Board Reappointment - Hanna Wagner to Tax Appeal Board

BACKGROUND:
See Attached

RECOMMENDED ACTION:
Approve or Deny

Attachments
Hanna Wagner

Yellowstone County

COMMISSIONERS
(406) 256-2701

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

October 6, 2026

Ms. Hanna Wagner
2424 Dahlia Ln
Billings, MT 59102

RE: Re-appointment to Tax Appeal Board

Dear Ms. Wagner,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above-named board. Your term by this appointment will be to December 31, 2029.

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____
Mark Morse, Chair

_____
Michael J. Waters, Member

_____
Chris White Member

BOCC/eg

c: Board File - Clerk & Recorder
Ms. Erika Guy, Po Box 35000, Billings, MT 59107

B.O.C.C. Regular

1. c.

Meeting Date: 10/06/2026

Title: Lockwood TEDD M.O.U. and Consultant

Submitted By: Jared Gavin

TOPIC:

Lockwood TEDD MOU and Kristen Rosa Consulting

BACKGROUND:

Memorandum of Understanding between Yellowstone County and Kristen Rosa consulting for the Lockwood TEDD Infrastructure Participation and Connection Agreement Framework. The purpose of this M.O.U. is to engage the Consultant to develop an Infrastructure Participation and Connection Agreement Framework for the Lockwood TEDD. This agreement was drafted by the Civil Division.

RECOMMENDED ACTION:

Sign a copy and return to Finance

Attachments

Lockwood TEDD Infrastructure Singed MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN YELLOWSTONE COUNTY AND KRISTEN ROSA CONSULTING FOR THE LOCKWOOD TEDD INFRASTRUCTURE PARTICIPATION AND CONNECTION AGREEMENT FRAMEWORK

This Memorandum of Understanding ("MOU") is made this ____ day of _____, 2026 by and between Yellowstone County, Montana ("COUNTY") and Kristen Rosa Consulting ("CONSULTANT"). COUNTY and CONSULTANT are referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the COUNTY has established the Lockwood Tax Increment Financing Economic Development District ("Lockwood TEDD") and desires a legally compliant framework for participation and connection agreements with developers and property owners for the development of public infrastructure; and

WHEREAS, the CONSULTANT is an experienced economic development administrator with responsibility for tax increment financing districts, infrastructure planning, and developer coordination, and is willing to develop such a framework for the COUNTY; and

WHEREAS, the Parties desire to set forth their mutual understanding regarding the scope of services, deliverables, term, and compensation for this work.

THEREFORE, the Parties agree as follows:

Purpose:

The purpose of this MOU is to engage the CONSULTANT to develop an Infrastructure Participation and Connection Agreement Framework for the Lockwood TEDD, including the review of TEDD planning documents and the creation of template agreements and cost participation methodologies that align with the goals of the district and the Montana Code Annotated.

Scope of Services:

The CONSULTANT shall:

(a) review all planning and establishing documents for the Lockwood TEDD;

(b) coordinate with the COUNTY Public Works Department and the COUNTY Attorney;

(c) prepare a development agreement template and a cost participation template, together with supporting criteria, that align with the goals of the district and the Montana Code Annotated; and

(d) upon coordination and agreement with the Parties, deliver a final presentation to the Lockwood TEDD Advisory Board and the Yellowstone County Commissioners.

Deliverables:

The CONSULTANT shall provide the following Deliverables:

(a) Legal Authority and Best Practices Memorandum;

(b) Infrastructure Cost Allocation and Calculation Methodology Report;

(c) Development Agreement Template;

(d) Administrative Implementation Guide; and
(e) Final Presentation to the TEDD Advisory Board and the Yellowstone County Commissioners.

Term and Termination:

This MOU is effective on the date first written above (the "Effective Date") and shall remain in effect until the CONSULTANT completes the Scope of Services and Deliverables, including the Final Presentation, or until June 30, 2027, whichever occurs first, unless earlier terminated as provided herein. The anticipated period of performance is approximately six (6) weeks from the Effective Date.

The COUNTY may terminate this MOU at any time, with or without cause, upon fourteen (14) days' prior written notice to the other Party's authorized representative. Upon termination, the COUNTY shall pay the CONSULTANT for Services satisfactorily performed and Deliverables accepted through the effective date of termination.

Compensation:
In exchange for the Services and Deliverables performed under this MOU, the COUNTY agrees to pay the CONSULTANT a total amount not to exceed Six Thousand and 00/100 Dollars ($6,000.00), allocated as follows:

Task 1 – Legal & Authority Review, $750.00;
Task 2 – Cost Allocation Framework, $1,350.00;
Task 3 – Agreement Development, $1,650.00;
Task 4 – Administrative Framework, $1,200.00; and
Task 5 – Final Presentation, $1,050.00.

Any additional services outside the Scope of Services must be authorized in advance by written amendment and, if applicable, will be billed at the CONSULTANT's hourly rate of $150.00 per hour. The CONSULTANT shall invoice the COUNTY for Services performed, and the COUNTY shall pay undisputed amounts within thirty (30) days of receipt of a proper invoice.

Responsibilities of the Consultant:

The CONSULTANT shall provide regular project updates, draft deliverable reviews, coordination meetings as necessary, and responsive communication throughout the project. The engagement includes up to two (2) stakeholder meetings, an in-person Final Presentation, and up to two (2) rounds of revisions to the Deliverables.

Responsibilities of the County:
The COUNTY Attorney will provide legal review of the Deliverables, and COUNTY staff will provide documents requested by the CONSULTANT in a timely manner to support the work.

Indemnification:
The CONSULTANT agrees to hold harmless and indemnify the COUNTY, its officers, employees, and agents from and against all claims, losses, damages, or liability, including

reasonable attorney fees, resulting from the negligence or willful misconduct of the CONSULTANT or its employees and agents in the performance of this MOU.

Authority to Bind:

The Parties represent and agree that the persons signing this MOU have authorization to bind their respective entities to the terms of this MOU.

Modifications and Amendments:
Any amendment or modification of this MOU or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this MOU.

Entire Agreement and Revocation of Prior Agreements:
This MOU embodies the entire understanding between the COUNTY and the CONSULTANT with respect to the specific subject matter hereof, and no prior oral or written representation shall serve to modify or amend this MOU. This MOU may not be modified except in writing as provided above.

Governing Law, Informal Dispute Resolution, Venue:
This MOU shall be governed by and construed in accordance with the laws of the State of Montana. Should a dispute arise regarding the terms of this MOU, the Parties shall first enter into good faith discussions in an attempt to resolve the dispute. Should the dispute result in litigation, the Parties agree that proper venue lies in the Montana 13th Judicial District Court.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____
Mark Morse, Chair

_____
Michael J. Waters, Member

_____
Chris White, Member

Attest:

_____
Jeff Martin
Yellowstone COUNTY Clerk and Recorder

CONSULTANT
KRISTEN ROSA CONSULTING

Kristen Rosa
Kristen Rosa

B.O.C.C. Regular
Meeting Date: 10/06/2026
Title: Amendment to A&E PSA for YCDF Master Plan
Submitted For: Melissa Williams, Deputy County Attorney
Submitted By: Melissa Williams, Deputy County Attorney

TOPIC:
Amendment to A&E PSA for YCDF Master Plan

BACKGROUND:
Amendment to A&E PSA for YCDF Master Plan for updated addendum.

RECOMMENDED ACTION:
Agenda Item

Attachments
Amendment Master Plan

AMENDMENT NO. 1 TO A&E DESIGN PROFESSIONAL SERVICES PROPOSAL AND AGREEMENT

Amendment No. 1, dated as of September 8th, 2026 (the "**Amendment**"), between A&E Design, a Montana professional corporation, having its principal place of business at 124 North 29th Street, Suite 100, Billings, Montana 59101 ("**A&E Design**"), and Yellowstone County, Montana, a political subdivision of the State of Montana, having offices at 217 North 27th Street, Billings, Montana 59101 (the "**County**," referred to as the "Client" in the Existing Agreement, and together with A&E Design, the "**Parties**," and each, a "**Party**").

WHEREAS, the Parties have entered into that certain proposal for professional services from A&E Design to the County dated August 9, 2024, and executed by the County on October 3, 2024, together with the appendix of General Terms and Conditions incorporated therein (collectively, the "**Existing Agreement**"); and

WHEREAS, A&E Design, in association with HDR, has prepared for the County the "Yellowstone County Detention Facility Master Plan Addendum," dated August 2026, updating the 2025 Yellowstone County Detention Facility Master Plan (the "**Master Plan Addendum**"); and

WHEREAS, the Parties desire to amend the Existing Agreement to add the professional services reflected in the Master Plan Addendum to the scope of services under the Existing Agreement and to provide for the associated fee, on the terms and subject to the conditions set forth herein; and

WHEREAS, under the Existing Agreement, additional services may only be added by amending the Existing Agreement in accordance with its terms, and no supplement, modification, or amendment of the Existing Agreement is binding unless executed in writing by both Parties.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement. As of the Effective Date (as defined in Section 3), the Existing Agreement is hereby amended or modified as follows:

(a) Additional Services. The scope of Services under the Existing Agreement is hereby amended to include the professional services performed by A&E Design in preparing the Master Plan Addendum, including the revised space program, site plan, staffing analysis, and updated project cost estimates set forth therein (the "Additional Services"). The Master Plan Addendum is the deliverable for the Additional Services, and the Parties acknowledge that the Additional Services have been completed.

(b) Additional Fee. In consideration of the Additional Services, the County shall pay A&E Design a fixed fee of Fifteen Thousand and 00/100 Dollars ($15,000.00), as reflected in A&E Design invoice no. 24052B01, dated August 17, 2026 (project no.

24052.00). This fee is in addition to the fees payable under the Existing Agreement and is due and payable in accordance with the invoicing and payment terms of the Existing Agreement.

(c) Application of Existing Terms. The Additional Services and the Additional Fee are governed by all terms and conditions of the Existing Agreement, including without limitation the General Terms and Conditions appended thereto (addressing, among other things, standard of care, ownership of data and documents, indemnification, dispute resolution, and governing law), which apply to the Additional Services to the same extent as to the services originally described in the Existing Agreement.

3. Date of Effectiveness; Limited Effect. This Amendment will become effective on the date first written above (the "**Effective Date**"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import will mean and be a reference to the Existing Agreement as amended by this Amendment.

4. Miscellaneous.

(a) This Amendment is governed by and construed in accordance with the laws of the State of Montana, without regard to the conflict of laws provisions of such State, consistent with the governing law of the Existing Agreement.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

A&E DESIGN, a Montana professional corporation

By_____

Name: Dusty Eaton

Title: CEO

YELLOWSTONE COUNTY, MONTANA

By_____
Name: Mark Morse
Title: Chair, Board of County Commissioners

ATTEST:

By: _____

Name:

Title: Clerk and Recorder

B.O.C.C. Regular

3. a.

Meeting Date: 10/06/2026

Title: State Budget Filing FY27

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Yellowstone County Final FY27 Budget - State Filing

BACKGROUND:

Yellowstone County Final FY27 Budget - State Budget Filing

RECOMMENDED ACTION:

Approve.

Attachments

State Budget Filing - FY27

STATE FINANCIAL SERVICES DIVISION
LOCAL GOVERNMENT SERVICES BUREAU
Mitchell Building Room 255, PO Box 200547, Helena, Montana 59620-0547
Phone (406) 444-9101
Local Government Services Bureau Portal

MONTANA

FINAL

BUDGET DOCUMENT

Fiscal Year ending June 30, 2027

Yellowstone County

Form Prescribed by Department of Administration
Local Government Services Bureau
Montana Budgetary, Accounting, and Reporting System

Yellowstone County
FINAL BUDGET DOCUMENT
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BUDGET MESSAGE

Yellowstone County

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

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

August 14, 2026

YELLOWSTONE COUNTY
FISCAL YEAR 2027
FINAL BUDGET SUMMARY

The fiscal year 2027 (FY27) budget is herein presented to the Board of Yellowstone County Commissioners and the citizens of Yellowstone County for their consideration.

The budget has been compiled by the Finance Department with budget requests originating from various County departments, as well as outside entities. The budget requests were presented at budget hearings held June 22nd through June 24th, 2026. The final budget must be adopted by the Board of County Commissioners by the later of the first Thursday following the first Tuesday in September or 30 days after the State of Montana provides certified taxable values. Taxable values are statutorily due to counties no later than the first Monday in August.

The final budget for Fiscal Year 2027 is scheduled for adoption on September 1, 2026.

The final budget includes changes from the preliminary budget resulting from salary and benefit changes, evaluation of capital, personnel, and operating needs, taxable valuation changes, and FY26 year-end cash positions.

OVERVIEW

Overall, Yellowstone County continues to maintain reasonable reserves across the majority of funds thanks to disciplined budget management and higher-than-expected interest collections. The notable exception is the Public Safety – Sheriff Fund, which continues to rely on support from the General fund in order to carry out operations resulting from overcrowding at the Detention Facility.

The Board of County Commissioners is committed to public safety and therefore continues to allow Finance the capacity to re-allocate discretionary mills to address those needs, as well as the needs of other County funds. For fiscal year 2027, mills were reallocated to provide mental health services and weed eradication services, as well as allowing continued operational support of public safety.

The major renovation of the County Courthouse began July 1, 2026, in order to house new judges allocated to Yellowstone County by the State of Montana. It will also include expanded services for the Justice of the Peace, Clerk of District Court and the County Attorney's Office. The renovation is expected to be completed in Fiscal Year 2028 without any debt obligation or operational levy request from the taxpayers of Yellowstone County.

As mentioned above, the Public Safety- Sheriff's Fund is no longer able to support the current level of operations without significant support from the General Fund. Costs have exponentially outpaced the ability to levy property taxes under State law. That combined with high inflationary impacts on various large contracts and purchases over the last several fiscal years, and costly expenditures related to overcapacity at the Detention Facility have all contributed to the decline in reserves for this fund and the need for additional support.

Several steps have been taken over the past couple of fiscal years to address this concern. The process began with an in-depth review of our adult and juvenile criminal justice system that began in 2023 and was completed in 2025. The study determined that an expansion of our Detention Facility was imminent. Following completion of the assessment, the County also conducted public polling to better understand community priorities and preferences related to detention capacity and potential solutions. Over the course of the year, Yellowstone County implemented a number of operational efficiencies. These included construction of the Short-Term Detention Facility, the addition of two District Court judges with specialized dockets and the creation of the Criminal Justice Coordination Council that improved processes for revocations and intake. All efforts were aimed at reducing pressure on the Detention Facility. The final step will be asking the voters to approve a $175 million bond and the associated operational levy to be presented on the November ballot. Yellowstone County remains one of the few counties in the State of Montana that does not have a voter-approved operational levy dedicated to their Sheriff's fund.

MetraPark is on pace for another outstanding year of events this fiscal year. The newly constructed outdoor arena has proven to be especially popular with the rodeo community, drawing high attendance at each competition. Combined with sporting events, concerts, other competitions, and exhibitor shows, this strong activity provides optimism that the year will conclude successfully.

Several major capital improvement projects are also slated to begin during the fiscal year. All projects are projected to be completed without incurring additional debt obligations.

REVENUE BUDGETS

Pursuant to SB117 that was effective beginning this fiscal year, counties received a smaller percentage of newly taxable properties, or growth, than in prior fiscal years. The new bill allows for a reserve fund to be created based on the county-wide levy to be utilized in the event that a large taxpayer experiences a significant decline in taxable value.

Fiscal year 2027 revenues from all sources (including internal transfers) are budgeted at $167 million, of which $79.8 million is derived exclusively from property taxes. This is $5.3 million more than was levied in FY26, however $1.6 million of this property tax revenue is due to carryover mills from the State of Montana recertifying values in March 2026. The county opted to carry over those mills to this fiscal year instead of rebilling property owners last spring. Without those carried over mills that should have been levied in November 2025, the county's revenue would have decreases some over the previous fiscal year. New properties assessed for the first time amounted to slightly over $1.1 million of that increase, $2 million was based upon the inflationary allowance under State law on existing homes, and the balance is attributed to levy authority not utilized last year but now necessary in order to continue providing existing services and benefits. To compare, this is approximately $400,000 less than the same statutory allowance last fiscal year.

This year will not be a reappraisal year by the Montana Department of Revenue. The State is estimating that valuations should remain mostly steady. That said, 142.17 mills will be levied to generate $79.8 million of property tax revenue, and of those, 5.18 are being carried over from the recertification in March by DOR. Last year, 140.95 mills generated approximately $74.5 million in property tax revenue. There were no new voter-approved mills implemented this fiscal year.

The State of Montana's entitlement funding came in 3.44% higher than last fiscal year or $207,320. This was substantially less than the previous year increase of 6.18%.

The permissive medical levy was increased this year by .36 mills which equates to approximately $500,000 in additional levied revenue. Yellowstone County again engaged with a consulting firm to aid in evaluating the plan, with the goal of reducing prescription claims, high-cost medical claims, analyzing participation decisions, and increasing employee premiums. This was necessary as the fund continues to experience the high inflationary trend in medical claims. The State of Montana authorizes Yellowstone County to levy 17.65 mills in fiscal year 2027, which is 4.68 mills more than Yellowstone County will levy. This reduction is predicted to save Yellowstone County taxpayers approximately $2,203,795 this fiscal year.

The mill levy for Big Sky Economic Development was deemed to be part of the general government's discretionary mills last fiscal year. The Board of County Commissioners reallocated those mills to operationally support public safety, particularly the Sheriff Fund. In lieu of the mill levy, Big Sky Economic Development will receive $1.3 million under a Memorandum of Understanding with Yellowstone County.

Over the last couple fiscal years, Yellowstone County was able to benefit from higher than anticipated interest earnings on its pooled investments. Interest rates are expected to remain somewhat stable through most of the fiscal year; however, interest revenue will continue to be conservatively budgeted.

EXPENDITURE BUDGETS

Yellowstone County's fiscal year 2027 budget continues to result in a balanced operational budget. Base appropriations, excluding the Emergency and Capital Improvement Projects funds, are projected to increase 8.17% over the same base appropriations last fiscal year. This percentage assumes everything budgeted will actually be spent, which is unlikely.

Two significant funds experiencing sizeable, budgeted appropriation increases are the Capital Improvement Fund for the remodel of the courthouse due to public safety expansion and the Sheriff's fund for public safety operations. The General Fund is projected to contribute $6 million this fiscal year to those operations. Over the last four previous fiscal years, total support from the General Fund amounts to $10,250,000. At the close of FY27, that total is now expected to rise to $16,250,000. This is unstainable for either fund.

As previously mentioned, Yellowstone County residents will be asked to approve a $175 million bond for the expansion of the Detention Facility and an associated operational levy in November. Yellowstone County remains one of the few counties in the State of Montana that does not have a voter-approved operational levy dedicated to their Sheriff's fund.

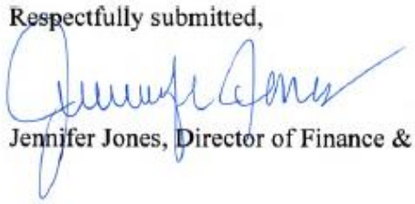
Changes to the preliminary budget were made to the final FY27 budget based upon year-end activity and reserve levels last fiscal year, certified values received from the State of Montana, and input resulting from the June 2026 budget hearings. These are outlined on pages 17-18 of the final budget document.

Staffing levels are budgeted to increase a little less than 1% over last fiscal year. These include: (3) Patrol Deputies; (1) Facilities Supervisor; (1) Code Enforcer/MS4 Inspector; (1) Booking Clerk; (1) Data Analyst for Detectives and (.50) Program Therapist for Youth Services. Three (3) FTEs were eliminated from other departments in order to reduce the financial impact of these new positions. A recap is available for review on the Personnel Recap page of the budget document. In addition to staffing level increases, the Board of County Commissioners approved a modest annual cost of living compensation increase for most current positions.

To account for property tax funding that may not be received in FY27, contingency expenditure budgets have been included in many of the tax-levied funds. This year protested taxes are again estimated at 3.25% for the majority of County funds based on information provided by DOR. These estimates are based upon the possibility of protests due implementation of SB117 and any corrections related to this new property tax law completed by the Montana Department of Revenue. The Road Fund, Library Fund, County and Laurel Planning Funds and Lockwood Pedestrian Safety District are estimated at 3.75% due to expected higher levels of protested valuation affecting only these segregated funds.

I would like to take a moment to thank all the County departments for their assistance with building this budget. Finance's collaboration with others allowed for a financial plan that demonstrates our sound financial position and our continued commitment to address those County needs into the future. I would also like to thank our Senior Accountant, Anna Ullom, for her hard work in assembling this budget herein presented.

Respectfully submitted,



Jennifer Jones, Director of Finance & Budget

BUDGET CERTIFICATION

THIS IS TO CERTIFY that the Annual Budget for Fiscal Year 2027, was prepared according to law and adopted by the governing body of Yellowstone County , on September 1, 2026; and that all financial data and other information set forth herein are complete and correct to the best of my knowledge and belief.

Signed _____ Date 10/6/2026

Printed Name Mark Morse Title Chairman

APPROVED BUDGET RESOLUTION:

RESOLUTION No. 26-48

A RESOLUTION ADOPTING THE FINAL OPERATING BUDGET AND SETTING APPROPRIATION AUTHORITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027

WHEREAS, Section 7-6-4030, MCA, provides that the governing body shall adopt the final budget by resolution. The resolution must:

(a) Authorize appropriations to defray the expenses or liabilities for the fiscal year;
(b) Establish legal spending limits at the level of detail in the resolution; and
(c) Include any increase in property taxes, including an increase authorized under 15-10-420(1) and the amount by which property taxes will increase on homes valued at $100,000, $300,000 and $600,000.

WHEREAS, Section 7-6-4020 requires that a preliminary annual operating budget must be prepared for the local government; and

WHEREAS, Section 7-6-4021 requires that the governing body shall cause a notice of public hearing on the preliminary or amended budget to be published, and

WHEREAS, Section 7-6-4024, provides that the governing body must hold a public hearing in accordance with the notice given pursuant to 7-6-4021; and

WHEREAS, Board of County Commissioners has received levy requests from its County Cemetery and Fire districts' trustees requesting mill levies to fund their operations, and

WHEREAS, The Board of County Commissioners opened a public hearing on June 22, 2026 to remain open until September 1, 2026. Residents of the County are allowed to express their concerns about the proposed budget; and

WHEREAS, The Board of County Commissioners has reviewed the proposed budget, received the estimated ending cash balances for all county funds, made changes to the budget as deemed necessary following the public hearings and from input by elected officials and department heads, and computed the estimated taxes, fees and assessments needed to fund the fiscal year 2027 budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Yellowstone County that;

The final budget after any amendments to the preliminary budget and after considering any public comment is adopted.

This resolution authorizes;

(a) Appropriations to defray the expenses or liabilities for the fiscal year
(b) It sets the legal spending limits at the county fund level. Fund level detail is stated in the formal budget document and established in the County's accounting system.
(c) An increase in countywide mills (1.22 due to carryover mills from recertification by DOR March 2026) on property taxes based on 15-10-420. Permissive health levy increase of .36 mills. Countywide mills estimated to increase $.93, $2.78 and decrease $43.28, for a home valued at $100,000, $300,000 and $600,000, respectively.

(d) Voted/other county district mills increased (4.17 due to carryover mills from recertification by DOR March 2026) on property taxes based on 15-10-420.

IT IS FURTHER RESOLVED by the Board of County Commissioners of Yellowstone County, Montana that the mill levies as shown in Attachment A for the County Fire districts as required by MCA 7-33-2109 and Cemetery districts as required by MCA 7-35-2131 are established.

All such provisions of this Resolution shall be controlled and limited by Montana state law. Should any provisions of this resolution conflict with Montana state law, the applicable law shall control. The remainder of the resolution will not be impacted nor invalidated by any such conflict.

The effective date of this resolution is July 1, 2026, even if the resolution is adopted after that date.

PASSED AND ADOPTED by the Board of County Commissioners of Yellowstone County, Montana this 1st day of September 2026.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA
ATTEST:

YELLOWSTONE COUNTY COUNTY CLERK (SEAL) MONTANA

Mark Morse, Chairman

Jeff Martin, Clerk and Recorder

Michael J. Waters, Member

Chris White, Member

CERTIFIED TAXABLE VALUATION FORM

MONTANA DEPARTMENT OF REVENUE

2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
COUNTY-WIDE LEVY

MONTANA
Form AB-72T
Rev. 6-26

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

1.	2026 Total Market Value[1]	$ 34,152,433,988
2.	2026 Total Taxable Value[2]	$ 487,648,752
3.	2026 Taxable Value of Newly Taxable Property	$ 10,260,818
3A.	Class 4 Newly Taxable	$ 7,497,970
3B.	All Other Classes Newly Taxable	$ 2,092,810
3C.	Abated Property Newly Taxable	$ 670,038
4.	2026 Taxable Value less Incremental Taxable Value[3]	$ 471,215,479
5.	2026 Taxable Value of Net and Gross Proceeds[4] (Class 1 and Class 2)	$ -

6. TIF Districts

Tax Increment District Name	Current Taxable Value[2]	Base Taxable Value	Incremental Value
East Billings	$3,170,097	$1,939,797	$1,230,300
Laurel	$3,297,268	$1,169,223	$2,128,045
South Billings Boulevard	$19,316,300	$13,804,071	$7,596,293
South Billings Boulevard	$3,434,844	$13,804,071	$1,350,780
North 27 Street Expanded	$7,546,867	$4,112,238	$3,434,629
Lockwood	$1,541,588	$848,362	$693,226
		Total Incremental Value	$ 16,433,273

Preparer Dawn Ostermiller Date 8/3/2026

[1]Market value does not include class 1 and class 2 value
[2]Taxable value is calculated after abatements have been applied
[3]This value is the taxable value less total incremental value of all tax increment financing districts
[4]The taxable value of class 1 and class 2 is included in the taxable value totals

---

MONTANA DEPARTMENT OF REVENUE

2026 Certified Taxable Valuation Information

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

MONTANA
Form AB-72T
Rev. 6-26

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

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

6. TIF Districts

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

Preparer Dawn Ostermiller Date 8/3/2026

[1]Market value does not include class 1 and class 2 value
[2]Taxable value is calculated after abatements have been applied
[3]This value is the taxable value less total incremental value of all tax increment financing districts
[4]The taxable value of class 1 and class 2 is included in the taxable value totals

MONTANA DEPARTMENT OF REVENUE

MONTANA
Form AB-72T
Rev. 6-26

2026 Certified Taxable Valuation Information

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

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

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

6. TIF Districts

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

Preparer Dawn Ostermiller Date 8/3/2026

[1]Market value does not include class 1 and class 2 value
[2]Taxable value is calculated after abatements have been applied
[3]This value is the taxable value less total incremental value of all tax increment financing districts
[4]The taxable value of class 1 and class 2 is included in the taxable value totals

MONTANA DEPARTMENT OF REVENUE

MONTANA
Form AB-72T
Rev. 6-26

2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
SOIL CONSERVATION

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

1.	2026 Total Market Value[1]	$ -
2.	2026 Total Taxable Value[2]	$ 314,781,649
3.	2026 Taxable Value of Newly Taxable Property	$ 7,499,892
3A.	Class 4 Newly Taxable	$ 7,499,892
3B.	All Other Classes Newly Taxable	$ (670,038)
3C.	Abated Property Newly Taxable	$ 670,038
4.	2026 Taxable Value less Incremental Taxable Value[3]	$ 307,045,089
5.	2026 Taxable Value of Net and Gross Proceeds[4] (Class 1 and Class 2)	$ -

6. TIF Districts

Tax Increment District Name	Current Taxable Value[2]	Base Taxable Value	Incremental Value
South Billings Boulevard	$3,434,844	$13,804,071	$1,350,780
Lockwood	$1,541,588	$848,362	$693,226
North 27 Street Expanded	$7,546,867	$4,112,238	$3,434,629
East Billings	$3,170,097	$1,939,797	$1,230,300
South Billings Boulevard	$19,316,300	$13,804,071	$7,596,293
Laurel	$3,297,268	$1,169,223	$2,128,045
		Total Incremental Value	$ 7,736,560

Preparer Dawn Ostermiller Date 8/3/2026

[1]Market value does not include class 1 and class 2 value
[2]Taxable value is calculated after abatements have been applied
[3]This value is the taxable value less total incremental value of all tax increment financing districts
[4]The taxable value of class 1 and class 2 is included in the taxable value totals

MONTANA DEPARTMENT OF REVENUE

MONTANA
Form AB-72T
Rev. 6-26

2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
LOCKWOOD PEDESTRIAN LEVY

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

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

6. TIF Districts

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

Preparer Dawn Ostermiller Date 8/3/2026

[1]Market value does not include class 1 and class 2 value
[2]Taxable value is calculated after abatements have been applied
[3]This value is the taxable value less total incremental value of all tax increment financing districts
[4]The taxable value of class 1 and class 2 is included in the taxable value totals

MONTANA DEPARTMENT OF REVENUE

MONTANA
Form AB-72T
Rev. 6-26

2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
COUNTY PLANNING

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

1.	2026 Total Market Value[1]	$ 31,035,421,042
2.	2026 Total Taxable Value[2]	$ 430,663,584
3.	2026 Taxable Value of Newly Taxable Property	$ 9,414,179
3A.	Class 4 Newly Taxable	$ 7,021,682
3B.	All Other Classes Newly Taxable	$ 1,733,663
3C.	Abated Property Newly Taxable	$ 658,834
4.	2026 Taxable Value less Incremental Taxable Value[3]	$ 416,358,356
5.	2026 Taxable Value of Net and Gross Proceeds[4] (Class 1 and Class 2)	$ -

6. TIF Districts

Tax Increment District Name	Current Taxable Value[2]	Base Taxable Value	Incremental Value
East Billings	$3,170,097	$1,939,797	$1,230,300
South Billings Boulevard	$19,316,300	$13,804,071	$7,596,293
South Billings Boulevard	$3,434,844	$13,804,071	$1,350,780
North 27 Street Expanded	$7,546,867	$4,112,238	$3,434,629
Lockwood	$1,541,588	$848,362	$693,226
		Total Incremental Value	$ 14,305,228

Preparer Dawn Ostermiller Date 8/3/2026

[1]Market value does not include class 1 and class 2 value
[2]Taxable value is calculated after abatements have been applied
[3]This value is the taxable value less total incremental value of all tax increment financing districts
[4]The taxable value of class 1 and class 2 is included in the taxable value totals

MONTANA DEPARTMENT OF REVENUE

MONTANA
Form AB-72T
Rev. 6-26

2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
LAUREL COUNTY PLANNING

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

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

6. TIF Districts

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

Preparer Dawn Ostermiller Date 8/3/2026

[1]Market value does not include class 1 and class 2 value
[2]Taxable value is calculated after abatements have been applied
[3]This value is the taxable value less total incremental value of all tax increment financing districts
[4]The taxable value of class 1 and class 2 is included in the taxable value totals

MONTANA DEPARTMENT OF REVENUE

MONTANA
Form AB-72T
Rev. 6-26

2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
WEED CONTROL

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

1.	2026 Total Market Value[1]	$ 34,152,433,988
2.	2026 Total Taxable Value[2]	$ 487,648,752
3.	2026 Taxable Value of Newly Taxable Property	$ 10,260,818
3A.	Class 4 Newly Taxable	$ 7,497,970
3B.	All Other Classes Newly Taxable	$ 2,092,810
3C.	Abated Property Newly Taxable	$ 670,038
4.	2026 Taxable Value less Incremental Taxable Value[3]	$ 471,215,479
5.	2026 Taxable Value of Net and Gross Proceeds[4] (Class 1 and Class 2)	$ -

6. TIF Districts

Tax Increment District Name	Current Taxable Value[2]	Base Taxable Value	Incremental Value
East Billings	$3,170,097	$1,939,797	$1,230,300
Laurel	$3,297,268	$1,169,223	$2,128,045
South Billings Boulevard	$19,316,300	$13,804,071	$7,596,293
South Billings Boulevard	$3,434,844	$13,804,071	$1,350,780
North 27 Street Expanded	$7,546,867	$4,112,238	$3,434,629
Lockwood	$1,541,588	$848,362	$693,226
		Total Incremental Value	$ 16,433,273

Preparer Dawn Ostermiller Date 8/3/2026

[1]Market value does not include class 1 and class 2 value
[2]Taxable value is calculated after abatements have been applied
[3]This value is the taxable value less total incremental value of all tax increment financing districts
[4]The taxable value of class 1 and class 2 is included in the taxable value totals

Yellowstone County
Taxable Valuation/Mill Levy
Ten-Year History and Analysis

NOTE: The analysis below includes only entity-wide levies subject to the limitations of Section 15-10-420, MCA

If applicable, a separate analysis is provided for levies subject to the limitations of Section 15-10-420, MCA that are authorized and actually imposed using a different taxable valuation.

Analyses contained in this report do not include voted or permissive levies. Voted and/or permissive mills levied in the current year are listed below.

FISCAL YEAR	ENTITY-WIDE TAXABLE VALUATION	%INCREASE (DECREASE) FROM PREVIOUS YEAR	TOTAL CURRENT YEAR AUTHORIZED MILL LEVY (Includes Prior Year Carry Forward Mills)	CURRENT YEAR ACTUAL MILL LEVY	CARRY FORWARD MILLS AVAILABLE (May be levied in a subsequent year)
			FY's 2012-2013 through 2016-2017 enter number of mills from prior year budget-page 9. FY's 2017-2018 and forward enter number of mills from line (14) of the applicable Mill Levy Determination Form.	FY's 2012-2013 through 2016-2017 enter number of mills from prior year budget - page 9. FY's 2017-2018 & forward enter number of mills from line (16) of the applicable Mill Levy Determination Form.	The Carry Forward in this column is not cumulative - the current fiscal year carry forward mills available are the full amount that may be levied in a subsequent year. These mills will be included in the next year's total authorized mill levy.
2017 - 2018	359,883,853		97.39	97.39	
2018 - 2019	356,474,476	-0.95%	96.73	96.73	0.00
2019 - 2020	379,555,467	6.47%	95.18	95.18	0.00
2020 - 2021	385,445,243	1.55%	96.45	96.45	0.00
2021 - 2022	398,351,408	3.35%	96.72	96.72	0.00
2022 - 2023	405,847,445	1.88%	68.08	68.05	0.03
2023 - 2024	490,365,808	20.83%	88.40	88.40	0.00
2024 - 2025	493,693,516	0.68%	82.65	82.65	0.00
2025 - 2026	444,986,972	-9.87%	100.38	100.38	0.00
2026 - 2027	471,215,479	5.89%	113.25	113.25	0.00

County Road Fund

FISCAL YEAR	TAXABLE VALUATION	%INCREASE (DECREASE) FROM PREVIOUS YEAR	TOTAL CURRENT YEAR AUTHORIZED MILL LEVY (Includes Prior Year Carry Forward Mills)	CURRENT YEAR ACTUAL MILL LEVY	CARRY FORWARD MILLS AVAILABLE (May be levied in a subsequent year)
2017 - 2018	157,817,893		37.29	37.29	0.00
2018 - 2019	152,434,439	-3.41%	39.71	39.71	0.00
2019 - 2020	166,765,823	9.40%	39.17	39.17	0.00
2020 - 2021	168,897,132	1.28%	39.79	39.79	0.00
2021 - 2022	171,444,646	1.51%	40.47	40.47	0.00
2022 - 2023	175,565,622	2.40%	36.14	36.14	0.00
2023 - 2024	210,100,569	19.67%	34.09	34.09	0.00
2024 - 2025	209,494,870	-0.29%	36.16	36.16	0.00
2025 - 2026	203,879,978	-2.68%	39.66	39.66	0.00
2026 - 2027	210,838,341	3.41%	41.98	41.98	0.00

County Planning Fund

FISCAL YEAR	TAXABLE VALUATION	%INCREASE (DECREASE) FROM PREVIOUS YEAR	TOTAL CURRENT YEAR AUTHORIZED MILL LEVY (Includes Prior Year Carry Forward Mills)	CURRENT YEAR ACTUAL MILL LEVY	CARRY FORWARD MILLS AVAILABLE (May be levied in a subsequent year)
2017 - 2018	314,412,401		1.29	1.29	0.00
2018 - 2019	316,331,990	0.61%	1.33	1.33	0.00
2019 - 2020	331,909,480	4.92%	1.31	1.31	0.00
2020 - 2021	337,027,274	1.54%	1.33	1.33	0.00
2021 - 2022	349,972,141	3.84%	1.33	1.33	0.00
2022 - 2023	357,103,758	2.04%	1.36	1.36	0.00
2023 - 2024	432,550,140	21.13%	1.21	1.21	0.00
2024 - 2025	436,282,313	0.86%	1.26	1.26	0.00
2025 - 2026	387,804,412	-11.11%	1.49	1.50	(0.01)
2026 - 2027	416,358,356	7.36%	1.47	1.47	0.00

Laurel County Planning Fund

FISCAL YEAR	TAXABLE VALUATION	%INCREASE (DECREASE) FROM PREVIOUS YEAR	TOTAL CURRENT YEAR AUTHORIZED MILL LEVY (Includes Prior Year Carry Forward Mills)	CURRENT YEAR ACTUAL MILL LEVY	CARRY FORWARD MILLS AVAILABLE (May be levied in a subsequent year)
2017 - 2018	45,471,452		1.59	1.59	0.00
2018 - 2019	40,142,486	-11.72%	1.83	1.83	0.00
2019 - 2020	47,645,987	18.69%	1.78	1.78	0.00
2020 - 2021	48,417,969	1.62%	1.81	1.81	0.00
2021 - 2022	48,379,267	-0.08%	1.88	1.88	0.00
2022 - 2023	48,743,687	0.75%	1.95	1.90	0.05
2023 - 2024	57,815,668	18.61%	1.88	1.88	0.00
2024 - 2025	57,411,203	-0.70%	2.08	2.08	0.00
2025 - 2026	57,182,560	-0.40%	2.24	2.24	0.00
2026 - 2027	54,857,123	-4.07%	2.57	2.57	0.00

Soil Conservation Fund

FISCAL YEAR	TAXABLE VALUATION	%INCREASE (DECREASE) FROM PREVIOUS YEAR	TOTAL CURRENT YEAR AUTHORIZED MILL LEVY (Includes Prior Year Carry Forward Mills)	CURRENT YEAR ACTUAL MILL LEVY	CARRY FORWARD MILLS AVAILABLE (May be levied in a subsequent year)
2017 - 2018	232,143,771		0.44	0.44	0.00
2018 - 2019	245,726,670	5.85%	0.44	0.44	0.00
2019 - 2020	277,658,655	12.99%	0.40	0.40	0.00
2020 - 2021	270,401,193	-2.61%	0.42	0.42	0.00
2021 - 2022	284,609,168	5.25%	0.43	0.43	0.00
2022 - 2023	288,554,944	1.39%	0.42	0.42	0.00
2023 - 2024	338,226,903	17.21%	0.37	0.37	0.00
2024 - 2025	340,383,621	0.64%	0.40	0.40	0.00
2025 - 2026	286,527,998	-15.82%	0.49	0.50	(0.01)
2026 - 2027	307,045,089	7.16%	0.51	0.51	0.00

Library Fund

FISCAL YEAR	TAXABLE VALUATION	%INCREASE (DECREASE) FROM PREVIOUS YEAR	TOTAL CURRENT YEAR AUTHORIZED MILL LEVY (Includes Prior Year Carry Forward Mills)	CURRENT YEAR ACTUAL MILL LEVY	CARRY FORWARD MILLS AVAILABLE (May be levied in a subsequent year)
2017 - 2018	158,107,304		5.54	5.54	0.00
2018 - 2019	152,721,620	-3.41%	5.90	5.90	0.00
2019 - 2020	166,984,219	9.34%	5.82	5.82	0.00
2020 - 2021	169,125,418	1.28%	5.91	5.91	0.00
2021 - 2022	171,666,963	1.50%	6.01	6.01	0.00
2022 - 2023	175,796,122	2.41%	6.18	6.18	0.00
2023 - 2024	210,378,788	19.67%	5.83	5.83	0.00
2024 - 2025	209,766,452	-0.29%	6.19	6.19	0.00
2025 - 2026	204,083,244	-2.71%	6.79	6.78	0.01
2026 - 2027	211,091,527	3.43%	7.19	7.19	0.00

Voted/Permissive mills levied in the current fiscal year:

Description	Number of Mills levied
Permissive Medical Levy	12.97
Elderly Activities (Seniors)	2.42
Road (voted)	5.5
Public Safety - County Attorney	13.53

STATEMENT OF TAX LEVY/LEVIES

PROPERTY TAX MILL LEVIES FOR FISCAL YEAR 2026-2027

On this sheet, you will find the levy information for tax year 2026 together with a list of special levies that may appear on your tax notice. If you have any questions regarding your tax statement or this mill levy sheet, please feel free to call our office at 256-2802 or 256-2803. Thank you.

HANK PETERS, YELLOWSTONE COUNTY TREASURER

COUNTYWIDE SCHOOL LEVIES:	
Elementary retirement	14.33
Elementary base levy	20.35
High school retirement	7.72
High school base levy	11.40
County transportation	1.95
TOTAL COUNTYWIDE SCHOOL LEVIES	55.75

STATE (EDUCATION):	
County Elementary and High School Equalization	55.00
State Equalization Aid	40.00
University Millage	6.00
Vocational-Technical Schools	1.50
TOTAL STATE MILLAGE	102.50

CITY AND TOWN:	
CITY OF BILLINGS (ALL FUNDS)	**233.66**
CITY OF LAUREL (ALL FUNDS)	**250.07**
TOWN OF BROADVIEW (ALL FUNDS)	**239.51**

COUNTY:	
Bridge	4.41
Elderly Activities - Seniors	4.54
Extension Service	0.79
General	47.35
Liability & Property Insurance	2.05
Mental Health	0.92
METRA (Civic Center) & County Fair - Operations	9.75
Museum	1.60
Permissive Medical Levy	12.97
Public Health	8.04
Public Safety - County Attorney	13.53
Public Safety - Mental Health	3.62
Public Safety - Sheriff	31.74
Weed Control	0.86
TOTAL COUNTY-WIDE LEVY	142.17
County-Wide Levy	142.17
County Planning	1.47
TOTAL COUNTY LEVY FOR BILLINGS RESIDENTS	143.64
County-Wide Levy	142.17
Laurel County Planning	2.57
TOTAL COUNTY LEVY FOR LAUREL RESIDENTS	144.74
County-Wide Levy	142.17
Library	7.19
County Planning	1.47
TOTAL COUNTY LEVY FOR BROADVIEW RESIDENTS	150.83
County-Wide Levy	142.17
Road Fund	47.48
Library	7.19
County Planning	1.47
TOTAL COUNTY LEVY FOR COUNTY DISTRICTS	198.31
County-Wide Levy	142.17
Road Fund	47.48
Library	7.19
County Planning	1.47
Lockwood Pedestrian	12.01
TOTAL COUNTY LEVY FOR LOCKWOOD DISTRICTS	210.32
County-Wide Levy	142.17
Road Fund	47.48
Library	7.19
Laurel County Planning	2.57
TOTAL COUNTY LEVY FOR DISTRICTS 07L, 07DL	199.41

SCHOOL DISTRICT #	2	02	3	3C	4	4C
School District	201.63	201.63	129.01	129.01	121.25	121.25
School Retire. & Transport.	55.75	55.75	55.75	55.75	55.75	55.75
State (Education)	102.50	102.50	102.50	102.50	102.50	102.50
Subtotal Education	**359.88**	**359.88**	**287.26**	**287.26**	**279.50**	**279.50**
City/Town	233.66	0.00	0.00	233.66	0.00	233.66
County	143.64	198.31	198.31	143.64	198.31	143.64
Big Sky Econ. Development	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	**737.18**	**558.19**	**485.57**	**664.56**	**477.81**	**656.80**

SCHOOL DISTRICT #	7	07	07L	7D	7DL	8
School District	172.00	172.00	172.00	172.00	172.00	164.78
School Retire. & Transport	55.75	55.75	55.75	55.75	55.75	55.75
State (Education)	102.50	102.50	102.50	102.50	102.50	102.50
Subtotal Education	**330.25**	**330.25**	**330.25**	**330.25**	**330.25**	**323.03**
City/Town	250.07	0.00	0.00	0.00	0.00	0.00
County	144.74	198.31	199.41	198.31	199.41	198.31
Big Sky Econ. Development	0.00	0.00	0.00	0.00	0.00	0.00
Cemetery District	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	**725.06**	**528.56**	**529.66**	**528.56**	**529.66**	**521.34**

SCHOOL DISTRICT #	8C	15	15A	17	21	021
School District	164.78	339.63	339.63	70.01	63.83	63.83
School Retire. & Transport	55.75	55.75	55.75	55.75	55.75	55.75
State (Education)	102.50	102.50	102.50	102.50	102.50	102.50
Subtotal Education	**323.03**	**497.88**	**497.88**	**228.26**	**222.08**	**222.08**
City/Town	233.66	0.00	0.00	0.00	239.51	0.00
County	143.64	198.31	198.31	198.31	150.83	198.31
Big Sky Econ. Development	0.00	0.00	0.00	0.00	0.00	0.00
Cemetery District	0.00	2.00	0.00	0.00	0.00	0.00
TOTAL	**700.33**	**698.19**	**696.19**	**426.57**	**612.42**	**420.39**

SCHOOL DISTRICT #	23	023	24	24A	26	37
School District	110.15	110.15	159.65	159.65	244.79	272.69
School Retire. & Transport	55.75	55.75	55.75	55.75	55.75	55.75
State (Education)	102.50	102.50	102.50	102.50	102.50	102.50
Subtotal Education	**268.40**	**268.40**	**317.90**	**317.90**	**403.04**	**430.94**
City/Town	233.66	0.00	0.00	0.00	0.00	0.00
County	143.64	198.31	198.31	198.31	210.32	198.31
Big Sky Econ. Development	0.00	0.00	0.00	0.00	0.00	0.00
Cemetery District	0.00	0.00	4.10	0.00	0.00	2.27
TOTAL	**645.70**	**466.71**	**520.31**	**516.21**	**613.36**	**631.52**

SCHOOL DISTRICT #	41	52	052	58
School District	244.96	147.53	147.53	50.98
School Retire. & Transport	55.75	55.75	55.75	55.75
State (Education)	102.50	102.50	102.50	102.50
Subtotal Education	**403.21**	**305.78**	**305.78**	**209.23**
City/Town	0.00	233.66	0.00	0.00
County	198.31	143.64	198.31	198.31
Big Sky Econ. Development	0.00	0.00	0.00	0.00
Cemetery District	0.00	0.00	0.00	0.00
TOTAL	**601.52**	**683.08**	**504.09**	**407.54**

CEMETERY DISTRICTS:	
Huntley Cemetery	4.10
Custer Cemetery	2.00
Shepherd Cemetery	2.27
Broadview Cemetery	0.00

SPECIAL DISTRICTS LISTED BELOW ARE IN ADDITION TO YOUR GENERAL TAX

BROADVIEW FIRE DISTRICT #3 - mills	**0.58**	**COUNTY REFUSE DISTRICT**	**$45.00**
WORDEN FIRE DISTRICT #4 - mills	**25.00**	**SOIL CONSERVATION - mills**	**0.51**
LAUREL FIRE DISTRICT #5 - mills	**33.93**	**SHEEP BOUNTY**	**$0.60 PER HEAD**
LAUREL FIRE DISTRICT #7 - mills	**11.48**	**LOCKWOOD SEWER**	**$25.00**
LOCKWOOD FIRE DISTRICT #8 - mills	**173.00**	**LOCKWOOD BOND**	**$40.00**
LOCKWOOD PHASE I SUB DIST SE - mills	**115.00**	**LOCKWOOD PHASE II SUB 40 YR-PER LOT**	**$197.36**
LOCKWOOD PHASE II SUB 30 YR-PER LOT	**$242.78**		

FIRE SERVICE AREAS

BILLINGS URBAN FIRE SERVICE AREA

Improved Property based upon Market Value

Less than $99,999	**$50.00**
$100,000-$164,999	**$100.00**
$165,000-$219,999	**$200.00**
$220,000-$274,999	**$300.00**
$275,000-$439,999	**$400.00**
$440,000-$604,999	**$600.00**
$605,000-$824,999	**$800.00**
$825,000 or more	**$1,200.00**

Improved property receives the same tax assistance reduction percentage as general taxes.

Undeveloped Land

$.15 per acre, capped at $250.00 per MCA 7-33-2404(2)(b)

Exempt Properties-excluding undeveloped land **$365.00**

SHEPHERD FIRE SERVICE AREA

Flat fee (Residential & Commercial) **$120.00**

BLUE CREEK FIRE SERVICE AREA

Flat fee (Manufactured/Modular Homes)	**$150.00**
Flat fee (Residential)	**$200.00**
Flat fee (Commercial)	**$450.00**

LAUREL URBAN FIRE SERVICE AREA

$35.00 Flat fee (Properties less than $20,000)
$55.00 Flat fee (Properties between $20,000- $49,999)
$70.00 Flat fee (Properties between $50,000-$99,999)
$90.00 Flat fee (Properties between $100,000-$149,999)
$105.00 Flat fee (Properties between $150,000-$199,999)
$125.00 Flat fee (Properties between $200,000-$249,999)
$140.00 Flat fee (Properties valued over $250,000)
$100.00 Flat fee (Tax exempt properties)

HUNTLEY FIRE SERVICE AREA

$55.00 Flat fee (Properties less than $50,000)
$70.00 Flat fee (Properties between $50,000- $99,999)
$90.00 Flat fee (Properties between $100,000-$149,999)
$106.00 Flat fee (Properties between $150,000-$199,999)
$125.00 Flat fee (Properties between $200,000-$249,999)
$140.00 Flat fee (Properties between $250,000-$299,999)
$160.00 Flat fee (Properties between $300,000-$349,999)
$180.00 Flat fee (Properties between $350,000-$399,999)
$200.00 Flat fee (Properties valued over $400,000)
$150.00 Flat fee (For all Commercial & Tax exempt properties)

FUEGO FIRE SERVICE AREA

$.15 per acre with maximum charge of $250.00 per owner
$350 per residence and $500 per business structure.

A. General Fund

Fund #1000

Revenue by Source

Expenditure Summary by Function, Activity and Object

GENERAL FUND SUMMARY OF REVENUES BY SOURCE		Yellowstone County	
SOURCE NO.	SOURCE DESCRIPTION	Previous Year Actual	Final Budget
310000	TAX REVENUES (Do not include Ad Valorem-Mill Levy)		
311040	Net Proceeds Tax	437,164	125,000
312000	Penalty and Interest on Delinquent Taxes	28,526	20,000
313000	Tax Title & Property Sale	3,650	0
314000	Marijuana Local Option Tax	1,018,998	500,000
314140	*Local Option Tax (1/2%)		
316100	Entitlement Levy Transfer		
SUBTOTAL	……	1,488,338	645,000
320000	Licenses and Permits		
322000	Business Licenses		
10	Alcohol Beverage (Liquor/Beer/Wine)		
30	General/Professional and Occupational	2,025	1,000
323000	Non-Business Licenses and Permits		
10	Building Permits		
30	Animal Licenses		
40	Concealed Weapon Permits		
50	Other Miscellaneous Permits	100,964	64,500
SUBTOTAL	……	102,989	65,500
330000	INTERGOVERNMENTAL REVENUES		
331000	Federal Grants (List and Describe)		
333000	Federal Payments in Lieu of Taxes		
20	Taylor Grazing	785	200
40	Payments in Lieu (P.I.L.T.)		
70	Refuge Revenue Sharing		
334000	State Grants (List and Describe)		
15	OCA PSA Program - Jail Diversion	155,740	75,000
335000	State Shared Revenues		
25	Drivers' License Reinstatements		
60	Coal Tax Apportionment		
65	Oil and Gas Production Tax	4,906	5,000
80	911 Emergency Number		
95	District Court Reimbursement		
100	Bed Tax Apportionment		
110	Live Card Game Table Permits		
120	Gambling Machine Permits		
210	Personal Property Tax Reimbursement		
230	State Entitlement Share		
240	HB124 Entitlement	1,122,149	1,160,749

*NOTE: Can be used for any purpose as designated by governing body.

GENERAL FUND SUMMARY OF REVENUES BY SOURCE		Yellowstone County	
SOURCE NO.	SOURCE DESCRIPTION	Previous Year Actual	Final Budget
330000	INTERGOVERNMENTAL REVENUES - cont.		
338000	Local Shared Revenues		
SUBTOTAL	.....	1,283,580	1,240,949
340000	CHARGES FOR SERVICES		
341000	General Government		
10	GIS Sale of Maps	0	2,000
15	Admin Charge for Services	138,300	120,000
20	Attorney Fees		
41	Clerk and Recorder Fees	1,083,571	1,200,000
42	Election Fees	6,110	4,000
50	District Court Clerk's Fees	96,267	80,000
60	Treasurer's Fees (5% New, GVW, etc.)	1,912	1,650
70	Planning Board Fees	0	46,596
90	Central Services and Postage	74,449	87,000
342000	Public Safety		
11	Sheriff's Fees		
12	Board of Prisoners		
20	Fire Protection Fees		
50	Emergency Services		
48	E911 Addressing Agreement	0	27,500
343000	Public Works (List)		
10	Street and Roadway Charges		
343060	Airport Revenue		
343300	Miscellaneous Charges for Services		
10	Cemetery Charges		
20	Sale of Cemetery Plots		
30	Grave Permits		
40	Opening and Closing Charges		
50	Perpetual Care Charges		
60	Weed Control Charges		
344000	Public Health Charges		
346000	Culture and Recreation		
10	Auditorium Use Fees		
20	Golf Fees		
25	General Election Transaction Fees	53,652	25,000
40	Camping Facilities Fees		
70	Library Collections		
100	Fair Revenues		
200	Civic Center Revenues		
SUBTOTAL	.....	1,454,261	1,593,746

GENERAL FUND SUMMARY OF REVENUES BY SOURCE		Yellowstone County	
SOURCE NO.	SOURCE DESCRIPTION	Previous Year Actual	Final Budget
350000	FINES AND FORFEITURES		
351010	Justice Court	585,304	500,000
11	50% Share of Fines		
12	Civil Fines		
13	Drug Forfeitures		
14	Tobacco Possession and Consumption		
351020	District Court Fines		
351030	City/Town Court Fines		
351040	Other		
SUBTOTAL	……..	585,304	500,000
360000	MISCELLANEOUS REVENUES		
361000	Rents		
361500	Lease Revenues		
362000	Rent and Lease Revenues	232,310	158,794
366040	Cash Over/Short	(1,134)	0
369000	Other Income	65,593	35,000
SUBTOTAL	.....	296,769	193,794
370000	INVESTMENT AND ROYALTY EARNINGS		
371000	Investment Earnings	2,060,216	1,673,000
371500	Lease Interest Income		
372000	Royalties	0	5,000
SUBTOTAL	.....	2,060,216	1,678,000
380000	OTHER FINANCING SOURCES		
381000	Proceeds of General Long-Term Debt		
50	Inception of Lease Agreement		
70	Proceeds from Notes/Loans/Intercap		
382000	Proceeds of General Fixed Asset Disposition		
10	Sale of Assets	500	0
SUBTOTAL	……..	500	0
383000	Interfund Operating Transfer (Specify Fund)		
2	From Revolving RSID Fund	0	25,000
6	From Metra	89,310	91,989
9	From Planning	0	93,307
19	From Public Safety	167,452	172,476
25	From Records Preservation	0	128,580
27	From County Attorney	153,250	157,848
30	From Health Insurance Levy	781,674	983,807
40	From GIS (to close fund to 1000)	357,486	0
96	From Road	0	73,245
SUBTOTAL	……..	1,549,172	1,726,252
TOTAL GENERAL FUND NON-TAX REVENUES		8,821,129	7,643,241
			**

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5),* ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53

FUND: Title: Number:	GENERAL 1000	EXPENDITURES BY ACTIVITY AND OBJECT			Yellowstone County Fiscal Year ending June 30, 2027					
ACCOUNT NO.	ACCOUNT	Previous Year F.T.E.	Previous Year Budget	Previous Year Actual	Authorized F.T.E.	(100) Personnel Services	(200-800) Operating & Maintenance	(600-699) Principal & Interest	(900) Capital Outlay	Final Budget
410000	GENERAL GOVERNMENT									
410100	Legislative Services (Commissioners)	4.9	607,475	575,071	5	593,763	47,695	0	0	641,458
410200	Executive Services									0
410320	*District Courts	24.8	1,970,674	1,691,134	25	1,808,573	164,409	0	0	1,972,982
410340	Justice Courts	24	2,608,419	2,284,659	24	2,013,784	713,411	0	10,000	2,737,195
410360	Municipal Courts									0
410400	Administrative Services									0
410500	Financial Services									0
410510	Administration (Finance)	7.2	945,534	847,257	8	828,250	173,787	0	0	1,002,037
410530	Auditing	1.5	150,351	146,630	1.5	144,717	12,245	0	0	156,962
410540	Treasurer	27.66	2,005,916	1,849,376	27.66	1,961,807	168,776	0	0	2,130,583
410550	Accounting									0
410580	Data Processing (IT)	12	1,430,287	1,140,463	13	1,361,538	120,059	0	0	1,481,597
410590	Assessor									0
410600	Elections	5	988,199	900,725	5	571,675	480,171	0	86,700	1,138,546
410700	Purchasing Services									0
410800	Personnel Services (HR)	6	795,129	690,723	6	669,769	112,633	0	0	782,402
410900	Records Administration (Clerk & Recorder)	8.5	822,412	753,612	8.5	692,797	135,838	0	0	828,635
411000	Planning and Research Services (DES/GIS)	4	0	26	3	279,848	116,197	0	4,500	400,545
411100	Legal Services									0
411200	Facilities Administration	4.75	1,882,625	1,133,821	5	392,482	1,401,643	0	0	1,794,125
411300	Central Communication									0
411400	Engineering Services									0
411500	Estate Administration									0
411600	Public School Administration									0
411800	Others - General Fund Miscellaneous	0	4,660,702	2,354,927	0	175,000	4,260,000	0	75,000	4,510,000
										0
										0
										0
										0
										0
SUBTOTAL	.....	130.31	18,867,723	14,368,424	132	11,494,003	7,906,864	0	176,200	19,577,067

*Total shown here should be the total from page 19.

FUND: Title: Number:	GENERAL 1000	EXPENDITURES BY ACTIVITY AND OBJECT			Yellowstone County Fiscal Year ending June 30, 2027					
ACCOUNT NO.	ACCOUNT	Previous Year F.T.E.	Previous Year Budget	Previous Year Actual	Authorized F.T.E.	(100) Personnel Services	(200-800) Operating & Maintenance	(600-699) Principal & Interest	(900) Capital Outlay	Final Budget
420000	PUBLIC SAFETY									
420100	Law Enforcement									0
420200	Detention and Correction (420242)	0	145,000	145,000	0	0	145,000	0	0	145,000
420300	Probation and Parole									0
420400	Fire Protection	0	335,848	295,058	0	8,000	357,848	0	0	365,848
420500	Protective Inspections									0
420600	Civil Defense (DES/GIS)	2	359,021	320,666	1	158,029	106,423	0	0	264,452
420700	Other Emergency Services									0
	Others (List)									0
420050	Involuntary Commitment Transportation	0	60,000	29,365	0	0	50,000	0	0	50,000
_____	_____									0
420800	Coroner Services									0
SUBTOTAL	.....	2	899,869	790,089	1	166,029	659,271	0	0	825,300
430000	PUBLIC WORKS									
430200	Road and Street Services									0
430300	Airport									0
430800	Solid Waste Services									0
430900	Cemetery Services	0	28,000	8,380	0	0	28,000	0	0	28,000
431100	Weed Control									0
	Others (List)									0
										0
										0
SUBTOTAL	.....	0	28,000	8,380	0	0	28,000	0	0	28,000
440000	PUBLIC HEALTH									
440100	Public Health Services									0
440200	Hospitals									0
440300	Nursing Home									0
440400	Mental Health Centers									0
440500	Health Clinics									0
440600	Animal Control Services									0
440700	Insect and Pest Control									0
	Others (List)									0
_____	_____									0
_____	_____									0
SUBTOTAL	.....	0	0	0	0	0	0	0	0	0

FUND: Title: Number:	GENERAL 1000	EXPENDITURES BY ACTIVITY AND OBJECT			Yellowstone County Fiscal Year ending June 30, 2027					
ACCOUNT NO.	ACCOUNT	Previous Year F.T.E.	Previous Year Budget	Previous Year Actual	Authorized F.T.E.	(100) Personnel Services	(200-800) Operating & Maintenance	(600-699) Principal & Interest	(900) Capital Outlay	Final Budget
450000	SOCIAL AND ECONOMIC SERVICES									
450100	Welfare									0
450110	Administration									0
450120	Institutional Care									0
450130	Direct Assistance	0	137,500	137,500	0	0	137,500	0	0	137,500
450131	General Assistance									0
450132	Old-Age Assistance									0
450133	Aid-To-Dependent Children									0
450134	Medical Relief									0
450136	Burial of Indigent									0
450140	Intergovernmental Welfare Payments									0
450141	Family Services									0
450142	Foster Care									0
450150	Vendor Welfare Services									0
450200	Veterans Services	0	50,000	26,750	0	0	50,000	0	0	50,000
450300	Aging Services									0
450400	Extension Services									0
	Others (List)									0
450600	YSC Shelter Care/ Secure Detention Support	0	1,088,443	1,088,443	0	0	1,121,096	0	0	1,121,096
450600	CASA Support	0	195,000	195,000	0	0	195,000	0	0	195,000
SUBTOTAL	.....	0	1,470,943	1,447,693	0	0	1,503,596	0	0	1,503,596
460000	CULTURE AND RECREATION									
460100	Library Services									0
460200	Fairs									0
460300	Community Grants									0
460400	Parks and Recreation Services									0
	Others (List)									0
_____	_____									0
SUBTOTAL	.....	0	0	0	0	0	0	0	0	0
470000	HOUSING AND COMMUNITY DEV.									
470100	Community Public Facility Projects									0
470200	Housing Rehab									0
470300	Economic Development									0
470400	TSEP/Home									0
470500	Home-Rental Assistance									0
SUBTOTAL	.....	0	0	0	0	0	0	0	0	0

FUND: Title: Number:	GENERAL 1000	EXPENDITURES BY ACTIVITY AND OBJECT			Yellowstone County Fiscal Year ending June 30, 2027					
ACCOUNT NO.	ACCOUNT	Previous Year F.T.E.	Previous Year Budget	Previous Year Actual	Authorized F.T.E.	(100) Personnel Services	(200-800) Operating & Maintenance	(600-699) Principal & Interest	(900) Capital Outlay	Final Budget
480000	CONSERVATION OF NATURAL RESOURCES									
480100	Soil Conservation									0
480200	Water Quality Control									0
480300	Air Quality Control	0	27,020	27,020	0	0	27,020	0	0	27,020
	Others (List)									0
SUBTOTAL	.....	0	27,020	27,020	0	0	27,020	0	0	27,020
490000	DEBT SERVICE									
490400	Interest on Registered Warrants									0
490500	Interest and Principal Payments									0
490600	Interest and Principal Payments - Leases									0
SUBTOTAL	.....	0	0	0	0	0	0	0	0	0
510000	MISCELLANEOUS									
*510100	Special Assessments									0
	Others (List)									0
_____	_____									0
_____	_____									0
SUBTOTAL	.....	0	0	0	0	0	0	0	0	0
520000	OTHER FINANCING USES									
521000	Operating Transfers Out									0
	(Itemize by Fund)									0
521001.820	Transfer to Road	0	26,600	26,576	0	0	28,000	0	0	28,000
521001.826	Transfer to GIS	0	150,000	150,000	0	0	0	0	0	0
521001.827	Transfer to SB117	0	0	0	0	0	30,000	0	0	30,000
521001.829	Transfer to Capital Improvements	0	4,500,000	4,500,000	0	0	5,500,000	0	0	5,500,000
521002	Transfer to Public Safety	0	4,000,000	4,000,000	0	0	6,000,000	0	0	6,000,000
521003	Transfer to Blight	0	0	0	0	0	100,000	0	0	100,000
521004	Transfer to Tech	0	400,000	400,000	0	0	200,000	0	0	200,000
521007	Transfer to YSC	0	0	0	0	0	200,000	0	0	200,000
SUBTOTAL	.....	0	9,076,600	9,076,576	0	0	12,058,000	0	0	12,058,000
	TOTAL EXPENDITURES	132	30,370,155	25,718,182	133	11,660,032	22,182,751	0	176,200	34,018,983
										**

* CITY/COUNTY PORTION OF SID BONDS/MAINTENANCE

** INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

Yellowstone County
Fiscal Year ending June 30, 2027
DISTRICT COURT SUPPLEMENTAL SCHEDULE (If included in General Fund)

Please detail expenditures for the District Court Fund as follows:

ACCOUNT NUMBER	DESCRIPTION	DISTRICT COURT
410300	Judicial Services	
410320	District Court Criminal (Reimbursable)	
410322	Jury	
410324	Prosecution	
410325	Court Reporting	
410326	Indigent Defense	
410328	Psychiatric Exam	
SUBTOTAL - Reimbursable		0
410330	District Court - Other (Non-reimbursable)	1,691,134
410331	Administration	
410332	Jury	
410333	Judicial Services	
410334	Prosecution	
410335	Court Reporting	
410336	Indigent Defense	
410337	Law Library	
410338	Psychiatric Exam	
420340	Juvenile Probation	
Subtotal-Non Reimbursable		1,691,134
TOTAL DISTRICT COURT……..**		1,691,134

**Total shown here should be the total from page 15.

B. Special Revenue Funds

2000

Revenue by Source

Expenditures Summary by Function, Activity and Object

Yellowstone County
SUMMARY OF APPROPRIATIONS BY FUND AND OBJECT
Fiscal Year ending June 30, 2027
SPECIAL REVENUE - OPERATING FUNDS

2000 FUNDS

FUND NO.	FUND NAME	FTE	PERSONNEL	O & M	CAPITAL OUTLAY	TOTAL*	Page #
2110	Road	37.5	$ 4,021,383	$14,304,334	$ 60,000	$ 18,385,717	24-25
2130	Bridge	0	$ -	$ 2,318,500	$ -	$ 2,318,500	26-27
2140	Weed	2	$ 238,704	$ 273,933	$ -	$ 512,637	28
2150	Predatory Animal	0	$ -	$ 1,040	$ -	$ 1,040	46
2190	Liability & Property Insurance	7	$ 958,895	$ 1,960,956	$ 5,500	$ 2,925,351	29
2210	County Parks	0	$ -	$ 165,712	$ 164,601	$ 330,313	46
2220	Library	0	$ -	$ 1,747,896	$ -	$ 1,747,896	30
2250	Billings/County Planning	0	$ -	$ 729,901	$ -	$ 729,901	31
2255	Laurel Planning	0	$ -	$ 153,451	$ -	$ 153,451	32
2256	Blight Abatement	1	$ 107,534	$ 13,367	$ -	$ 120,901	47
2260	Emergency (COVID-19)	0	$ -	$ 380,000	$ 100,000	$ 480,000	47
2270	Public Health	0	$ -	$ 3,952,309	$ -	$ 3,952,309	33
2271	Mental Health	0	$ -	$ 459,578	$ -	$ 459,578	34
2272	Public Safety - Mental Health	0	$ -	$ 2,756,000	$ -	$ 2,756,000	35
2275	Lockwood Pedestrian Safety	0	$ -	$ 360,376	$ 300,000	$ 660,376	36
2280	Senior Citizens	0	$ -	$ 2,203,594	$ -	$ 2,203,594	37
2290	Extension	1.75	$ 176,244	$ 277,355	$ -	$ 453,599	38
2300	Public Safety - Sheriff	224.5	$25,202,298	$15,835,260	$1,117,000	$ 42,154,558	39
2301	Public Safety - County Attorney	59	$ 6,787,015	$ 1,863,681	$ 225,000	$ 8,875,696	40
2310	Lockwood TEDD	0	$ -	$ 200,000	$ 500,000	$ 700,000	41
2360	Museum	0	$ 24,000	$ 866,714	$ 120,000	$ 1,010,714	42
2371	Permissive Medical Levy	0	$ -	$ 6,269,544	$ -	$ 6,269,544	43
2384	Soil Conservation	0	$ -	$ 160,957	$ -	$ 160,957	44
2390	Federal Drug Forfeiture	0	$ -	$ 57,000	$ 40,000	$ 97,000	48
2391	Local Drug Forfeiture	0	$ -	$ 49,304	$ 25,000	$ 74,304	48
2393	Records Preservation	0	$ -	$ 206,272	$ 15,000	$ 221,272	49
2399	Youth Services Center	35.5	$ 3,407,513	$ 670,000	$ -	$ 4,077,513	49
2500	RSID Maintenance	0	$ -	$ 1,800,000	$ 300,000	$ 2,100,000	45
2800	Alcohol Rehab	0	$ -	$ 500,000	$ -	$ 500,000	50
2830	Junk Vehicle	2	$ 177,556	$ 75,722	$ -	$ 253,278	50
2900	PILT	0	$ -	$ 305,000	$ 125,000	$ 430,000	51
2950	DUI Task Force	0	$ -	$ 100,909	$ -	$ 100,909	51
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
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						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
TOTAL		370.25	$41,101,142	$61,018,665	$3,097,101	$ 105,216,908	

*Total should be same as expenditures of the corresponding Special Revenue Fund

SPECIAL REVENUE FUNDS REVENUE BY SOURCE			
FUND:			
Title:	ROAD FUND	Yellowstone County	
Number:	2110	Fiscal Year ending June 30, 2027	
ACCOUNT NO.	ACCOUNT	Prior Year Actual	Final Budget
310000	TAX REVENUES		
312000	Penalty and Interest on Delinquent Taxes	10,050	6,500
311040	Net Proceeds Tax	520,499	125,000
316100	Entitlement Levy Transfer		
SUBTOTAL	.....	530,549	131,500
NON-TAX REVENUES			
320000	LICENSES AND PERMITS		
321040	Single Permits	465	400
323040	Street Permits	53,409	35,000
SUBTOTAL	.....	53,874	35,400
330000	INTERGOVERNMENTAL REVENUES		
333000	Federal Payments in Lieu of Taxes		
10	Forest Reserve		
30	Bankhead Jones		
40	Payments in Lieu of Taxes (P.I.L.T.)		
50	Range Grazing (BLM) Fee		
60	Bureau of Indian Affairs (BIA)		
334000	State Grants (List and Describe)		
335000	State Shared Revenues		
40	Gas Tax	715,260	739,160
210	Personal Property Tax Reimbursement		
230	State Entitlement Share		
240	HB124 Entitlement	2,391,054	2,473,302
337013	Bankhead Jones	2,544	2,500
SUBTOTAL	.....	3,108,858	3,214,962
340000	CHARGES FOR SERVICES		
341015	Admin Charge for Service	0	25,000
341096	Bridge Service	80,000	180,000
343010	Park Admin Service	20,000	20,000
346025	Electronic Transaction Fee	(511)	0
SUBTOTAL	.....	99,489	225,000
360000	MISCELLANEOUS REVENUES		
361000	Rents/Leases		
362000	Other	4,372	5,000
SUBTOTAL	.....	4,372	5,000
370000	INVESTMENT/ROYALTY/EARNINGS		
371010	Interest Earnings		
SUBTOTAL	.....	0	0
380000	OTHER FINANCING SOURCES		
383000	Transfers In		
02	From General Fund	26,576	28,000
30	From Health Insurance Levy	237,017	278,100
SUBTOTAL	.....	263,593	306,100
TOTAL NON-TAX REVENUES..... **		4,060,735	3,917,962

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

FUND: Title: Number:	ROAD FUND 2110	EXPENDITURES BY ACTIVITY AND OBJECT			Yellowstone County Fiscal Year ending June 30, 2027				
ACCOUNT NO.	ACCOUNT	Previous Year F.T.E.	Previous Year Budget	Previous Year Actual	Authorized F.T.E.	(100) Personnel Services	(200-800) Operating & Maintenance	(900) Capital Outlay	Final Budget
410000	GENERAL GOVERNMENT								
410100	Legislative Services								0
410200	Executive Services								0
	(Commissioners)								0
									0
									0
SUBTOTAL	.....	0	0	0	0	0	0	0	0
430000	PUBLIC WORKS								
430200	Road and Street Services	37.1	11,722,953	6,438,784	37.5	4,021,383	8,964,089	60,000	13,045,472
430260	Street Lighting	0	57,000	54,401	0	0	67,000	0	67,000
									0
									0
									0
									0
									0
									0
									0
SUBTOTAL	.....	37.1	11,779,953	6,493,185	37.5	4,021,383	9,031,089	60,000	13,112,472
									0
									0
520000	OTHER FINANCING USES								0
521000	Transfers Out	0	4,269,757	4,069,757	0	0	5,273,245	0	5,273,245
									0
									0
									0
									0
SUBTOTAL	.....	0	4,269,757	4,069,757	0	0	5,273,245	0	5,273,245
TOTAL EXPENDITURES.....		37.1	16,049,710	10,562,942	37.5	4,021,383	14,304,334	60,000	18,385,717

**INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

SPECIAL REVENUE FUNDS REVENUE BY SOURCE			
FUND:			
Title:	BRIDGE FUND	Yellowstone County	
Number:	2130	Fiscal Year ending June 30, 2027	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
310000	TAX REVENUES		
312000	Penalty and Interest on Delinquent Taxes	2,989	1,750
314200	Net Proceeds Tax	48,180	20,000
316000	Entitlement Levy Transfer		
SUBTOTAL	.....	51,169	21,750
NON-TAX REVENUES			
320000	LICENSES AND PERMITS		
SUBTOTAL	.....	0	0
330000	INTERGOVERNMENTAL REVENUES		
333000	Federal Payments in Lieu of Taxes		
10	Forest Reserve		
30	Bankhead Jones		
40	Payments in Lieu of Taxes (P.I.L.T.)		
50	Range Grazing (BLM) Fee		
60	Bureau of Indian Affairs (BIA)		
334000	State Grants (List and Describe)		
335000	State Shared Revenues		
65	Oil and Gas Production Tax		
210	Personal Property Tax Reimbursement		
230	State Entitlement Share		
240	HB124 Entitlement	65,092	67,331
SUBTOTAL	.....	65,092	67,331
340000	CHARGES FOR SERVICES		
343000	Public Works		
SUBTOTAL	.....	0	0
360000	MISCELLANEOUS REVENUES		
361000	Rents/Leases		
362000	Other		
SUBTOTAL	.....	0	0
370000	INVESTMENT/ROYALTY/EARNINGS		
371010	Interest Earnings		
SUBTOTAL	.....	0	0
380000	OTHER FINANCING SOURCES		
383000	Transfers In		
SUBTOTAL	.....	0	0
TOTAL NON-TAX REVENUES..... **		116,261	89,081

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

FUND: Title: Number:	BRIDGE FUND 2130	EXPENDITURES BY ACTIVITY AND OBJECT			Yellowstone County Fiscal Year ending June 30, 2027				
ACCOUNT NO.	ACCOUNT	Previous Year F.T.E.	Previous Year Budget	Previous Year Actual	Authorized F.T.E.	(100) Personnel Services	(200-800) Operating & Maintenance	(900) Capital Outlay	Final Budget
410000	GENERAL GOVERNMENT								
410100	Legislative Services								0
410200	Executive Services								0
	(Commissioners)								0
									0
									0
SUBTOTAL	.....	0	0	0	0	0	0	0	0
430000	PUBLIC WORKS								
430200	Road and Street Services								0
430244	Bridges	0	835,500	581,095	0	0	1,118,500	0	1,118,500
									0
									0
									0
									0
									0
									0
									0
SUBTOTAL	.....	0	835,500	581,095	0	0	1,118,500	0	1,118,500
									0
									0
520000	OTHER FINANCING USES								0
521000	Transfers Out	0	2,000,000	2,000,000	0	0	1,200,000	0	1,200,000
									0
									0
									0
									0
SUBTOTAL	.....	0	2,000,000	2,000,000	0	0	1,200,000	0	1,200,000
TOTAL EXPENDITURES.....		0	2,835,500	2,581,095	0	0	2,318,500	0	2,318,500

**INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**OTHER LEVIED FUNDS**		
Title:	**Weed**	**Yellowstone County**	
Number:	**2140**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
310000	TAX REVENUES		
312000	Penalty and Interest on Delinquent Taxes	578	300
311040	Net Proceeds Tax	9,611	5,000
316100	Entitlement Levy Transfer		
SUBTOTAL	.....	10,189	5,300
NON-TAX REVENUES			
320000	LICENSES AND PERMITS		
SUBTOTAL	.....	0	0
330000	INTERGOVERNMENTAL REVENUES		
334000	State Grants (List)		
335000	State Shared Revenues		
65	Oil and Gas Production Tax		
210	Personal Property Tax Reimbursement		
230	State Entitlement Share		
240	HB124 Entitlement	10,849	11,222
SUBTOTAL	.....	10,849	11,222
340000	CHARGES FOR SERVICES		
343360	Contract spraying	44,571	42,000
SUBTOTAL	.....	44,571	42,000
360000	MISCELLANEOUS REVENUES		
361000	Rents/Leases		
362000	Other	1,281	1,000
SUBTOTAL	.....	1,281	1,000
370000	INVESTMENT/ROYALTY/EARNINGS		
371010	Interest Earnings		
SUBTOTAL	.....	0	0
380000	OTHER FINANCING SORUCES		
383030	Sale of Fixed Assets	13,276	0
383026	Transfers In - from PILT	20,000	20,000
383030	Transfers In - from Health Ins Levy	13,458	14,832
SUBTOTAL	.....	46,734	34,832
TOTAL NON-TAX REVENUES..... **		113,624	94,354
EXPENDITURES			
431100.1XX	Personnel	248,787	238,704
431100.2XX-8XX	O & M	300,467	273,933
431100.9XX	Capital Outlay	0	0
521000.82X	Transfers Out	0	0
TOTAL EXPENDITURES..... ***		549,254	512,637

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

***INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**OTHER LEVIED FUNDS**		
Title:	**Liability & Property Insurance**	**Yellowstone County**	
Number:	**2190**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
310000	TAX REVENUES		
312000	Penalty and Interest on Delinquent Taxes	1,643	750
311040	Net Proceeds Tax	28,832	15,000
316100	Entitlement Levy Transfer		
SUBTOTAL	.....	30,475	15,750
NON-TAX REVENUES			
320000	LICENSES AND PERMITS		
SUBTOTAL	.....	0	0
330000	INTERGOVERNMENTAL REVENUES		
334000	State Grants (List)		
335000	State Shared Revenues		
65	Oil and Gas Production Tax		
210	Personal Property Tax Reimbursement		
230	State Entitlement Share		
240	HB124 Entitlement	644,775	666,953
SUBTOTAL	.....	644,775	666,953
340000	CHARGES FOR SERVICES		
341015	Admin Charge for Service	535,323	537,768
SUBTOTAL	.....	535,323	537,768
360000	MISCELLANEOUS REVENUES		
361000	Rents/Leases		
362000	Other	15,726	0
SUBTOTAL	.....	15,726	0
370000	INVESTMENT/ROYALTY/EARNINGS		
371010	Interest Earnings	58,805	43,000
SUBTOTAL	.....	58,805	43,000
380000	OTHER FINANCING SORUCES		
383000	Transfers In		
383030	Transfers In - from Health Ins Levy	47,101	51,912
SUBTOTAL	.....	47,101	51,912
TOTAL NON-TAX REVENUES..... **		1,332,205	1,315,383
EXPENDITURES			
510333.1XX	Personnel	900,600	958,895
510333.2XX-8XX	O & M	61,044	95,956
510330.2XX-8XX	O & M	1,030,290	1,050,500
510200.2XX-8XX	O & M	71,932	814,500
510333.9XX	Capital Outlay		5,500
TOTAL EXPENDITURES..... ***		2,063,866	2,925,351

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

***INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**OTHER LEVIED FUNDS**		
Title:	**Library**	**Yellowstone County**	
Number:	**2220**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
310000	TAX REVENUES		
312000	Penalty and Interest on Delinquent Taxes	1,523	750
311040	Net Proceeds Tax	78,277	40,000
316100	Entitlement Levy Transfer		
SUBTOTAL	.....	79,800	40,750
NON-TAX REVENUES			
320000	LICENSES AND PERMITS		
SUBTOTAL	.....	0	0
330000	INTERGOVERNMENTAL REVENUES		
334000	State Grants (List)		
335000	State Shared Revenues		
65	Oil and Gas Production Tax		
210	Personal Property Tax Reimbursement		
230	State Entitlement Share		
240	HB124 Entitlement	183,825	190,148
SUBTOTAL	.....	183,825	190,148
340000	CHARGES FOR SERVICES		
SUBTOTAL	.....	0	0
360000	MISCELLANEOUS REVENUES		
361000	Rents/Leases		
362000	Other		
SUBTOTAL	.....	0	0
370000	INVESTMENT/ROYALTY/EARNINGS		
371010	Interest Earnings		
SUBTOTAL	.....	0	0
380000	OTHER FINANCING SORUCES		
383000	Transfers In		
383030	Transfers In - from Health Ins Levy		
SUBTOTAL	.....	0	0
TOTAL NON-TAX REVENUES..... **		263,625	230,898
EXPENDITURES			
460100.1XX	Personnel	0	0
460100.2XX-8XX	O & M	1,626,344	1,747,896
460100.9XX	Capital Outlay	0	0
521000.8XX	Transfers Out	0	0
TOTAL EXPENDITURES..... ***		1,626,344	1,747,896

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

***INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON TAX LEVY REQUIREMENT SCHEDULE ON PAGE 53.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**OTHER LEVIED FUNDS**		
Title:	**City/ County Planning**	**Yellowstone County**	
Number:	**2250**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
310000	TAX REVENUES		
312000	Penalty and Interest on Delinquent Taxes	948	500
311040	Net Proceeds Tax	15,934	10,000
316100	Entitlement Levy Transfer		
SUBTOTAL	.....	16,882	10,500
NON-TAX REVENUES			
320000	LICENSES AND PERMITS		
SUBTOTAL	.....	0	0
330000	INTERGOVERNMENTAL REVENUES		
334000	State Grants (List)		
335000	State Shared Revenues		
65	Oil and Gas Production Tax		
210	Personal Property Tax Reimbursement		
230	State Entitlement Share		
240	HB124 Entitlement	104,268	107,854
SUBTOTAL	.....	104,268	107,854
340000	CHARGES FOR SERVICES		
SUBTOTAL	.....	0	0
360000	MISCELLANEOUS REVENUES		
361000	Rents/Leases		
362000	Other		
SUBTOTAL	.....	0	0
370000	INVESTMENT/ROYALTY/EARNINGS		
371010	Interest Earnings		
SUBTOTAL	.....	0	0
380000	OTHER FINANCING SORUCES		
383000	Transfers In		
383030	Transfers In - from Health Ins Levy		
SUBTOTAL	.....	0	0
TOTAL NON-TAX REVENUES..... **		121,150	118,354
EXPENDITURES			
411000.1XX	Personnel	0	0
411000.2XX-8XX	O & M	616,863	636,594
411000.9XX	Capital Outlay	0	0
521000.82X	Transfers Out	90,458	93,307
TOTAL EXPENDITURES..... ***		707,321	729,901

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

***INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON TAX LEVY REQUIREMENT SCHEDULE ON PAGE 53.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**OTHER LEVIED FUNDS**		
Title:	**Laurel Planning**	**Yellowstone County**	
Number:	**2255**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
310000	TAX REVENUES		
312000	Penalty and Interest on Delinquent Taxes	80	50
311040	Net Proceeds Tax		
316100	Entitlement Levy Transfer		
SUBTOTAL	.....	80	50
NON-TAX REVENUES			
320000	LICENSES AND PERMITS		
SUBTOTAL	.....	0	0
330000	INTERGOVERNMENTAL REVENUES		
334000	State Grants (List)		
335000	State Shared Revenues		
65	Oil and Gas Production Tax		
210	Personal Property Tax Reimbursement		
230	State Entitlement Share		
240	HB124 Entitlement	12,054	12,468
SUBTOTAL	.....	12,054	12,468
340000	CHARGES FOR SERVICES		
SUBTOTAL	.....	0	0
360000	MISCELLANEOUS REVENUES		
361000	Rents/Leases		
362000	Other		
SUBTOTAL	.....	0	0
370000	INVESTMENT/ROYALTY/EARNINGS		
371010	Interest Earnings		
SUBTOTAL	.....	0	0
380000	OTHER FINANCING SORUCES		
383000	Transfers In		
383030	Transfers In - from Health Ins Levy		
SUBTOTAL	.....	0	0
TOTAL NON-TAX REVENUES..... **		12,134	12,518
EXPENDITURES			
411000.1XX	Personnel	0	0
411000.2XX-8XX	O & M	128,496	153,451
411000.9XX	Capital Outlay	0	0
521000.82X	Transfers Out	0	0
TOTAL EXPENDITURES..... ***		128,496	153,451

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

***INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON TAX LEVY REQUIREMENT SCHEDULE ON PAGE 53.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**OTHER LEVIED FUNDS**		
Title:	**Public Health (Riverstone)**	**Yellowstone County**	
Number:	**2270**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
310000	TAX REVENUES		
312000	Penalty and Interest on Delinquent Taxes	5,504	2,500
311040	Net Proceeds Tax	88,014	45,000
316100	Entitlement Levy Transfer		
SUBTOTAL	.....	93,518	47,500
NON-TAX REVENUES			
320000	LICENSES AND PERMITS		
SUBTOTAL	.....	0	0
330000	INTERGOVERNMENTAL REVENUES		
334000	State Grants (List)		
335000	State Shared Revenues		
65	Oil and Gas Production Tax		
210	Personal Property Tax Reimbursement		
230	State Entitlement Share		
240	HB124 Entitlement	101,255	104,737
SUBTOTAL	.....	101,255	104,737
340000	CHARGES FOR SERVICES		
SUBTOTAL	.....	0	0
360000	MISCELLANEOUS REVENUES		
361000	Rents/Leases		
362000	Other		
SUBTOTAL	.....	0	0
370000	INVESTMENT/ROYALTY/EARNINGS		
371010	Interest Earnings	19,620	14,000
SUBTOTAL	.....	19,620	14,000
380000	OTHER FINANCING SORUCES		
383000	Transfers In		
383030	Transfers In - from Health Ins Levy		
SUBTOTAL	.....	0	0
TOTAL NON-TAX REVENUES..... **		214,393	166,237
EXPENDITURES			
440110.1XX	Personnel	0	0
440110.2XX-8XX	O & M	3,819,772	3,952,309
440110.9XX	Capital Outlay	0	0
521000.82X	Transfers Out	0	0
TOTAL EXPENDITURES..... ***		3,819,772	3,952,309

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

***INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON TAX LEVY REQUIREMENT SCHEDULE ON PAGE 53.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**OTHER LEVIED FUNDS**		
Title:	**Mental Health**	**Yellowstone County**	
Number:	**2271**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
310000	TAX REVENUES		
312000	Penalty and Interest on Delinquent Taxes	633	200
311040	Net Proceeds Tax	11,634	5,000
316100	Entitlement Levy Transfer		
SUBTOTAL	.....	12,267	5,200
NON-TAX REVENUES			
320000	LICENSES AND PERMITS		
SUBTOTAL	.....	0	0
330000	INTERGOVERNMENTAL REVENUES		
334000	State Grants (List)		
335000	State Shared Revenues		
65	Oil and Gas Production Tax		
210	Personal Property Tax Reimbursement		
230	State Entitlement Share		
240	HB124 Entitlement	9,041	9,351
SUBTOTAL	.....	9,041	9,351
340000	CHARGES FOR SERVICES		
SUBTOTAL	.....	0	0
360000	MISCELLANEOUS REVENUES		
361000	Rents/Leases		
362000	Other		
SUBTOTAL	.....	0	0
370000	INVESTMENT/ROYALTY/EARNINGS		
371010	Interest Earnings		
SUBTOTAL	.....	0	0
380000	OTHER FINANCING SORUCES		
383000	Transfers In		
383030	Transfers In - from Health Ins Levy		
SUBTOTAL	.....	0	0
TOTAL NON-TAX REVENUES..... **		21,308	14,551
EXPENDITURES			
440400.1XX	Personnel	0	0
440400.2XX-8XX	O & M	445,578	459,578
440400.9XX	Capital Outlay	0	0
521000.82X	Transfers Out	0	0
TOTAL EXPENDITURES..... ***		445,578	459,578

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

***INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON TAX LEVY REQUIREMENT SCHEDULE ON PAGE 53.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**OTHER LEVIED FUNDS**		
Title:	**Public Safety - Mental Health**	**Yellowstone County**	
Number:	**2272**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
310000	TAX REVENUES		
312000	Penalty and Interest on Delinquent Taxes	2,470	1,000
311040	Net Proceeds Tax	39,581	10,000
316100	Entitlement Levy Transfer		
SUBTOTAL	.....	42,051	11,000
NON-TAX REVENUES			
320000	LICENSES AND PERMITS		
SUBTOTAL	.....	0	0
330000	INTERGOVERNMENTAL REVENUES		
334000	State Grants (List)		
335000	State Shared Revenues		
65	Oil and Gas Production Tax		
210	Personal Property Tax Reimbursement		
230	State Entitlement Share		
240	HB124 Entitlement	46,408	48,004
SUBTOTAL	.....	46,408	48,004
340000	CHARGES FOR SERVICES		
SUBTOTAL	.....	0	0
360000	MISCELLANEOUS REVENUES		
361000	Rents/Leases		
362000	Other		
SUBTOTAL	.....	0	0
370000	INVESTMENT/ROYALTY/EARNINGS		
371010	Interest Earnings		
SUBTOTAL	.....	0	0
380000	OTHER FINANCING SORUCES		
383000	Transfers In		
383030	Transfers In - from Health Ins Levy		
SUBTOTAL	.....	0	0
TOTAL NON-TAX REVENUES..... **		88,459	59,004
EXPENDITURES			
440400.1XX	Personnel	0	0
440400.2XX-8XX	O & M	796,673	2,756,000
440400.9XX	Capital Outlay	0	0
521000.82X	Transfers Out	0	0
TOTAL EXPENDITURES..... ***		796,673	2,756,000

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

***INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON TAX LEVY REQUIREMENT SCHEDULE ON PAGE 53.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**OTHER LEVIED FUNDS**		
Title:	**Lockwood Pedestrian Safety**	**Yellowstone County**	
Number:	**2275**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
310000	TAX REVENUES		
312000	Penalty and Interest on Delinquent Taxes	344	0
311040	Net Proceeds Tax		
316100	Entitlement Levy Transfer		
SUBTOTAL	.....	344	0
NON-TAX REVENUES			
320000	LICENSES AND PERMITS		
SUBTOTAL	.....	0	0
330000	INTERGOVERNMENTAL REVENUES		
334000	State Grants (List)		
335000	State Shared Revenues		
65	Oil and Gas Production Tax		
210	Personal Property Tax Reimbursement		
230	State Entitlement Share		
240	HB124 Entitlement		
SUBTOTAL	.....	0	0
340000	CHARGES FOR SERVICES		
SUBTOTAL	.....	0	0
360000	MISCELLANEOUS REVENUES		
361000	Rents/Leases		
362000	Other		
SUBTOTAL	.....	0	0
370000	INVESTMENT/ROYALTY/EARNINGS		
371010	Interest Earnings	17,834	14,000
SUBTOTAL	.....	17,834	14,000
380000	OTHER FINANCING SORUCES		
383000	Transfers In		
383030	Transfers In - from Health Ins Levy		
SUBTOTAL	.....	0	0
TOTAL NON-TAX REVENUES..... **		18,178	14,000
EXPENDITURES			
430264.1XX	Personnel	0	0
430264.2XX-8XX	O & M	246,482	360,376
430264.9XX	Capital Outlay	0	300,000
521000.82X	Transfers Out	0	0
TOTAL EXPENDITURES..... ***		246,482	660,376

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

***INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON TAX LEVY REQUIREMENT SCHEDULE ON PAGE 53.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**OTHER LEVIED FUNDS**		
Title:	**Senior Citizens (Elderly Activities)**	**Yellowstone County**	
Number:	**2280**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
310000	TAX REVENUES		
312000	Penalty and Interest on Delinquent Taxes	3,141	1,800
311040	Net Proceeds Tax	50,204	25,000
316100	Entitlement Levy Transfer		
SUBTOTAL	.....	53,345	26,800
NON-TAX REVENUES			
320000	LICENSES AND PERMITS		
SUBTOTAL	.....	0	0
330000	INTERGOVERNMENTAL REVENUES		
334000	State Grants (List)		
335000	State Shared Revenues		
65	Oil and Gas Production Tax		
210	Personal Property Tax Reimbursement		
230	State Entitlement Share		
240	HB124 Entitlement	37,970	39,276
SUBTOTAL	.....	37,970	39,276
340000	CHARGES FOR SERVICES		
SUBTOTAL	.....	0	0
360000	MISCELLANEOUS REVENUES		
361000	Rents/Leases		
362000	Other		
SUBTOTAL	.....	0	0
370000	INVESTMENT/ROYALTY/EARNINGS		
371010	Interest Earnings		
SUBTOTAL	.....	0	0
380000	OTHER FINANCING SORUCES		
383000	Transfers In		
383030	Transfers In - from Health Ins Levy		
SUBTOTAL	.....	0	0
TOTAL NON-TAX REVENUES..... **		91,315	66,076
EXPENDITURES			
450320.1XX	Personnel	0	0
450320.2XX-8XX	O & M	2,137,953	2,203,594
450320.9XX	Capital Outlay	0	0
521000.82X	Transfers Out	0	0
TOTAL EXPENDITURES..... ***		2,137,953	2,203,594

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

***INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON TAX LEVY REQUIREMENT SCHEDULE ON PAGE 53.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**OTHER LEVIED FUNDS**		
Title:	**Extension**	**Yellowstone County**	
Number:	**2290**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
310000	TAX REVENUES		
312000	Penalty and Interest on Delinquent Taxes	545	300
311040	Net Proceeds Tax	8,978	2,500
316100	Entitlement Levy Transfer		
SUBTOTAL	.....	9,523	2,800
NON-TAX REVENUES			
320000	LICENSES AND PERMITS		
SUBTOTAL	.....	0	0
330000	INTERGOVERNMENTAL REVENUES		
334000	State Grants (List)		
335000	State Shared Revenues		
65	Oil and Gas Production Tax		
210	Personal Property Tax Reimbursement		
230	State Entitlement Share		
240	HB124 Entitlement	11,451	11,845
SUBTOTAL	.....	11,451	11,845
340000	CHARGES FOR SERVICES		
SUBTOTAL	.....	0	0
360000	MISCELLANEOUS REVENUES		
361000	Rents/Leases		
362000	Other		
SUBTOTAL	.....	0	0
370000	INVESTMENT/ROYALTY/EARNINGS		
371010	Interest Earnings		
SUBTOTAL	.....	0	0
380000	OTHER FINANCING SORUCES		
383000	Transfers In		
383030	Transfers In - from Health Ins Levy	11,785	12,978
SUBTOTAL	.....	11,785	12,978
TOTAL NON-TAX REVENUES..... **		32,759	27,623
EXPENDITURES			
450400.1XX	Personnel	166,537	176,244
450400.2XX-8XX	O & M	218,120	252,355
450400.9XX	Capital Outlay	0	0
521000.82X	Transfers Out	25,000	25,000
TOTAL EXPENDITURES..... ***		409,657	453,599

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

***INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON TAX LEVY REQUIREMENT SCHEDULE ON PAGE 53.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**OTHER LEVIED FUNDS**		
Title:	**Public Safety (Sheriff)**	**Yellowstone County**	
Number:	**2300**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
310000	TAX REVENUES		
312000	Penalty and Interest on Delinquent Taxes	21,710	12,000
311040	Net Proceeds Tax	347,253	155,000
SUBTOTAL	.....	368,963	167,000
NON-TAX REVENUES			
320000	LICENSES AND PERMITS		
321015	M.V. Option Tax	7,215,579	6,250,000
322010	Liquor License	6,900	5,000
322040	Gambling License	21,822	22,000
SUBTOTAL	.....	7,244,301	6,277,000
330000	INTERGOVERNMENTAL REVENUES		
335240	HB124 Entitlement	405,621	419,573
337045	Truancy SRO	152,900	158,042
SUBTOTAL	.....	558,521	577,615
340000	CHARGES FOR SERVICES		
341015	Charge for Service	148,529	125,000
342010	Special Sheriff Fees	227,815	185,000
342012	Prisoner Boarding Fees	5,996,653	5,400,000
342014	24-7 Program Fees	24,138	20,000
342015	Training Range Fees	12,600	15,000
342017	Labor Detail Fees	68,656	55,000
342018	CIT Training Fees	0	3,500
342061	Commitment Transports	29,365	12,000
346025	Electronic Transaction Fee	(59)	0
346352	Commissary Commissions	384,448	325,000
346353	Phone/Tablet Commissions	374,144	300,000
SUBTOTAL	.....	7,266,289	6,440,500
350000	FINES AND FORFEITURES		
351021	Drug Violation Fines	1,690	2,500
SUBTOTAL	.....	1,690	2,500
360000	MISCELLANEOUS REVENUES		
360100	Restitution Reimbursement	8,989	7,500
360200	Opioid Settlement	25,107	75,000
365000	Donations	10,200	1,500
369000	Other Income	1,522	5,000
SUBTOTAL	.....	45,818	89,000
370000	INVESTMENT/ROYALTY/EARNINGS		
371010	Interest Earnings	504,387	408,000
SUBTOTAL	.....	504,387	408,000
380000	OTHER FINANCING SORUCES		
382030	Sale of Fixed Assets	29,487	0
383002	Transfer from General Fund	4,000,000	6,000,000
383030	Transfers In - from Health Ins Levy	1,282,764	1,664,892
SUBTOTAL	.....	5,312,251	7,664,892
TOTAL NON-TAX REVENUES..... **		21,302,220	21,626,507
EXPENDITURES			
.1XX	Personnel	19,497,248	25,202,298
.2XX-8XX	O & M	9,986,361	13,983,458
.9XX	Capital Outlay	409,988	1,117,000
521000.82X	Transfers Out	842,977	1,851,802
TOTAL EXPENDITURES..... ***		30,736,574	42,154,558

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

***INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON TAX LEVY REQUIREMENT SCHEDULE ON PAGE 53.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**OTHER LEVIED FUNDS**		
Title:	**Public Safety - County Attorney**	**Yellowstone County**	
Number:	**2301**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
310000	TAX REVENUES		
312000	Penalty and Interest on Delinquent Taxes	9,251	5,000
311040	Net Proceeds Tax	147,955	70,000
316100	Entitlement Levy Transfer		
SUBTOTAL	.....	157,206	75,000
NON-TAX REVENUES			
320000	LICENSES AND PERMITS		
SUBTOTAL	.....	0	0
330000	INTERGOVERNMENTAL REVENUES		
334000	State Grants (List)		
331210	Title IV-E (Child Neglect)	289,707	250,000
335000	State Shared Revenues		
65	Oil and Gas Production Tax		
210	Personal Property Tax Reimbursement		
240	HB124 Entitlement	69,311	71,695
336025	State Share - County Attorney Salary	86,222	86,381
SUBTOTAL	.....	445,240	408,076
340000	CHARGES FOR SERVICES		
341020	Bad Check Admin Fee	149	0
341052	Victim Witness Surcharge	26,892	28,000
341056	County Surcharge - DC	35,927	45,000
SUBTOTAL	.....	62,968	73,000
360000	MISCELLANEOUS REVENUES		
361000	Rents/Leases		
362000	Other	1,372	1,000
SUBTOTAL	.....	1,372	1,000
370000	INVESTMENT/ROYALTY/EARNINGS		
371010	Interest Earnings		
SUBTOTAL	.....	0	0
380000	OTHER FINANCING SORUCES		
383000	Transfers In		
383030	Transfers In - from Health Ins Levy	342,561	437,544
SUBTOTAL	.....	342,561	437,544
TOTAL NON-TAX REVENUES..... **		1,009,347	994,620
EXPENDITURES			
411100.1XX	Personnel	5,812,407	6,787,015
411100.2XX-8XX	O & M	657,853	1,615,833
411100.9XX	Capital Outlay	0	225,000
521000.82X	Transfers Out	180,828	247,848
TOTAL EXPENDITURES..... ***		6,651,088	8,875,696

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

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SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**OTHER LEVIED FUNDS**		
Title:	**Lockwood - TEDD**	**Yellowstone County**	
Number:	**2310**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
310000	TAX REVENUES		
312000	Penalty and Interest on Delinquent Taxes		
311040	Net Proceeds Tax	35	0
316100	Entitlement Levy Transfer		
SUBTOTAL	.....	35	0
NON-TAX REVENUES			
320000	LICENSES AND PERMITS		
SUBTOTAL	.....	0	0
330000	INTERGOVERNMENTAL REVENUES		
334000	State Grants (List)		
335000	State Shared Revenues		
65	Oil and Gas Production Tax		
210	Personal Property Tax Reimbursement		
230	State Entitlement Share		
240	HB124 Entitlement	38,330	35,000
SUBTOTAL	.....	38,330	35,000
340000	CHARGES FOR SERVICES		
SUBTOTAL	.....	0	0
360000	MISCELLANEOUS REVENUES		
361000	Rents/Leases		
362000	Other		
SUBTOTAL	.....	0	0
370000	INVESTMENT/ROYALTY/EARNINGS		
371010	Interest Earnings	15,514	14,000
SUBTOTAL	.....	15,514	14,000
380000	OTHER FINANCING SORUCES		
383000	Transfers In		
383030	Transfers In - from Health Ins Levy		
SUBTOTAL	.....	0	0
TOTAL NON-TAX REVENUES..... **		53,879	49,000
EXPENDITURES			
470210.1XX	Personnel	0	0
470210.2XX-8XX	O & M	0	200,000
470210.9XX	Capital Outlay	161,597	500,000
521000.82X	Transfers Out	0	0
TOTAL EXPENDITURES..... ***		161,597	700,000

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

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SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**OTHER LEVIED FUNDS**		
Title:	**Museums**	**Yellowstone County**	
Number:	**2360**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
310000	TAX REVENUES		
312000	Penalty and Interest on Delinquent Taxes	1,364	450
311040	Net Proceeds Tax	23,521	5,000
316100	Entitlement Levy Transfer		
SUBTOTAL	.....	24,885	5,450
NON-TAX REVENUES			
320000	LICENSES AND PERMITS		
SUBTOTAL	.....	0	0
330000	INTERGOVERNMENTAL REVENUES		
334000	State Grants (List)		
335000	State Shared Revenues		
65	Oil and Gas Production Tax		
210	Personal Property Tax Reimbursement		
230	State Entitlement Share		
240	HB124 Entitlement	14,465	14,963
SUBTOTAL	.....	14,465	14,963
340000	CHARGES FOR SERVICES		
SUBTOTAL	.....	0	0
360000	MISCELLANEOUS REVENUES		
361000	Rents/Leases		
362000	Other		
SUBTOTAL	.....	0	0
370000	INVESTMENT/ROYALTY/EARNINGS		
371010	Interest Earnings		
SUBTOTAL	.....	0	0
380000	OTHER FINANCING SORUCES		
383000	Transfers In		
383030	Transfers In - from Health Ins Levy		
SUBTOTAL	.....	0	0
TOTAL NON-TAX REVENUES..... **		39,350	20,413
EXPENDITURES			
460452.1XX	Personnel	25,626	24,000
460452.2XX-8XX	O & M	742,900	866,714
460452.9XX	Capital Outlay	0	120,000
521000.82X	Transfers Out	0	0
TOTAL EXPENDITURES..... ***		768,526	1,010,714

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

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SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**OTHER LEVIED FUNDS**		
Title:	**Permissive Medical Levy**	**Yellowstone County**	
Number:	**2371**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
310000	TAX REVENUES		
312000	Penalty and Interest on Delinquent Taxes	8,273	4,500
311040	Net Proceeds Tax	130,884	60,000
316100	Entitlement Levy Transfer		
SUBTOTAL	.....	139,157	64,500
NON-TAX REVENUES			
320000	LICENSES AND PERMITS		
SUBTOTAL	.....	0	0
330000	INTERGOVERNMENTAL REVENUES		
334000	State Grants (List)		
335000	State Shared Revenues		
65	Oil and Gas Production Tax		
210	Personal Property Tax Reimbursement		
230	State Entitlement Share		
240	HB124 Entitlement	94,625	97,879
SUBTOTAL	.....	94,625	97,879
340000	CHARGES FOR SERVICES		
SUBTOTAL	.....	0	0
360000	MISCELLANEOUS REVENUES		
361000	Rents/Leases		
362000	Other		
SUBTOTAL	.....	0	0
370000	INVESTMENT/ROYALTY/EARNINGS		
371010	Interest Earnings		
SUBTOTAL	.....	0	0
380000	OTHER FINANCING SORUCES		
383000	Transfers In		
383030	Transfers In - from Health Ins Levy		
SUBTOTAL	.....	0	0
TOTAL NON-TAX REVENUES..... **		233,782	162,379
EXPENDITURES			
.1XX	Personnel	0	0
.2XX-8XX	O & M	0	0
.9XX	Capital Outlay	0	0
521000.82X	Transfers Out	5,811,806	6,269,544
TOTAL EXPENDITURES..... ***		5,811,806	6,269,544

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

***INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON TAX LEVY REQUIREMENT SCHEDULE ON PAGE 53.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**OTHER LEVIED FUNDS**		
Title:	**Soil Conservation**	**Yellowstone County**	
Number:	**2384**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
310000	TAX REVENUES		
312000	Penalty and Interest on Delinquent Taxes	270	100
311040	Net Proceeds Tax		
316100	Entitlement Levy Transfer		
SUBTOTAL	.....	270	100
NON-TAX REVENUES			
320000	LICENSES AND PERMITS		
SUBTOTAL	.....	0	0
330000	INTERGOVERNMENTAL REVENUES		
334000	State Grants (List)		
335000	State Shared Revenues		
65	Oil and Gas Production Tax		
210	Personal Property Tax Reimbursement		
230	State Entitlement Share		
240	HB124 Entitlement	4,219	4,364
SUBTOTAL	.....	4,219	4,364
340000	CHARGES FOR SERVICES		
SUBTOTAL	.....	0	0
360000	MISCELLANEOUS REVENUES		
361000	Rents/Leases		
362000	Other		
SUBTOTAL	.....	0	0
370000	INVESTMENT/ROYALTY/EARNINGS		
371010	Interest Earnings		
SUBTOTAL	.....	0	0
380000	OTHER FINANCING SORUCES		
383000	Transfers In		
383030	Transfers In - from Health Ins Levy		
SUBTOTAL	.....	0	0
TOTAL NON-TAX REVENUES..... **		4,489	4,464
EXPENDITURES			
480100.1XX	Personnel	0	0
480100.2XX-8XX	O & M	151,927	160,957
480100.9XX	Capital Outlay	0	0
521000.82X	Transfers Out	0	0
TOTAL EXPENDITURES..... ***		151,927	160,957

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 53.

***INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON TAX LEVY REQUIREMENT SCHEDULE ON PAGE 53.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**SPECIAL ASSESSMENTS**		
Title:	**RSID Maintenance**	**Yellowstone County**	
Number:	**2500**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
REVENUES			
340000	CHARGES FOR SERVICES		
342020	Billings Fire Department - In Lieu Dry Hydrant	30,000	0
343010	Development Impact Reserve	43,288	10,000
SUBTOTAL	.....	73,288	10,000
363000	SPECIAL ASSESSMENTS		
363010	Maintenance Assessments	1,651,633	2,000,000
363030	Sidewalk and Curb Assessments		
363040	Penalty and Interest on Special Assessments	6,698	0
370000	INVESTMENT/ROYALTY/EARNINGS		
371010	Interest Earnings	332,529	280,000
380000	OTHER FINANCING SOURCES		
383000	Transfers In	8,617	0
TOTAL REVENUES.....*		1,999,477	2,280,000
EXPENDITURES			
430000	PUBLIC WORKS		
420400	Fire Protection	5,699	0
200	Road and Street	876,295	1,800,000
235	Storm Drainage	980	0
260	Lighting Utilities	11,149	0
500	Water Utilitites	9,927	0
600	Sewer Utilitites	520	0
800	Road Construction/ Repair	85	300,000
460430	Park Maintenance	91,885	0
520000	OTHER FINANCING USES		
521000	Transfers Out	0	0
TOTAL EXPENDITURES ..... **		996,540	2,100,000

*INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE ON PAGE 54.

**INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 54.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**NON-LEVIED FUNDS**		
Title:	**Predatory Animal**	**Yellowstone County**	
Number:	**2150**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
NON-TAX REVENUES			
312000	Penalty & Interest on Delinquent Taxes	3	0
363011	Assessments	44	40
TOTAL REVENUES.....*		47	40
EXPENDITURES			
440690.2XX-8XX	O & M	776	1,040
TOTAL EXPENDITURES ..... **		776	1,040

FUND:	**NON-LEVIED FUNDS**		
Title:	**County Parks**	**Yellowstone County**	
Number:	**2210**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
NON-TAX REVENUES			
362010	Rent & Royalty	18,200	10,000
362050	Cash In Lieu of Parkland	0	10,000
365000	Donations	0	0
369000	Other Income	0	0
383026	Transfer in - PILT	100,000	100,000
TOTAL REVENUES.....*		118,200	120,000
EXPENDITURES			
460430.2XX-8XX	O & M - General Park Funds	32,980	60,500
460430.940	Capital Outlay - General Park Funds	0	10,000
46046X.362	O & M - Restricted District Funds	30,084	105,212
46046X.940	Capital Outlay - Restricted District Funds	0	154,601
TOTAL EXPENDITURES.....**		63,064	330,313

*INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON NON-LEVY SUMMARY SCHEDULE PAGE 55.

**INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON NON-LEVIED SUMMARY SCHEDULE PAGE 55.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**NON-LEVIED FUNDS**		
Title:	**Blight Abatement**	**Yellowstone County**	
Number:	**2256**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
NON-TAX REVENUES			
383030	Transfer in from Health Insurance Levy	3,224	3,708
383033	Transfer in from Refuse	75,000	0
383002	Transfer in from General Fund	0	100,000
TOTAL REVENUES.....*		78,224	103,708
EXPENDITURES			
420501.1XXX	Personnel	65,810	107,534
420501.2XX-8XX	O & M	1,872	13,367
TOTAL EXPENDITURES ..... **		67,682	120,901

FUND:	**NON-LEVIED FUNDS**		
Title:	**Emergency Levy / Insurance Fund**	**Yellowstone County**	
Number:	**2260**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
NON-TAX REVENUES			
331114	ARPA COVID Revenue	2,179,716	0
360100	Insurance Reimbursement	0	480,000
TOTAL REVENUES.....*		2,179,716	480,000
EXPENDITURES			
440150.1XX	Personnel	0	0
440150.2XX-8XX	O & M	0	380,000
440150.9XX	Capital Outlay	2,179,716	100,000
TOTAL EXPENDITURES.....**		2,179,716	480,000

*INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON NON-LEVY SUMMARY SCHEDULE PAGE 55.

**INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON NON-LEVIED SUMMARY SCHEDULE PAGE 55.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**NON-LEVIED FUNDS**		
Title:	**Federal Drug Forfeiture**	**Yellowstone County**	
Number:	**2390**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
NON-TAX REVENUES			
332018	DOJ Equitable Sharing	5,291	20,000
371010	Interest Revenue	12,899	11,000
TOTAL REVENUES.....*		18,190	31,000
EXPENDITURES			
420140.2XX-8XX	O & M	0	57,000
420140.9XX	Capital Outlay	0	40,000
TOTAL EXPENDITURES ..... **		0	97,000

FUND:	**NON-LEVIED FUNDS**		
Title:	**Local Drug Forfeiture**	**Yellowstone County**	
Number:	**2391**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
NON-TAX REVENUES			
331021	USPIS Task Force Vehicle Allowance	10,452	10,200
350000	Local Fines & Forfeitures	10,970	20,000
TOTAL REVENUES.....*		21,422	30,200
EXPENDITURES			
420140.2XX-8XX	O & M	16,040	49,304
420140.9XX	Capital Outlay	9,814	25,000
TOTAL EXPENDITURES.....**		25,854	74,304

*INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON NON-LEVY SUMMARY SCHEDULE PAGE 55.

**INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON NON-LEVIED SUMMARY SCHEDULE PAGE 55.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**NON-LEVIED FUNDS**		
Title:	**Records Preservation**	**Yellowstone County**	
Number:	**2393**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
NON-TAX REVENUES			
341040	Clerk & Recorder Fees	275,098	225,000
341041	Nonstandard Document Fee	7,555	6,000
TOTAL REVENUES.....*		282,653	231,000
EXPENDITURES			
410950.2XX-8XX	O & M	26,406	27,692
521000.82X	Transfers Out	62,417	178,580
410950.9XX	Capital Outlay	0	15,000
TOTAL EXPENDITURES ..... **		88,823	221,272

FUND:	**NON-LEVIED FUNDS**		
Title:	**Youth Services Center**	**Yellowstone County**	
Number:	**2399**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
NON-TAX REVENUES			
321015	M.V. Option Tax	950,000	950,000
331163	USDA	72,658	70,000
334015	Crime Control Grant	137,239	136,819
342XXX	Fees	2,113,393	1,934,596
360100	Restitution	24	50
365000	Donations	300	0
369000	Other Income	247	250
383002	Transfer in - General Fund	0	200,000
383030	Transfer in - Health Ins Levy	198,200	263,268
TOTAL REVENUES.....*		3,472,061	3,554,983
EXPENDITURES			
420250.1XX	Personnel	2,902,178	3,318,684
420250.2XX-8XX	O & M	551,041	669,040
420250.9XX	Capital Outlay	19,518	0
420253.1XX	Personnel	(104)	88,829
420253.2XX-8XX	O & M	933	960
TOTAL EXPENDITURES.....**		3,473,566	4,077,513

*INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON NON-LEVY SUMMARY SCHEDULE PAGE 55.

**INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON NON-LEVIED SUMMARY SCHEDULE PAGE 55.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**NON-LEVIED FUNDS**		
Title:	**Alcohol Rehabilitation**	**Yellowstone County**	
Number:	**2800**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
NON-TAX REVENUES			
334010	Alcohol Rehab Liquor Tax	469,761	500,000
TOTAL REVENUES.....*		469,761	500,000
EXPENDITURES			
440540.2XX-8XX	O & M	469,761	500,000
TOTAL EXPENDITURES ..... **		469,761	500,000

FUND:	**NON-LEVIED FUNDS**		
Title:	**Junk Vehicle**	**Yellowstone County**	
Number:	**2830**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
NON-TAX REVENUES			
334070	Junk Vehicle Assessments	257,132	215,000
340011	County Towing	885	1,000
TOTAL REVENUES.....*		258,017	216,000
EXPENDITURES			
430800.1XX	Personnel	178,215	177,556
430800.2XX-8XX	O & M	45,295	70,722
521000.82X	Transfers Out	0	5,000
TOTAL EXPENDITURES.....**		223,510	253,278

*INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON NON-LEVY SUMMARY SCHEDULE PAGE 55.

**INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON NON-LEVIED SUMMARY SCHEDULE PAGE 55.

SPECIAL REVENUE FUNDS
REVENUE BY SOURCE
EXPENDITURE SUMMARY BY FUNCTION AND ACTIVITY

FUND:	**NON-LEVIED FUNDS**		
Title:	**Payment In Lieu of Taxes (PILT)**	**Yellowstone County**	
Number:	**2900**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
NON-TAX REVENUES			
337014	Payment in Lieu of Taxes	274,842	275,000
TOTAL REVENUES.....*		274,842	275,000
EXPENDITURES			
411800.2XX-8XX	O & M	76,372	185,000
411800.9XX	Capital Outlay	0	125,000
521000.82X	Transfers out	120,000	120,000
TOTAL EXPENDITURES ..... **		196,372	430,000

FUND:	**NON-LEVIED FUNDS**		
Title:	**DUI Task Force**	**Yellowstone County**	
Number:	**2950**	**Fiscal Year ending June 30, 2027**	
ACCOUNT NO.	**ACCOUNT**	**Prior Year Actual**	**Final Budget**
NON-TAX REVENUES			
331159	Highway Traffic Safety - MDT Grant	0	5,000
335025	DUI License Reimbursement	68,103	65,000
365000	Donations	250	0
365011	Drug and Alcohol Symposium Sponsorships	0	35,000
369000	Other Revenue	0	0
371010	Interest	1,940	1,000
TOTAL REVENUES.....*		70,293	106,000
EXPENDITURES			
420190.2XX-8XX	O & M	62,996	100,909
TOTAL EXPENDITURES.....**		62,996	100,909

*INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON NON-LEVY SUMMARY SCHEDULE PAGE 55.

**INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON NON-LEVIED SUMMARY SCHEDULE PAGE 55.

C. Debt Service Funds

3000

DEBT SERVICE BUDGET SUMMARY

Yellowstone County Fiscal Year ending June 30, 2027

ACCOUNT NO.	ACCOUNT NAME	Fund Number	3060		3400		3500		
		Fund Name	$9.7 Mil Jail Expansion		RSID Revolving		RSID Bond		TOTALS
			Prior Year Actual	Final Budget	Prior Year Actual	Final Budget	Prior Year Actual	Final Budget	Final Budget
TAX REVENUE (Non-Levied Ad Valorem Taxes)									
312000	Penalty & Interest on Delinquent Tax								0
314200	Flat Tax - Coal								0
									0
NON-PROPERTY TAX REVENUES									
335065	Oil and Gas Production Tax								0
335210	Personal Property Tax Reimbursement								0
335230	State Entitlement Share								0
363020	Bond & Interest Assessments						94,856	0	94,856
363040	Penalty & Interest on Delinquent Assess.						284	0	284
371010	Investment Earnings						2,271	2,000	4,271
131	Due From (Loan Repayments)								0
383000	Transfer from Other Funds								0
383016	Transfer from Sheriff's Fund		675,525	679,326					0
383037	Transfer from RSID Construction								0
341015	Admin Charge for Service				0	10,000			10,000
TOTAL NON-PROPERTY TAX REVENUES.....*			675,525	679,326	0	10,000	97,411	2,000	109,411
EXPENDITURES									
490100	General Obligation Bond								
610	Principal		530,000	550,000					0
620	Interest		145,125	128,926					0
630	Paying Agency Fees		400	400					0
490300	S.I.D. Bonds								
610	Principal						100,000	0	100,000
620	Interest						10,060	10,000	20,060
630	Paying Agency Fees						400	0	400
790	Dissolution Distribution						14,137	0	14,137
521000	Transfer to Other Funds				0	25,000	8,617	0	33,617
TOTAL EXPENDITURES.....**			675,525	679,326	0	25,000	133,214	10,000	168,214

Note: Include Bond Payment Schedule

*INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON TAX LEVY REQUIREMENT SCHEDULE PAGE 54.

**INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , OF TAX LEVY REQUIREMENT SCHEDULE PAGE 54.

D. Capital Projects Funds

4000

CAPITAL PROJECTS BUDGET SUMMARY
Yellowstone County Fiscal Year ending June 30, 2027

ACCOUNT NO.	ACCOUNT NAME	Fund No. / PROJECT NO. FUND	4050 Capital Projects		4205 RSID Construction				TOTALS
REVENUE			Prior Year Actual	Final Budget	Prior Year Actual	Final Budget			
331000	Federal Grants								0
346090	Parking Fees		36,744	35,000					35,000
360100	Montana Dept of Transp. - Duck Creek Bridge		3,236,928						0
362000	Other		1,800						0
362010	Rent & Royalty		1,494						0
371000	Investment Earnings		1,846,437	1,640,000					1,640,000
381010	General Obligation Bonds Proceeds								0
381030	S.I.D. Bonds Proceeds				0	550,000			550,000
383000	Transfers From Other Funds (List)								0
2	General Fund		4,500,000	5,500,000					5,500,000
13	Extension		25,000	25,000					25,000
15	Junk Vehicle		0	5,000					5,000
19	Public Safety (Sheriff)		0	1,000,000					1,000,000
22	Bridge		2,000,000	1,200,000					1,200,000
25	Records Preservation		0	50,000					50,000
96	Road		4,000,000	5,000,000	0	200,000			5,200,000
TOTAL NON-PROPERTY TAX REVENUES.....*			15,648,403	14,455,000	0	750,000	0	0	15,205,000
EXPENDITURES									0
411200.9XX	General - Capital Outlay		10,719,491	17,467,750					17,467,750
420110.9XX	Public Safety (Sheriff) - Capital Outlay		1,392,939	1,305,250					1,305,250
420250.9XX	Youth Services Center - Capital Outlay		57,155	177,250					177,250
430210.9XX	Road - Capital Outlay		940,531	7,076,500					7,076,500
430244.9XX	Bridge - Capital Outlay		7,016,629	1,415,000					1,415,000
430800.9XX	Junk Vehicle - Capital Outlay		3,982	230,000					230,000
431100.9XX	Weed - Capital Outlay		67,315	37,000					37,000
450400.9XX	Extension - Capital Outlay		100,000	0					0
490310.9XX	RSID - Capital Outlay		0	0	0	750,000			750,000
TOTAL EXPENDITURES.....**			20,298,042	27,708,750	0	750,000	0	0	28,458,750

Note: An expenditures is shown only if a project is to be started.

*INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON NON-LEVIED FUNDS SUMMARY SCHEDULE PAGE 55.

**INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON NON-LEVIED FUNDS SUMMARY SCHEDULE PAGE 55.

E. Enterprise Funds

5000

ENTERPRISE FUND BUDGET SUMMARY			
FUND:	**SOLID WASTE OPERATING**	**Yellowstone County**	
Title:	**Refuse**	**Fiscal Year ending June 30, 2027**	
Number:	**5410**		
ACCOUNT NO.	**ACCOUNT**	**Previous Year Actual**	**Final Budget**
REVENUE			
343040	SOLID WASTE REVENUES		
041	Garbage Collection Services		
042	Disposal Charges		
043	Container Rental		
044	Dump Permits		
045	Sale of Scrap		
046	Miscellaneous Revenues		
363010	Maintenance Assessments	404,875	625,000
363040	P & I Assessments	2,859	1,500
371000	INVESTMENT EARNINGS		
383000	TRANSFERS IN (From other Funds)		
	Itemize by Fund		
TOTAL REVENUES ** ……		407,734	626,500
EXPENSES			
430800	SOLID WASTE SERVICES		
100	Personal Services (FTE)		
200	Supplies		
300	Purchased Services	454,580	647,000
400	Materials		
500	Fixed Charges		
900	*Capital Outlay		
800	Contingency	0	2,000
490000	DEBT SERVICE		
610	Principal		
620	Interest		
630	Service Charge		
521000	TRANSFERS OUT (To Other Funds)		
820	Transfer to Blight Abatement	75,000	0
TOTAL EXPENSES *……**		529,580	649,000
510400	**NON-CASH EXPENSES**		
830	Depreciation/Amortization		
239000	Compensated Absences		
TOTAL NON-CASH EXPENSES……		0	0
	OTHER CASH USES		
211000	Due to Other Funds		
	Additions to Restricted Accounts		
102210	Sinking/Interest		
102220	Restricted		
102230	Surplus		
102240	Replacements/Depreciation		
TOTAL OTHER CASH USES……		0	0
TOTAL EXPENSES AND OTHER CASH USES……		529,580	649,000

***SHOW DETAIL ON PAGE 46.**

**INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON NON-LEVIED FUNDS SUMMARY SCHEDULE PAGE 55.

***INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON NON-LEVIED FUNDS SUMMARY SCHEDULE PAGE 55.

ENTERPRISE FUND BUDGET SUMMARY			
FUND:	Enterprise	**Yellowstone County**	
Title:	MetraPark	**Fiscal Year ending June 30, 2027**	
Number:	5810		
ACCOUNT NO.	**ACCOUNT**	**Previous Year Actual**	**Final Budget**
REVENUE			
	Non-Tax Revenue		
312000	Penalty and Interest on Delinquent Taxes	6,644	4,000
335240	State Entitlement - HB124	124,760	129,051
346XXX	Fees	6,593,963	7,218,000
369000	Other Income	53,066	50,000
382030	Sale of Fixed Assets	13,204	0
371000	INVESTMENT EARNINGS		
383000	TRANSFERS IN (From other Funds)		
	Itemize by Fund		
TOTAL REVENUES *.....		6,791,637	7,401,051
EXPENSES			
	_____		
460442.1XX	Personnel (FTE 41.00)	4,207,216	4,793,575
460443.2XX-8XX	O & M	853,326	1,098,000
460442.2XX-8XX	O & M	3,014,770	4,441,008
490000	DEBT SERVICE		
610	Principal		
620	Interest		
630	Service Charge		
521000	TRANSFERS OUT (To Other Funds)		
820	Transfer to Metra CIP	2,500,000	2,000,000
827	Transfer to General Fund IT	89,310	91,989
TOTAL EXPENSES **.....		10,664,622	12,424,572
510400	**NON-CASH EXPENSES**		
830	Depreciation/Amortization		
239000	Compensated Absences		
TOTAL NON-CASH EXPENSES.....		0	0
	OTHER CASH USES		
211000	Due to Other Funds		
	Additions to Restricted Accounts		
102210	Sinking/Interest		
102220	Restricted		
102230	Surplus		
102240	Replacements/Depreciation		
TOTAL OTHER CASH USES.....		0	0
TOTAL EXPENSES AND OTHER CASH USES.....		10,664,622	12,424,572

*INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON NON-LEVIED FUNDS SUMMARY SCHEDULE PAGE 55.

**INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON NON-LEVIED FUNDS SUMMARY SCHEDULE PAGE 55.

ENTERPRISE FUND BUDGET SUMMARY			
FUND:	ENTERPRISE	**Yellowstone County**	
Title:	MetraPark Capital Projects Fund	**Fiscal Year ending June 30, 2027**	
Number:	5811		
ACCOUNT NO.	**ACCOUNT**	**Previous Year Actual**	**Final Budget**
REVENUE			
	Non-Tax Revenue		
312000	Penalty and Interest on Delinquent Taxes	28	0
346XXX	Fees	528,512	548,000
369000	Other Income		
369002	Other Income - Energy		
369015	Non-Cash Transfer/Donation - ARPA Projects		
371000	INVESTMENT EARNINGS	223,405	190,000
383000	TRANSFERS IN (From other Funds)		
	Itemize by Fund		
383006	Transfer in from Metra 5810 Fund	2,500,000	2,000,000
TOTAL REVENUES *.....		3,251,945	2,738,000
EXPENSES			
	O & M	557,702	1,202,000
	Capital Outlay	1,388,239	3,047,000
490000	DEBT SERVICE		
610	Principal		
620	Interest		
630	Service Charge		
521000	TRANSFERS OUT (To Other Funds)		
	Itemize by Fund		
TOTAL EXPENSES **.....		1,945,941	4,249,000
510400	**NON-CASH EXPENSES**		
830	Depreciation/Amortization	3,201,896	0
810	Loss on Sale of Fixed Assets	58,989	0
239000	Compensated Absences		
TOTAL NON-CASH EXPENSES.....		3,260,885	0
	OTHER CASH USES		
211000	Due to Other Funds		
	Additions to Restricted Accounts		
102210	Sinking/Interest		
102220	Restricted		
102230	Surplus		
102240	Replacements/Depreciation		
TOTAL OTHER CASH USES.....		0	0
TOTAL EXPENSES AND OTHER CASH USES.....		5,206,826	4,249,000

*INCLUDE AS NON-TAX REVENUE, *COLUMN (5)* , ON NON-LEVIED FUNDS SUMMARY SCHEDULE PAGE 55.

**INCLUDE AS APPROPRIATIONS, *COLUMN (1)* , ON NON-LEVIED FUNDS SUMMARY SCHEDULE PAGE 55.

ENTERPRISE FUNDS
CAPITAL EXPENDITURES SUPPLEMENT - DETAIL
(Other Than Water and Sewer)

FUND:	**ENTERPRISE**	**Yellowstone County**		
Title:	**METRA CIP**	**Fiscal Year ending June 30, 2027**		
Number:	5811			
ACCOUNT NO.	**DESCRIPTION**	**Previous Year Actual**	**Final**	**Budget**
181000	LAND:			
	TOTAL LAND	0		0
182000	BUILDINGS:			
	RODEO ARENA LIGHTING	79,000		0
	PARKING BOOTH	25,013		0
	AMERIKOOLER WALKIN FREEZER - CONCESSIONS	24,873		0
	LOBBY FOUNTAIN	7,999		0
CIP	OUTDOOR ARENA	262,748		0
CIP	LAKE DOME	17,193		0
CIP	DIGITAL SIGNAGE 4TH AVE/EXPO/PAV	151,854		0
CIP	PAVILION HVAC	85,210		0
CIP	SKYBOX REMODEL	226,642		0
	BOX OFFICE COUNTERS	0		35,000
	BUILDING HVAC	0		350,000
	DESIGN SERVICES	0		50,000
	EXHAUST HOODS	0		30,000
	FAIR GATE BOOTHS	0		350,000
	FIRE ALARM UPGRADE	0		120,000
	FLOOR MERCH BOOTH	0		100,000
	IT NEEDS	0		50,000
	MISC LIGHTING/ ELECTRICAL/ PLUMBING NEEDS	0		100,000
	NEW NILE OFFICE	0		500,000
	CONCESSION 7 REMODEL	0		20,000
	TOTAL BUILDINGS	880,532		1,705,000
184000	IMPROVEMENTS OTHER THAN BUILDINGS:			
CIP Compl.	6TH AVE SIGN	230,800		0
	BENCH BLVD CORNER	0		165,000
	GROUNDS FENCING	0		70,000
	ROCK WALL STABILIZATION	17,321		200,000
	TOTAL IMPROVEMENTS OTHER THAN BUILDINGS	248,121		435,000
186000	MACHINERY AND EQUIPMENT:			
	Holms PD360 12' Plow John Deere ISO (SN #29447)	17,818		0
	Holms PD360 12' Plow Volvo ISO (SN #30064)	17,818		0
	FUEL PUMP SYSTEM UPGRADE (PIUSI SMS)	19,565		0
	BOBCAT SNOW BLOWER 32X74	9,100		0
	CAT LP 7000 LB FORKLIFT	49,913		0
	MANITOWAC D570 ICE MACH & BIN - SKYBOX	7,440		0
	Manitowoc 500 LB Ice Mach w/ 900LB storage bin	10,550		0
	Manitowoc 500 LB Ice Mach w/ 900LB storage bin	10,300		0
	MOTO SLR5700 50W REPEATER RADIO	110,000		0
	1976 CAT SCRAPER ABOVE - REFURB ENGINE	7,081		0
	ARENA BLACKOUT CURTAINS	0		20,000
	BBALL FLOOR RESURFACE	0		10,000
	BOBCAT TRACK	0		7,000
	EQUIPMENT FUND	0		75,000
	FRIDGES/FREEZERS	0		30,000
	GARBAGE BINS	0		100,000
	GATER UTV	0		15,000
	HYPERSPIKE	0		150,000
	METAL DETECTORS	0		65,000
	SCISSOR LIFT	0		20,000
	SECURITY CAMERAL EXPANSION	0		35,000
	STREET SWEEPER	0		200,000
	TABLES	0		30,000
	TRUCK	0		50,000
	CONCESSION 7 EQUIP	0		50,000
	CONCESSION 7 SELF SERVICE STATION EQUIP	0		50,000
	TOTAL MACHINERY AND EQUIPMENT	259,585		907,000
*TOTAL ASSETS.....		1,388,239		3,047,000

*Total shown here to be same as total on 900 Capital Outlay.

F. Internal Service Funds

6000

INTERNAL SERVICE FUND BUDGET SUMMARY

FUND:	INTERNAL SERVICES	**Yellowstone County**	
Title:	GIS (Fund is closed as of 6/30/26)	**Fiscal Year ending June 30, 2027**	
Number:	6040		
ACCOUNT NO.	**ACCOUNT**	**Previous Year Actual**	**Final Budget**
REVENUE			
	Non-Tax Revenue		
341010	Sale of Maps	1,240	0
341015	Admin DES Charge for Service	10,000	0
341040	GIS 25% of New State Records Fee	101,583	0
341076	Contract - City of Billings	41,200	0
341078	Contract - City of Laurel	4,000	0
342048	E911 - Addressing Agreement	27,500	0
369000	Other Income	0	0
371000	INVESTMENT EARNINGS		
383000	TRANSFERS IN (From other Funds)		
02	General Fund	150,000	0
09	Planning	90,458	0
25	Records Preservation	62,417	0
96	Road	69,757	0
TOTAL REVENUES		558,155	0
EXPENSES			
500300.1XX	Personnel	378,844	0
500300.2XX-8XX	O & M	139,297	0
500300.9XX	Capital Outlay	10,985	0
490000	DEBT SERVICE		
610	Principal		
620	Interest		
630	Service Charge		
521000	TRANSFERS OUT (To Other Funds)		
827	Transfer to General - Closing GIS 6040	357,486	0
TOTAL EXPENSES.....		886,612	0
510400	**NON-CASH EXPENSES**		
830	Depreciation/Amortization		
239000	Compensated Absences		
TOTAL NON-CASH EXPENSES.....		0	0
	OTHER CASH USES		
211000	Due to Other Funds		
	Additions to Restricted Accounts		
102210	Sinking/Interest		
102220	Restricted		
102230	Surplus		
102240	Replacements/Depreciation		
TOTAL OTHER CASH USES.....		0	0
TOTAL EXPENSES AND OTHER CASH USES.....		886,612	0

INTERNAL SERVICE FUND BUDGET SUMMARY

FUND:	INTERNAL SERVICES	**Yellowstone County**	
Title:	Health Insurance	**Fiscal Year ending June 30, 2027**	
Number:	6050		
ACCOUNT NO.	**ACCOUNT**	**Previous Year Actual**	**Final Budget**
REVENUE			
340000	Health Insurance Premiums	8,629,470	8,657,720
371000	INVESTMENT EARNINGS	590,310	522,000
383000	TRANSFERS IN (From other Funds)		
	Itemize by Fund		
383030	Transfer from Health Insurance Levy	2,894,022	5,000,000
TOTAL REVENUES		12,113,802	14,179,720
EXPENSES			
500700.2XX-8XX	O & M	12,771,653	15,347,000
490000	DEBT SERVICE		
610	Principal		
620	Interest		
630	Service Charge		
521000	TRANSFERS OUT (To Other Funds)		
	Itemize by Fund		
TOTAL EXPENSES.....		12,771,653	15,347,000
510400	**NON-CASH EXPENSES**		
830	Depreciation/Amortization		
239000	Compensated Absences		
TOTAL NON-CASH EXPENSES.....		0	0
	OTHER CASH USES		
211000	Due to Other Funds		
	Additions to Restricted Accounts		
102210	Sinking/Interest		
102220	Restricted		
102230	Surplus		
102240	Replacements/Depreciation		
TOTAL OTHER CASH USES.....		0	0
TOTAL EXPENSES AND OTHER CASH USES.....		12,771,653	15,347,000

INTERNAL SERVICE FUND BUDGET SUMMARY

FUND:	INTERNAL SERVICES	**Yellowstone County**	
Title:	Technology	**Fiscal Year ending June 30, 2027**	
Number:	6060		
ACCOUNT NO.	**ACCOUNT**	**Previous Year Actual**	**Final Budget**
REVENUE			
398040	Charges for Tech Operations	1,241,886	1,114,830
369000	Other Income	4,913	0
371000	INVESTMENT EARNINGS		
383000	TRANSFERS IN (From other Funds)		
	Itemize by Fund		
383002	Transfer in from General Fund	400,000	200,000
TOTAL REVENUES		1,646,799	1,314,830
EXPENSES			
500800.1XX	Personnel	84,944	0
500800.2XX-8XX	O & M	1,328,660	1,383,000
500800.9XX	Capital Outlay	0	250,000
490000	DEBT SERVICE		
610	Principal		
620	Interest		
630	Service Charge		
521000	TRANSFERS OUT (To Other Funds)		
	Itemize by Fund		
TOTAL EXPENSES.....		1,413,604	1,633,000
510400	**NON-CASH EXPENSES**		
830	Depreciation/Amortization		
239000	Compensated Absences		
TOTAL NON-CASH EXPENSES.....		0	0
	OTHER CASH USES		
211000	Due to Other Funds		
	Additions to Restricted Accounts		
102210	Sinking/Interest		
102220	Restricted		
102230	Surplus		
102240	Replacements/Depreciation		
TOTAL OTHER CASH USES.....		0	0
TOTAL EXPENSES AND OTHER CASH USES.....		1,413,604	1,633,000

Yellowstone County - FY2027
TAX LEVY REQUIREMENTS SCHEDULE
NON-VOTED LEVIES
PAGE 53A

Levy Name (Optional):	COUNTY-WIDE

Assessed/Market Valuation:	487,648,752.00
Taxable Valuation Less TIF Incremental Value:	471,215,479.00
(10) One Mill Yields:	471,215.48

*Column (3) Total Requirements must equal Column (8) Total Resources

			(1)	(2) = (8) - (1)	(3) = (1) + (2)	(4)	(5)	(6) = (9) X (10)	(7) = (5) + (6)	(8) = (4) + (7)	(9) = (6) ÷ (10)		(11)=(4)-(1)+(7)	Balance check per fund:	
Fund #	BARS Fund Name	Fund Name	Appropriations	Budgeted Cash Reserve	Total Requirements	Cash Available	Non-Tax Revenues	Property Tax Revenues	Total Revenues	Total Resources	Mill Levy	Mill Type	Estimated Ending Cash Balance	Total Requirements minus Total Resources; Should equal 0	Budgeted Cash Reserve Limit Percentage - See Instructions for details
1000	General Fund	General	34,018,983.00	10,685,237.93	44,704,220.93	14,748,927.00	7,643,241.00	22,312,052.93	29,955,293.93	44,704,220.93	47.35	Non-Voted	10,685,237.93	0	31%
2130	Bridge	Bridge	2,318,500.00	698,192.26	3,016,692.26	849,551.00	89,081.00	2,078,060.26	2,167,141.26	3,016,692.26	4.41	Non-Voted	698,192.26	0	30%
2190	Comp. Insurance	Liability & Property Ins.	2,925,351.00	705,218.73	3,630,569.73	1,349,195.00	1,315,383.00	965,991.73	2,281,374.73	3,630,569.73	2.05	Non-Voted	705,218.73	0	24%
2271	Health-Mental	Mental Health	459,578.00	133,139.24	592,717.24	144,648.00	14,551.00	433,518.24	448,069.24	592,717.24	0.92	Non-Voted	133,139.24	0	29%
2290	Extension Service	Extension	453,599.00	138,766.23	592,365.23	192,482.00	27,623.00	372,260.23	399,883.23	592,365.23	0.79	Non-Voted	138,766.23	0	31%
2300	Public Safety	Public Safety - Sheriff	42,154,558.00	11,948,905.30	54,103,463.30	17,520,577.00	21,626,507.00	14,956,379.30	36,582,886.30	54,103,463.30	31.74	Non-Voted	11,948,905.30	0	28%
2360	Museum	Museum	1,010,714.00	312,150.77	1,322,864.77	548,507.00	20,413.00	753,944.77	774,357.77	1,322,864.77	1.60	Non-Voted	312,150.77	0	31%
5810	NO BARS MATCH	Metra	12,424,572.00	3,142,438.92	15,567,010.92	3,571,609.00	7,401,051.00	4,594,350.92	11,995,401.92	15,567,010.92	9.75	Non-Voted	3,142,438.92	0	25%
2270	Health	Pub. Health (City/County)	3,952,309.00	2,500.45	3,954,809.45	0.00	166,237.00	3,788,572.45	3,954,809.45	3,954,809.45	8.04	Non-Voted	2,500.45	0	0%
2272	Health	PS-Mental Health	2,756,000.00	609,857.03	3,365,857.03	1,601,053.00	59,004.00	1,705,800.03	1,764,804.03	3,365,857.03	3.62	Non-Voted	609,857.03	0	22%
2280	Senior Citizens	Seniors (see 54)	1,065,052.82	0.00	1,065,052.82	0.00	66,076.00	998,976.82	1,065,052.82	1,065,052.82	2.12	Non-Voted	0.00	0	0%
		TOTAL	103539217	28376407	131915624	40526549	38429167	52959908	91389075	131915624	112.39		28376407		

June-2026-V27.1

*Total Revenues compared to Total Appropriations: -12,150,142 *if negative, appropriations exceed the revenues

Total Requirements compared to Total Resources 0 *if other than zero budget is not balanced

Yellowstone County - FY2027
TAX LEVY REQUIREMENTS SCHEDULE
NON-VOTED LEVIES
PAGE 53B

Levy Name (Optional):	County Road Fund

Assessed/Market Valuation:	211,531,567.00
Taxable Valuation Less TIF Incremental Value:	210,838,341.00
(10) One Mill Yields:	210,838.34

*Column (3) Total Requirements must equal Column (8) Total Resources

			(1)	(2) = (8) - (1)	(3) = (1) + (2)	(4)	(5)	(6) = (9) X (10)	(7) = (5) + (6)	(8) = (4) + (7)	(9) = (6) ÷ (10)		(11)=(4)-(1)+(7)
Fund #	BARS Fund Name	Fund Name	Appropriations	Budgeted Cash Reserve	Total Requirements	Cash Available	Non-Tax Revenues	Property Tax Revenues	Total Revenues	Total Resources	Mill Levy	Mill Type	Estimated Ending Cash Balance
2110	Road	Road	17,226,106.12	5,601,259.43	22,827,365.56	10,058,410.00	3,917,962.00	8,850,993.56	12,768,955.56	22,827,365.56	41.98	Non-Voted	5,601,259.43
		[Funded by a non-voted levy											
		and also by a voted levy											
		so reserve limit % will be inaccurate											
		without combining the two revenues.											
		Zeroed out the cash, and non-tax											
		revenues on the Voted Levy tab,											
		and made appropriations equal to revenue.											
		Then removed these appropriations											
		from total Road appropriations in											
		Non-voted levies for accurate											
		reserve limit %]											
		TOTAL	17226106	5601259	22827366	10058410	3917962	8850994	12768956	22827366	41.98		5601259

Balance check per fund:

Total Requirements minus Total Resources; Should equal 0	Budgeted Cash Reserve Limit Percentage - See Instructions for details
0	33%

June-2026-V27.1

*Total Revenues compared to Total Appropriations: -4,457,151 *if negative, appropriations exceed the revenues

Total Requirements compared to Total Resources 0 *if other than zero budget is not balanced

Yellowstone County - FY2027
TAX LEVY REQUIREMENTS SCHEDULE
NON-VOTED LEVIES
PAGE 53C

Levy Name (Optional):	County Planning

Assessed/Market Valuation:	430,663,584.00
Taxable Valuation Less TIF Incremental Value:	416,358,356.00
(10) One Mill Yields:	416,358.36

*Column (3) Total Requirements must equal Column (8) Total Resources

			(1)	(2) = (8) - (1)	(3) = (1) + (2)	(4)	(5)	(6) = (9) X (10)	(7) = (5) + (6)	(8) = (4) + (7)	(9) = (6) ÷ (10)		(11)=(4)-(1)+(7)
Fund #	BARS Fund Name	Fund Name	Appropriations	Budgeted Cash Reserve	Total Requirements	Cash Available	Non-Tax Revenues	Property Tax Revenues	Total Revenues	Total Resources	Mill Levy	Mill Type	Estimated Ending Cash Balance
2250	Planning	City County Planning	729,901.00	499.78	730,400.78	0.00	118,354.00	612,046.78	730,400.78	730,400.78	1.47	Non-Voted	499.78
		TOTAL	729901	500	730401	0	118354	612047	730401	730401	1.47		500

Balance check per fund:

Total Requirements minus Total Resources; Should equal 0	Budgeted Cash Reserve Limit Percentage - See Instructions for details
0	0%

June-2026-V27.1

*Total Revenues compared to Total Appropriations:	500	*if negative, appropriations exceed the revenues
Total Requirements compared to Total Resources	0	*if other than zero budget is not balanced

Yellowstone County - FY2027
TAX LEVY REQUIREMENTS SCHEDULE
NON-VOTED LEVIES
PAGE 53D

Levy Name (Optional):	Laurel County Planning

Assessed/Market Valuation:	56,985,168.00
Taxable Valuation Less TIF Incremental Value:	54,857,123.00
(10) One Mill Yields:	54,857.12

*Column (3) Total Requirements must equal Column (8) Total Resources

			(1)	(2) = (8) - (1)	(3) = (1) + (2)	(4)	(5)	(6) = (9) X (10)	(7) = (5) + (6)	(8) = (4) + (7)	(9) = (6) ÷ (10)		(11)=(4)-(1)+(7)
Fund #	BARS Fund Name	Fund Name	Appropriations	Budgeted Cash Reserve	Total Requirements	Cash Available	Non-Tax Revenues	Property Tax Revenues	Total Revenues	Total Resources	Mill Levy	Mill Type	Estimated Ending Cash Balance
2255	Planning/Zoning	Laurel Planning	153,451.00	49.81	153,500.81	0.00	12,518.00	140,982.81	153,500.81	153,500.81	2.57	Non-Voted	49.81
		TOTAL	153451	50	153501	0	12518	140983	153501	153501	2.57		50

Balance check per fund:

Total Requirements minus Total Resources; Should equal 0	Budgeted Cash Reserve Limit Percentage - See Instructions for details
0	0%

June-2026-V27.1

*Total Revenues compared to Total Appropriations: 50 *if negative, appropriations exceed the revenues

Total Requirements compared to Total Resources 0 *if other than zero budget is not balanced

Yellowstone County - FY2027
TAX LEVY REQUIREMENTS SCHEDULE
NON-VOTED LEVIES
PAGE 53E

Levy Name (Optional):	Library Taxing

Assessed/Market Valuation:	211,784,753.00
Taxable Valuation Less TIF Incremental Value:	211,091,527.00
(10) One Mill Yields:	211,091.53

*Column (3) Total Requirements must equal Column (8) Total Resources

			(1)	(2) = (8) - (1)	(3) = (1) + (2)	(4)	(5)	(6) = (9) X (10)	(7) = (5) + (6)	(8) = (4) + (7)	(9) = (6) ÷ (10)		(11)=(4)-(1)+(7)
Fund #	BARS Fund Name	Fund Name	Appropriations	Budgeted Cash Reserve	Total Requirements	Cash Available	Non-Tax Revenues	Property Tax Revenues	Total Revenues	Total Resources	Mill Levy	Mill Type	Estimated Ending Cash Balance
2220	Library	Library	1,747,896.00	750.08	1,748,646.08	0.00	230,898.00	1,517,748.08	1,748,646.08	1,748,646.08	7.19	Non-Voted	750.08
		TOTAL	1747896	750	1748646	0	230898	1517748	1748646	1748646	7.19		750

Balance check per fund:

Total Requirements minus Total Resources; Should equal 0	Budgeted Cash Reserve Limit Percentage - See Instructions for details
0	0%

June-2026-V27.1

*Total Revenues compared to Total Appropriations: 750 *if negative, appropriations exceed the revenues

Total Requirements compared to Total Resources 0 *if other than zero budget is not balanced

Yellowstone County - FY2027
TAX LEVY REQUIREMENTS SCHEDULE
NON-VOTED LEVIES
PAGE 53F

Levy Name (Optional):	Soil Conservation

Assessed/Market Valuation:	314,781,649.00
Taxable Valuation Less TIF Incremental Value:	307,045,089.00
(10) One Mill Yields:	307,045.09

*Column (3) Total Requirements must equal Column (8) Total Resources

			(1)	(2) = (8) - (1)	(3) = (1) + (2)	(4)	(5)	(6) = (9) X (10)	(7) = (5) + (6)	(8) = (4) + (7)	(9) = (6) ÷ (10)		(11)=(4)-(1)+(7)
Fund #	BARS Fund Name	Fund Name	Appropriations	Budgeted Cash Reserve	Total Requirements	Cash Available	Non-Tax Revenues	Property Tax Revenues	Total Revenues	Total Resources	Mill Levy	Mill Type	Estimated Ending Cash Balance
2384	NO BARS MATCH	Soil Conservation	160,957.00	100.00	161,057.00	0.00	4,464.00	156,593.00	161,057.00	161,057.00	0.51	Non-Voted	100.00
		TOTAL	160957	100	161057	0	4464	156593	161057	161057	0.51		100

Balance check per fund:

Total Requirements minus Total Resources; Should equal 0	Budgeted Cash Reserve Limit Percentage - See Instructions for details
0	0%

June-2026-V27.1

*Total Revenues compared to Total Appropriations: 100 *if negative, appropriations exceed the revenues

Total Requirements compared to Total Resources 0 *if other than zero budget is not balanced

Yellowstone County - FY2027
TAX LEVY REQUIREMENTS SCHEDULE
NON-VOTED LEVIES
PAGE 53G

Levy Name (Optional):	Weed Control

Assessed/Market Valuation:	487,648,752.00
Taxable Valuation Less TIF Incremental Value:	471,215,479.00
(10) One Mill Yields:	471,215.48

*Column (3) Total Requirements must equal Column (8) Total Resources

			(1)	(2) = (8) - (1)	(3) = (1) + (2)	(4)	(5)	(6) = (9) X (10)	(7) = (5) + (6)	(8) = (4) + (7)	(9) = (6) ÷ (10)		(11)=(4)-(1)+(7)
Fund #	BARS Fund Name	Fund Name	Appropriations	Budgeted Cash Reserve	Total Requirements	Cash Available	Non-Tax Revenues	Property Tax Revenues	Total Revenues	Total Resources	Mill Levy	Mill Type	Estimated Ending Cash Balance
2140	Weed	Weed Control	512,637.00	155,228.31	667,865.31	168,266.00	94,354.00	405,245.31	499,599.31	667,865.31	0.86	Non-Voted	155,228.31
		TOTAL	512637	155228	667865	168266	94354	405245	499599	667865	0.86		155228

Balance check per fund:

Total Requirements minus Total Resources; Should equal 0	Budgeted Cash Reserve Limit Percentage - See Instructions for details
0	30%

June-2026-V27.1

*Total Revenues compared to Total Appropriations: -13,038 *if negative, appropriations exceed the revenues

Total Requirements compared to Total Resources 0 *if other than zero budget is not balanced

Yellowstone County - FY2027
TAX LEVY REQUIREMENTS SCHEDULE
VOTED/PERMISSIVE LEVY
Page 54A

Levy Name (Optional):	COUNTY-WIDE

Assessed/Market Valuation:	487,648,752.00
Taxable Valuation Less TIF Incremental Value:	471,215,479.00
(10) One Mill Yields:	471,215.48

*Column (3) Total Requirements must equal Column (8) Total Resources

			(1)	(2) = (8) - (1)	(3) = (1) + (2)	(4)	(5)	(6) = (9) X (10)	(7) = (5) + (6)	(8) = (4) + (7)	(9) = (6) ÷ (10)				(11)=(4)-(1)+(7)
Fund #	BARS Fund Name	Fund Name	Appropriations	Budgeted Cash Reserve	Total Requirements	Cash Available	Non-Tax Revenues	Property Tax Revenues	Total Revenues	Total Resources	Mill Levy	Mill Type	Sunset Year	Years Remaining	Estimated Ending Cash Balance
2280	Senior Citizens	Seniors (see 53)	1,140,341.46	0.00	1,140,341.46	0.00	0.00	1,140,341.46	1,140,341.46	1,140,341.46	2.42	Voted			0.00
		for Seniors - approp. always equal revenues													
2301	Public Safety	Public Safety - County Atty	8,875,696.00	2,918,835.43	11,794,531.43	4,424,366.00	994,620.00	6,375,545.43	7,370,165.43	11,794,531.43	13.53	Voted			2,918,835.43
2371	Employer Contribution Group H	Permissive Medical Levy	6,269,544.00	4,499.76	6,274,043.76	0.00	162,379.00	6,111,664.76	6,274,043.76	6,274,043.76	12.97	Permissive			4,499.76
		TOTAL	16285581	2923335	19208917	4424366	1156999	13627552	14784551	19208917	28.92				2923335

Balance check per fund:

Total Requirements minus Total Resources; Should equal 0	Budgeted Cash Reserve Limit Percentage - See Instructions for details
0	0%
0	33%
0	0%

June-2026-V27.1

*Total Revenues compared to Total Appropriations: -1,501,031 *if negative, appropriations exceed the revenues

Total Requirements compared to Total Resources 0 *if other than zero budget is not balanced

Yellowstone County - FY2027
TAX LEVY REQUIREMENTS SCHEDULE
VOTED/PERMISSIVE LEVY
Page 54B

Levy Name (Optional):	Lockwood Pedestrian Levy

Assessed/Market Valuation:	29,217,332.00
Taxable Valuation Less TIF Incremental Value:	28,524,106.00
(10) One Mill Yields:	28,524.11

*Column (3) Total Requirements must equal Column (8) Total Resources

			(1)	(2) = (8) - (1)	(3) = (1) + (2)	(4)	(5)	(6) = (9) X (10)	(7) = (5) + (6)	(8) = (4) + (7)	(9) = (6) ÷ (10)				(11)=(4)-(1)+(7)
Fund #	BARS Fund Name	Fund Name	Appropriations	Budgeted Cash Reserve	Total Requirements	Cash Available	Non-Tax Revenues	Property Tax Revenues	Total Revenues	Total Resources	Mill Levy	Mill Type	Sunset Year	Years Remaining	Estimated Ending Cash Balance
2275	Health	Lockwood Pedestrian Safety	660,376.00	217,587.51	877,963.51	521,389.00	14,000.00	342,574.51	356,574.51	877,963.51	12.01	Voted			217,587.51
		TOTAL	660376	217588	877964	521389	14000	342575	356575	877964	12.01				217588

Balance check per fund:

Total Requirements minus Total Resources; Should equal 0	Budgeted Cash Reserve Limit Percentage - See Instructions for details
0	33%

June-2026-V27.1

*Total Revenues compared to Total Appropriations: -303,801 *if negative, appropriations exceed the revenues

Total Requirements compared to Total Resources 0 *if other than zero budget is not balanced

Yellowstone County - FY2027
TAX LEVY REQUIREMENTS SCHEDULE
VOTED/PERMISSIVE LEVY
Page 54C

Levy Name (Optional):	County Road Fund

Assessed/Market Valuation:	211,531,567.00
Taxable Valuation Less TIF Incremental Value:	210,838,341.00
(10) One Mill Yields:	210,838.34

*Column (3) Total Requirements must equal Column (8) Total Resources

			(1)	(2) = (8) - (1)	(3) = (1) + (2)	(4)	(5)	(6) = (9) X (10)	(7) = (5) + (6)	(8) = (4) + (7)	(9) = (6) ÷ (10)				(11)=(4)-(1)+(7)
Fund #	BARS Fund Name	Fund Name	Appropriations	Budgeted Cash Reserve	Total Requirements	Cash Available	Non-Tax Revenues	Property Tax Revenues	Total Revenues	Total Resources	Mill Levy	Mill Type	Sunset Year	Years Remaining	Estimated Ending Cash Balance
2110	Road	Road	1,159,610.88	0.00	1,159,610.88	0.00	0.00	1,159,610.88	1,159,610.88	1,159,610.88	5.50	Voted			0.00
		[Funded by a non-voted levy													
		and also by a voted levy													
		so reserve limit % will be inaccurate													
		without combining the two revenues.													
		Zeroed out the cash, and non-tax													
		revenues on the Voted Levy tab,													
		and made appropriations equal to revenue.													
		Then removed these appropriations													
		from total Road appropriations in													
		Non-voted levies for accurate													
		reserve limit %]													
		TOTAL	1159611	0	1159611	0	0	1159611	1159611	1159611	5.50				0

Balance check per fund:

Total Requirements minus Total Resources; Should equal 0	Budgeted Cash Reserve Limit Percentage - See Instructions for details
0	0%

June-2026-V27.1

*Total Revenues compared to Total Appropriations: 0 *if negative, appropriations exceed the revenues

Total Requirements compared to Total Resources 0 *if other than zero budget is not balanced

Yellowstone County - FY2027
TAX LEVY REQUIREMENTS SCHEDULE
NON-LEVIED FUNDS - SUMMARY SCHEDULE
Page 55

			(1)	(2) = (6) - (1)	(3) = (1) + (2)	(4)	(5)	(6) = (4)+(5)	(7)=(4)-(1)+(5)	
Fund #	BARS Fund Name	Fund Name	Appropriations	Budgeted Cash Reserve	Total Requirements	Cash Available	Non-Tax Revenues	Total Resources	Estimated Ending Cash Balance	Balance check per fund:
2210	Parks/Recreation Civic Center	County Parks	330,313.00	535,702.00	866,015.00	746,015.00	120,000.00	866,015.00	535,702.00	0
2256	Planning/Zoning	Blight Abatement	120,901.00	238,958.00	359,859.00	256,151.00	103,708.00	359,859.00	238,958.00	0
2260	Disaster	Emergency - COVID	480,000.00	0.00	480,000.00	0.00	480,000.00	480,000.00	0.00	0
2390	Drug Forfeiture	Federal Drug Forfeiture	97,000.00	265,415.00	362,415.00	331,415.00	31,000.00	362,415.00	265,415.00	0
2391	Hard Rock Mining Impact	Local Drug Forfeiture	74,304.00	11,321.00	85,625.00	55,425.00	30,200.00	85,625.00	11,321.00	0
2393	Record Preservation	Records Preservation	221,272.00	457,147.00	678,419.00	447,419.00	231,000.00	678,419.00	457,147.00	0
2399	Impact Fees	Youth Services	4,077,513.00	920,114.00	4,997,627.00	1,442,644.00	3,554,983.00	4,997,627.00	920,114.00	0
2500	Other Maintenance Assessment	RSID Maintenance	2,100,000.00	8,935,963.00	11,035,963.00	8,755,963.00	2,280,000.00	11,035,963.00	8,935,963.00	0
2800	Alcohol Rehabilitation	Alcohol Rehab	500,000.00	0.00	500,000.00	0.00	500,000.00	500,000.00	0.00	0
2830	Junk Vehicle	Junk Vehicle	253,278.00	105,776.00	359,054.00	143,054.00	216,000.00	359,054.00	105,776.00	0
2900	PILT	PILT	430,000.00	645,456.00	1,075,456.00	800,456.00	275,000.00	1,075,456.00	645,456.00	0
2950	DUI Task Force	DUI Task Force	100,909.00	54,392.00	155,301.00	49,301.00	106,000.00	155,301.00	54,392.00	0
3060	G.O. Debt	Limited G.O. Debt Svc	679,326.00	0.00	679,326.00	0.00	679,326.00	679,326.00	0.00	0
3400	SID Revolving	RSID Revolving	25,000.00	41,800.00	66,800.00	56,800.00	10,000.00	66,800.00	41,800.00	0
3500	Special Assessment Debt*	RSID Bond	10,000.00	30,148.00	40,148.00	38,148.00	2,000.00	40,148.00	30,148.00	0
4050	Capital Projects	Capital Projects	27,708,750.00	32,220,291.00	59,929,041.00	45,474,041.00	14,455,000.00	59,929,041.00	32,220,291.00	0
4200	Proceeds from S.I.D. Bonds	RSID Construction	750,000.00	0.00	750,000.00	0.00	750,000.00	750,000.00	0.00	0
5410	Solid Waste/Landfill (Garbage)	Solid Waste	649,000.00	291,161.00	940,161.00	313,661.00	626,500.00	940,161.00	291,161.00	0
5811	NO BARS MATCH	Metra CIP	4,249,000.00	5,122,495.00	9,371,495.00	6,633,495.00	2,738,000.00	9,371,495.00	5,122,495.00	0
6040	Equipment Rental	GIS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0
6050	Self Insurance	Health Insurance	15,347,000.00	12,941,213.00	28,288,213.00	14,108,493.00	14,179,720.00	28,288,213.00	12,941,213.00	0
6060	NO BARS MATCH	Technology	1,633,000.00	376,839.00	2,009,839.00	695,009.00	1,314,830.00	2,009,839.00	376,839.00	0
		TOTAL	59836566	63194191	123030757	80347490	42683267	123030757	63,194,191	

June-2026-V27.1

*Total Revenues compared to Total Appropriations: -17,153,299 *if negative, appropriations exceed the revenues

Total Requirements compared to Total Resources 0 *if other than zero budget is not balanced

Yellowstone County

TAXABLE VALUATION SCHEDULE

Fiscal Year ending June 30, 2027

PROPERTY CLASSIFICATION	Entity-wide Taxable Valuation	Road Taxable Valuation	**County Planning** Taxable Valuation	**Laurel Planning** Taxable Valuation	**Library Taxing** Taxable Valuation	**Soil Conservation** Taxable Valuation	**Lockwood Pedestrian Levy** Taxable Valuation	
Real	386,256,136	149,846,035	345,212,620	41,043,516	150,024,244	692,846,793	22,866,756	
Personal	9,877,836	6,242,083	9,336,076	541,760	6,242,275	-	871,620	
Special Mobile	-	-	-	-	-	-	-	
Manufactured Homes	3,801,122	1,586,617	3,496,923	304,199	1,595,073	-	529,804	
Centrally Assessed	87,713,658	53,856,832	72,617,965	15,095,693	53,923,161	95,904,650	4,949,152	
Net & Gross Proceeds	-	-	-	-	-	-	-	
TOTAL.....	487,648,752	211,531,567	430,663,584	56,985,168	211,784,753	788,751,443	29,217,332	-

http://svc.mt.gov/dor/property/cov

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

Meeting Date: 10/06/2026

Title: Lockwood PED Sidewalk Repairs Askin Construction Pay App #1

Submitted By: Jared Gavin

TOPIC:

Lockwood PED Sidewalk Repairs Askin Construction Pay App #1

BACKGROUND:

Yellowstone County Lockwood PED Sidewalk Repair, Yellowstone County, pay application #1 (retainage) to Askin Construction Company in the amount of $21,304.00 less 1% State of Montana Gross Receipts Tax ($213.04) that will be paid directly to the State of Montana, for a net amount of $21,090.96.

RECOMMENDED ACTION:

Sign the pay application and return a copy to Finance

Attachments

Yellowstone County Askin Construction Contract

Askin Construction Pay App#1

YELLOWSTONE COUNTY
INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and Askin Construction , herein referred to as "CONTRACTOR", whose address is 3922 Coulson Road E., Billings, MT 59101 .

THE PARTIES AGREE AS FOLLOWS:

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

The Contractor shall provide all labor and equipment necessary to complete the requirements of the Lockwood Pedestrian Safety District, Sidewalk Repair Project.

The specific objective of this project is to remove and replace existing base material and broken sections of concrete in front of dumpsters and settled sidewalk in Emerald View Park Subdivision and heaved sections of sidewalk along Hillner Lane.

To accomplish this, the project will remove the existing sidewalk along Rockwood Street, Andrick Avenue, Finley Circle, and Hillner Lane.

A 6" base material will be required beneath a 6" concrete flatwork that matches existing concrete widths. Excavation/Compaction, removal and disposal of all existing materials, and utilization of a pump truck shall be included in the bid price.

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

3. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR shall commence work upon approval of this Contract by both parties AND issuance of Notice to Proceed. The CONTRACTOR shall have 21-calendar days from issuance of notice to proceed and shall complete the described work by October 1, 2026.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of $ $21,304.00 .
(amount in words) (Twenty-One Thousand Three Hundred Four Dollars and Zero Cents)
CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's quote dated, (month/day)_____May/22___,2026
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. Exhibit A, attached hereto
5. Lockwood Sidewalk Repair Request for Quotes

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

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

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

The successful bidder will be required to provide the COUNTY with a performance bond and labor and materials bond, both for 100% of the contract amount, within ten (10) days of the execution of the contract and prior to starting any work on the project.

10. INDEMNIFICATION: CONTRACTOR agrees to waive all claims and recourse against COUNTY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with incidental to CONTRACTOR's performance of this Contract

except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR shall indemnify, hold harmless and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONTRACTORS's negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of COUNTY or its offices, agents or employees.

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

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

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

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

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

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

17. SUSPENSION: Without terminating this Contract, COUNTY may suspend CONTRACTOR's services following written notice. On the suspension date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. CONTRACTOR shall be reimbursed for all reasonable costs incurred and unpaid for services rendered through the suspension date specified

in the notice, but in no case will CONTRACTOR be paid for services rendered after the date of such suspension. If resumption of CONTRACTOR's services requires any waiver or change in this Contract, any such waiver or change shall require the written agreement of all parties, and the writing shall be attached as an addendum to this Contract.

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

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

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

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

This Contract will be effective May 27, 2026.

COUNTY:
Yellowstone County
Billings, MT 59101

CONTRACTOR
Askin Construction
[Company Name]
3922 Coulson Road E., Billings, MT 59101
[Company City, State & Zip Code]

Mark Morse, Chair
Board of County Commissioners

[Individual's Name and Individual's Title]

ATTEST:

Jeff Martin, Clerk and Recorder

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COUNTY:
Yellowstone County
Billings, MT 59101

Mark Morse, Chair
Board of County Commissioners

CONTRACTOR
Askin Construction
[Company Name]
3922 Coulson Road E., Billings, MT 59101
[Company City, State & Zip Code]

[Individual's Name and Individual's Title]
Dennis Ross, General Manager

ATTEST:

Jeff Martin, Clerk and Recorder

26814
Lockwood Sidewalk Repair
CONTRACTOR: Askin Construction

Yellowstone County	
CONTRACTOR APPLICATION FOR PAYMENT NUMBER:	Number (#1)
SUBMITTED BY:	Askin Construction

PROGRESS PAYMENT	
APPLICATION PERIOD:	6/25/26 - 7/22/26
DATE PREPARED:	July 22, 2026

	CONTRACT		CONTRACT			THIS APPLICATION		PRIOR APPLICATION		TO DATE			UNIT
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	% OF BID	COMPLETE (X)
	Schedule #												
10	Mobilization	L	1.000	2,100.00	$2,100.00	1.00	$2,100.00	0.00	$0.00	1.00	$2,100.00	100.0%	
20	Taxes/Bonds/Insurance	L	1.000	585.00	$585.00	1.00	$585.00	0.00	$0.00	1.00	$585.00	100.0%	
30	Construction Traffic Control	L	1.000	275.00	$275.00	1.00	$275.00	0.00	$0.00	1.00	$275.00	100.0%	
40	Remove/Dispose Existing Base Material and Concrete	S	106.000	42.00	$4,452.00	106.00	$4,452.00	0.00	$0.00	106.00	$4,452.00	100.0%	
50	1-1/2" Minus Base Course	C	18.000	190.00	$3,420.00	18.00	$3,420.00	0.00	$0.00	18.00	$3,420.00	100.0%	
60	New 6-inch Concrete Sidewalk	S	952.000	11.00	$10,472.00	952.00	$10,472.00	0.00	$0.00	952.00	$10,472.00	100.0%	
	CONTRACT SUB-TOTAL				**$21,304.00**		**$21,304.00**		**$0.00**		**$21,304.00**	**100.0%**	
CO#	Change Order #		1.00	$0.00	$0.00		$0.00		$0.00	0.00	$0.00	0.0%	
CO#	Change Order #		1.00	$0.00	$0.00		$0.00		$0.00	0.00	$0.00	0.0%	
CO#	Change Order #				$0.00		$0.00		$0.00	0.00	$0.00		
	CONTRACT TOTAL				**$21,304.00**		**$21,304.00**		**$0.00**		**$21,304.00**	**100.0%**	
	LESS TEST FAILURE DEDUCTIONS (ENTER POSITIVE QUANTITY, NEGATIVE AMOUNT)								$0.00	0.00	$0.00		
	LESS LIQUIDATED DAMAGES (ENTER POSITIVE QUANTITY, NEGATIVE AMOUNT)								$0.00	0.00	$0.00		
	TOTAL DEDUCTIONS					0.00	$ -	0.00	$ -	0.00	$ -		
							$21,304.00		**$0.00**		**$21,304.00**		
	MATERIALS RECEIVED THIS APPLICATION (SUBMIT INVOICES FOR THIS APPLICATION PERIOD ONLY)												
	MATERIALS INSTALLED THIS APPLICATION (ENTER NEGATIVE AMOUNT)												
	TOTAL DUE CONTRACTOR						**$21,304.00**						

MATERIAL RECEIVED THIS APPLICATION	$0.00
MATERIAL RECEIVED PRIOR APPLICATIONS	$0.00
TOTAL MATERIAL RECEIVED	$0.00
MATERIAL INSTALLED THIS APPLICATION (VALUE SHOULD BE NEGATIVE)	$0.00
MATERIAL INSTALLED PRIOR APPLICATIONS (VALUE SHOULD BE NEGATIVE)	$0.00
TOTAL MATERIAL INSTALLED (VALUE SHOULD BE NEGATIVE)	$0.00
TOTAL MATERIAL ON HAND NOT INSTALLED	$0.00
TOTAL WORK COMPLETED TO DATE	$21,304.00
TOTAL WORK AND MATERIALS TO DATE	$21,304.00
DEDUCTIONS TO DATE (VALUE SHOULD BE NEGATIVE)	$0.00
TOTAL TO DATE	$21,304.00
LESS TOTAL RETAINAGE TO DATE (5%)	$0.00
RETAINAGE THIS APPLICATION	$0.00
CONTRACTOR RETAINAGE THIS APPLICATION	$0.00
1% MONTANA TAX ON RETAINAGE THIS APPLICATION	$0.00
TOTAL EARNED TO DATE (INCL. 1% MONTANA TAX)	$21,304.00
LESS PREVIOUS PAYMENTS (INCL. 1% MONTANA TAX)	$0.00
TOTAL THIS APPLICATION (INCL. 1% MONTANA TAX)	$21,304.00
LESS 1% MONTANA TAX THIS APPLICATION (INCL. RETAINAGE)	$213.04
LESS 1% MONTANA TAX THIS APPLICATION	$213.04
TOTAL PAYMENT TO CONTRACTOR THIS APPLICATION (INCL. RETAINAGE)	$21,090.96
TOTAL PAYMENT TO CONTRACTOR THIS APPLICATION	**$21,090.96**

CONTRACTOR RETAINAGE INFORMATION	
TOTAL RETAINAGE TO DATE	$0.00
CONTRACTOR PORTION	$0.00
1% MT TAX	$0.00
TOTAL RETAINAGE REMAINING	$0.00
CONTRACTOR PORTION	**$0.00**
1% MT TAX PORTION	$0.00

COMPLETED RETAINAGE RELEASES		
DATE		
TOTAL		
CONT	$0.00	$0.00
MT TAX	$0.00	$0.00

CONTRACT TIME	
+ or - Change Order	0
Total Contract Time	0
Less Used	
Total Days Remaining	0
Percent Of Time Used	#DIV/0!

START / STOP DATES	
START	
STOP	
WEATHER DAYS	
ESTIMATED END	
SUBST. CMPLTE.	

I Hereby Certify These Quantities And Times To Be True And Correct:	
	Wilhelm Scott
Enter Project Eng's name here DATE	*Wilhelm Scott / Asst PM*
PROJECT ENGINEER	Askin Construction
	7/22/2026
Enter Project Mgr's name here DATE	
Yellowstone County	

B.O.C.C. Regular

3. c.

Meeting Date: 10/06/2026

Title: RTE - Plasma Torch with Lead

Submitted For: Monica Plecker, Public Works Director

Submitted By: Monica Plecker, Public Works Director

TOPIC:

RTE - Plasma Torch with Lead

BACKGROUND:

PW needs to purchase a new plasma torch and lead. The item was discussed with the BOCC on September 24.

RECOMMENDED ACTION:

Approve

Attachments

RTE

Yellowstone County

Request to Expend

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

Item(s) Requested:
Plasma Torch w/ lead

Cost: 5,750.00

Other Costs: _____

Less Trade-in / Discount _____

Net Cost of Request 5,750.00

Explanation of Purchase
R&B shop needs to replace existing plasma torch. Took to BOCC Discussion on 9/24/26 - OK

Public Works / R&B — Monica Plecker

Department — **Elected Official or Department Manager**

Budget Information

Account Numbers: 4050-940

Budget Balance: _____

Is this a budgeted item? No.

Finance Note: _____

_____

_____

_____

Purchasing Agent — **Date**

COMMISSIONER ACTION

Approved: YES ___ NO ___

Tabled: _____

Date: _____

Votes: YES NO

Chairperson _____ _____

Member _____ _____

Member _____ _____

B.O.C.C. Regular

3. d.

Meeting Date: 10/06/2026

Title: Administration Building Renovation- Dick Anderson Pay App #22

Submitted By: Jared Gavin

TOPIC:

Administration Building Renovation- Dick Anderson-Pay App #22

BACKGROUND:

Administration Building Renovation, Yellowstone County, pay application #22 (retainage) to Dick Anderson Construction Company in the amount of $91,424.61 less 1% State of Montana Gross Receipts Tax ($914.25) that will be paid directly to the State of Montana, for a net amount of $90,510.36. Already in budgeted amount coming from budget 4050.

RECOMMENDED ACTION:

Sign the pay application and return a copy to Finance

Attachments

Dick Anderson Construction Pay App #22

Application and Certificate For Payment

To Owner: YELLOWSTONE COUNTY PO BOX 35010 BILLINGS, MT 59107	Project: Administration Building Reno 2825 3rd Ave N Billings, MT 59101	Application No.: 4416-22	Date: 9/24/2026
		Period To: 9/30/2026	
From: (Contractor): Dick Anderson Construction 4512 SOUTH FRONTAGE ROAD BILLINGS, MT 59101	Contractor Job Number: 4416-YELLOW	Arichitect's Project No:	
		Contract date: 9/12/2024	
	Contract For:		

Contractor's Application for Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
Change orders approved this month		
Totals		
Net change by change orders		

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

Contractor: AJ Harmon

By: _____ Date: 9/24/26

State of: Montana County of: Yellowstone

Subscribed and sworn to before me this 24 day of September

2026 (year). Notary public: Kristi Hansen

My commission expires

February 20, 2027

KRISTI HANSEN NOTARY SEAL STATE OF MONTANA

KRISTI HANSEN
NOTARY PUBLIC FOR THE
STATE OF MONTANA
RESIDING AT BILLINGS (YELLOWSTONE), MONTANA
MY COMMISSION EXPIRES
FEBRUARY 20, 2027

Original contract sum	$14,993,235.00
Net change by change orders	$1,189,582.83
Contract sum to date	$16,182,817.83
Total completed and stored to date	$16,176,031.65
Retainage	
0.06% of completed work	$8,975.94
Total earned less retainage	$16,167,055.71
Less previous certificates for payment	$16,075,631.10
Current sales Tax 7.700% of taxable	$0.00
Current payment due	$91,424.61
Less Gross Receipts Tax	914.25
CURRENT PAYMENT DUE	90,510.36
Balance to finish, including retainage	$15,762.12

Architect's Certificate for Payment

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

Amount Certified: $ 91,424.61

Architect:

By: Jeff Rupp Date: 9.29.2026

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

***OBLIGATIONS UPON DELAY OF PAYMENT** *Pursuant to the requirements of Section 28-2-2104 of the Montana Code Annotated, if a periodic or final payment is delayed more than 30 days from the date the payment is required, the Owner shall pay the contractor interest beginning on the day following the date when the payment is due at the rate specified in the contract or if the contract is silent, interest will be calculated at a rate of 1 1/2% a month, or a pro rata fraction thereof, on the unpaid balance.

Application and Certificate of Payment -- page 2

To Owner: YELLOWSTONE COUNTY
From (Contractor):
Project: 4416-YELLOW / Administration Building F

Application No:
Contractor's Job Number: 4416-YELLOW
Architect's Job Number:

Period To: 9/30/2026

Item Number	Description	Scheduled Value	Work Completed: Previous Application	Work Completed: This Period	Materials Presently Stored	Completed And Stored To Date	% Comp	Balance To Finish	Retention
001	GENERAL CONDITIONS	703,024.00	703,024.00			703,024.00	100.00		
002	01-1 FINAL CLEANING	18,000.00	18,000.00			18,000.00	100.00		
003	01-2 MATERIAL HOIST	230,512.00	230,512.00			230,512.00	100.00		
004	03-1 CONCRETE	71,921.00	71,921.00			71,921.00	100.00		
005	03-3 FIBER REINFORCED PC	103,150.00	103,150.00			103,150.00	100.00		
006	05-1 STRUCTURAL STEEL F/	175,500.00	175,500.00			175,500.00	100.00		
007	06-1 CARPENTRY & MISCEL	747,950.00	747,950.00			747,950.00	100.00		
008	06-2 ARCHITECTURAL CASE	422,826.00	422,826.00			422,826.00	100.00		
009	07-2 THERMAL INSULATION	50,143.00	50,143.00			50,143.00	100.00		
010	07-5 APPLIED FIRE PROTEC	256,805.00	256,805.00			256,805.00	100.00		
011	08-1 DOORS, FRAMES, & HA	479,009.00	479,009.00			479,009.00	100.00		
012	08-2 ALUMINUM FRAMED SY	339,606.00	339,606.00			339,606.00	100.00		
013	08-3 OVERHEAD/SPECIALTY	19,905.00	19,905.00			19,905.00	100.00		
014	09-1 METAL STUD FRAMING	348,493.00	348,493.00			348,493.00	100.00		
015	09-2 GYPSUM BOARD ASSEI	400,302.00	400,302.00			400,302.00	100.00		
016	09-3 FLOORING & TILE	672,810.00	672,810.00			672,810.00	100.00		
017	09-4 SUSPENDED CEILINGS	422,573.00	422,573.00			422,573.00	100.00		
018	09-5 PAINTING	126,760.00	126,760.00			126,760.00	100.00		
019	10-1 SPECIALTIES	169,080.00	169,080.00			169,080.00	100.00		
020	10-2 SIGNAGE	53,870.00	53,870.00			53,870.00	100.00		
021	10-4 FOLDING PANEL PARTI	23,074.00	23,074.00			23,074.00	100.00		
022	12-1 ROLLER WINDOW SHA	90,000.00	90,000.00			90,000.00	100.00		
023	14-1 ELEVATORS & CONVEY	59,794.00	59,794.00			59,794.00	100.00		
024	21-1 FIRE SUPPRESSION	413,397.00	413,397.00			413,397.00	100.00		
025	22-1 PLUMBING	2,199,408.00	2,199,408.00			2,199,408.00	100.00		
026	23-1 HVAC	1,790,605.00	1,790,605.00			1,790,605.00	100.00		
027	26-1 ELECTRICAL, COMMUN	2,863,406.00	2,863,406.00			2,863,406.00	100.00		
028	BLANK								
029	BLANK								
030	ALLOWANCE: ELEVATOR AL								
031	ALLOWANCE: WINTER CON	17,105.00	17,105.00			17,105.00	100.00		
032	CONTINGENCY								
033	BUILDING INFORMATION MC	20,000.00	20,000.00			20,000.00	100.00		

Application and Certificate of Payment -- page 2

To Owner: YELLOWSTONE COUNTY
From (Contractor):
Project: 4416-YELLOW / Administration Building F

Application No:
Contractor's Job Number: 4416-YELLOW
Architect's Job Number:

Period To: 9/30/2026

Item Number	Description	Scheduled Value	Work Completed: Previous Application	Work Completed: This Period	Materials Presently Stored	Completed And Stored To Date	% Comp	Balance To Finish	Retention
034	GL & OCP INSURANCE	122,124.00	122,124.00			122,124.00	100.00		
035	PERFORMANCE & PAYMENT	75,019.00	75,019.00			75,019.00	100.00		
036	DAC FEE	564,031.00	561,380.05	2,425.34		563,805.39	99.96	225.61	389.19
037	MONTANA GRT 1%	149,932.00	149,227.32	644.71		149,872.03	99.96	59.97	103.47
038	February 2025 Contingency A.	-109,450.14	-109,450.14			-109,450.14	100.00		
039	March 2025 Contingency Adju	197,132.97	197,132.97			197,132.97	100.00		
040	April 2025 Contingency Adju...	58,582.02	58,582.02			58,582.02	100.00		
041	May 2025 Contingency Adjust.	156,528.81	156,528.81			156,528.81	100.00		
042	June 2025 Contingency Adjus.	28,952.53	28,952.53			28,952.53	100.00		
043	July 2025 Contingency Adjus..	101,584.62	101,584.62			101,584.62	100.00		
044	August 2025 Contingency Adj.	13,193.56	13,193.56			13,193.56	100.00		
045	PR #9 11 5th floor HVAC & C..	515,388.61	515,388.61			515,388.61	100.00		
046	September 2025 Contingency	154,536.61	154,536.61			154,536.61	100.00		
047	Proposal Request #13 Basem	174,539.12	174,539.12			174,539.12	100.00		
048	Bid Package 31-1	161,414.28	161,414.28			161,414.28	100.00		
049	October 2025 Contingency Ad	53,884.66	53,884.66			53,884.66	100.00		
050	November 2025 Contingency /	38,688.33	38,688.33			38,688.33	100.00		
051	December 2025 Contingency /	42,659.13	42,659.13			42,659.13	100.00		
052	January 2026 Contingency Ad	34,132.78	34,132.78			34,132.78	100.00		
053	February 2026 Contingency A.	15,153.15	15,153.15			15,153.15	100.00		
054	Change Order #3 New Exterio	79,442.01	79,442.01			79,442.01	100.00		
055	March 2026 Contingency Adju	32,721.00	32,721.00			32,721.00	100.00		
056	Proposal Request #14 5th fl...	57,433.61	57,433.61			57,433.61	100.00		
057	Proposal Request #15 Additi...	152,778.60	87,778.00	58,500.00		146,278.00	95.75	6,500.60	7,313.90
058	July 2026 Contingency Adjus..	7,555.00	7,555.00			7,555.00	100.00		377.75
059	Additional Parking Lot Boll...	15,832.57		15,832.57		15,832.57	100.00		791.63
	Application Total	16,182,817.83	16,098,629.03	77,402.62		16,176,031.65	99.96	6,786.18	8,975.94

CONTRACTOR'S CONDITIONAL WAIVER

AND LIEN RELEASE

DAC Job# 04-24-416
Project Name Administration Building Reno
Project Location 2825 3rd Ave N Billings, MT

Upon receipt by the undersigned company of a PROGRESS PAYMENT from Yellowstone County
in the sum of: **$90,510.36**
(Ninety Thousand Five Hundred Ten Dollars and Thirty Six Cents)

payable to DICK ANDERSON CONSTRUCTION, INC. and when the check has been properly endorsed and paid by the bank upon which it is drawn, this document shall become effective to waive and release any mechanic's lien, stop notice or bond right the undersigned has on the job of the owner located at **2825 3rd Ave N Billings, MT** up through **September 30th, 2026,** except that the waiver and release does not cover any retainage, items furnished after said date, or any unpaid change orders or disputed claims.

Executed on: September 24, 2026

Dick Anderson Construction, Inc

KRISTI HANSEN
NOTARY PUBLIC FOR THE
STATE OF MONTANA
RESIDING AT BILLINGS (YELLOWSTONE), MONTANA
MY COMMISSION EXPIRES
FEBRUARY 20, 2027

By: _____

State of: Montana County of: Yellowstone
Subscribed and sworn before me on September 24, 2026
Notary Public: Kristi Hansen

My Commission Expires: February 20, 2027

B.O.C.C. Regular 3. e.

Meeting Date: 10/06/2026

Title: Administration Building Renovation-Dick Anderson Construction Pay App #21

Submitted By: Jared Gavin

TOPIC:

Administration Building Renovation- Dick Anderson Construction Pay App #21

BACKGROUND:

Yellowstone County Administration Building, Yellowstone County, pay application #21 (retainage) to Dick Anderson Construction Company in the amount of $14,928.26 less 1% State of Montana Gross Receipts Tax ($149.28) that will be paid directly to the State of Montana, for a net amount of $14,778.98. Already in budgeted amount, coming from budget 4050.

RECOMMENDED ACTION:

Sign the pay application and return a copy to Finance

Attachments

Dick Anderson Construction Pay App#21

Application and Certificate For Payment

To Owner: YELLOWSTONE COUNTY PO BOX 35010 BILLINGS, MT 59107	Project: Administration Building Reno 2825 3rd Ave N Billings, MT 59101	Application No.: 4416-21 Date: 8/31/2026 Period To: 8/31/2026 Arichitect's Project No: Contract date: 9/12/2024
From: (Contractor): Dick Anderson Construction 4512 SOUTH FRONTAGE ROAD BILLINGS, MT 59101	Contractor Job Number: 4416-YELLOW	
	Contract For:	

Contractor's Application for Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
Change orders approved this month		
Totals		
Net change by change orders		

Original contract sum	$14,993,235.00
Net change by change orders	$1,181,473.12
Contract sum to date	$16,174,708.12
Total completed and stored to date	$16,098,629.03
Retainage	
0.14% of completed work	$22,997.93
Total earned less retainage	$16,075,631.10
Less previous certificates for payment	$16,060,702.84
Current sales Tax 7.700% of taxable	$0.00
Current payment due	$14,928.26
Less Gross Receipts Tax	149.28
CURRENT PAYMENT DUE	14,778.98
Balance to finish, including retainage	$99,077.02

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

Contractor: dj Harmon

By: _____ Date: 8/31/26

State of: Montana County of: Yellowstone

Subscribed and sworn to before me this 31 day of August, 2026 (year). Notary public: Kristi Hansen

My commission expires February 20, 2027

KRISTI HANSEN NOTARY PUBLIC SEAL STATE OF MONTANA

KRISTI HANSEN
NOTARY PUBLIC FOR THE
STATE OF MONTANA
RESIDING AT BILLINGS (YELLOWSTONE), MONTANA
MY COMMISSION EXPIRES
FEBRUARY 20, 2027

Architect's Certificate for Payment

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

Amount Certified: $ 14,928.26

Architect:

By: Jeff Rupp Date: 9.8.2026

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

***OBLIGATIONS UPON DELAY OF PAYMENT** *Pursuant to the requirements of Section 28-2-2104 of the Montana Code Annotated, if a periodic or final payment is delayed more than 30 days from the date the payment is required, the Owner shall pay the contractor interest beginning on the day following the date when the payment is due at the rate specified in the contract or if the contract is silent, interest will be calculated at a rate of 1 1/2% a month, or a pro rata fraction thereof, on the unpaid balance.

Application and Certificate of Payment -- page 2

To Owner: YELLOWSTONE COUNTY
From (Contractor):
Project: 4416-YELLOW / Administration Building F

Application No:
Contractor's Job Number: 4416-YELLOW
Architect's Job Number:

Period To: 8/31/2026

Item Number	Description	Scheduled Value	Work Completed: Previous Application	Work Completed: This Period	Materials Presently Stored	Completed And Stored To Date	% Comp	Balance To Finish	Retention
001	GENERAL CONDITIONS	703,024.00	703,024.00			703,024.00	100.00		
002	01-1 FINAL CLEANING	18,000.00	18,000.00			18,000.00	100.00		
003	01-2 MATERIAL HOIST	230,512.00	230,512.00			230,512.00	100.00		
004	03-1 CONCRETE	71,921.00	71,921.00			71,921.00	100.00		
005	03-3 FIBER REINFORCED PC	103,150.00	103,150.00			103,150.00	100.00		
006	05-1 STRUCTURAL STEEL F/	175,500.00	175,500.00			175,500.00	100.00		
007	06-1 CARPENTRY & MISCEL	747,950.00	747,950.00			747,950.00	100.00		
008	06-2 ARCHITECTURAL CASE	422,826.00	422,826.00			422,826.00	100.00		
009	07-2 THERMAL INSULATION	50,143.00	50,143.00			50,143.00	100.00		
010	07-5 APPLIED FIRE PROTEC	256,805.00	256,805.00			256,805.00	100.00		
011	08-1 DOORS, FRAMES, & HA	479,009.00	479,009.00			479,009.00	100.00		
012	08-2 ALUMINUM FRAMED SY	339,606.00	339,606.00			339,606.00	100.00		
013	08-3 OVERHEAD/SPECIALTY	19,905.00	19,905.00			19,905.00	100.00		
014	09-1 METAL STUD FRAMING	348,493.00	348,493.00			348,493.00	100.00		
015	09-2 GYPSUM BOARD ASSEI	400,302.00	400,302.00			400,302.00	100.00		
016	09-3 FLOORING & TILE	672,810.00	672,810.00			672,810.00	100.00		
017	09-4 SUSPENDED CEILINGS	422,573.00	422,573.00			422,573.00	100.00		
018	09-5 PAINTING	126,760.00	126,760.00			126,760.00	100.00		
019	10-1 SPECIALTIES	169,080.00	169,080.00			169,080.00	100.00		
020	10-2 SIGNAGE	53,870.00	53,870.00			53,870.00	100.00		
021	10-4 FOLDING PANEL PARTI	23,074.00	23,074.00			23,074.00	100.00		
022	12-1 ROLLER WINDOW SHA	90,000.00	90,000.00			90,000.00	100.00		
023	14-1 ELEVATORS & CONVEY	59,794.00	59,794.00			59,794.00	100.00		
024	21-1 FIRE SUPPRESSION	413,397.00	413,397.00			413,397.00	100.00		
025	22-1 PLUMBING	2,199,408.00	2,199,408.00			2,199,408.00	100.00		
026	23-1 HVAC	1,790,605.00	1,790,605.00			1,790,605.00	100.00		
027	26-1 ELECTRICAL, COMMUN	2,863,406.00	2,863,406.00			2,863,406.00	100.00		
028	BLANK								
029	BLANK								
030	ALLOWANCE: ELEVATOR AL								
031	ALLOWANCE: WINTER CON	17,105.00	17,105.00			17,105.00	100.00		
032	CONTINGENCY	7,722.86						7,722.86	
033	BUILDING INFORMATION MC	20,000.00	20,000.00			20,000.00	100.00		

Application and Certificate of Payment -- page 2

To Owner: YELLOWSTONE COUNTY
From (Contractor):
Project: 4416-YELLOW / Administration Building F

Application No:
Contractor's Job Number: 4416-YELLOW
Architect's Job Number:

Period To: 8/31/2026

Item Number	Description	Scheduled Value	Work Completed: Previous Application	Work Completed: This Period	Materials Presently Stored	Completed And Stored To Date	% Comp	Balance To Finish	Retention
034	GL & OCP INSURANCE	122,124.00	122,124.00			122,124.00	100.00		
035	PERFORMANCE & PAYMENT	75,019.00	75,019.00			75,019.00	100.00		
036	DAC FEE	564,031.00	560,816.02	564.03		561,380.05	99.53	2,650.95	267.92
037	MONTANA GRT 1%	149,932.00	149,077.39	149.93		149,227.32	99.53	704.68	71.23
038	February 2025 Contingency A.	-109,450.14	-109,450.14			-109,450.14	100.00		
039	March 2025 Contingency Adju	197,132.97	197,132.97			197,132.97	100.00		
040	April 2025 Contingency Adju...	58,582.02	58,582.02			58,582.02	100.00		
041	May 2025 Contingency Adjust.	156,528.81	156,528.81			156,528.81	100.00		
042	June 2025 Contingency Adjus.	28,952.53	28,952.53			28,952.53	100.00		
043	July 2025 Contingency Adjus..	101,584.62	101,584.62			101,584.62	100.00		
044	August 2025 Contingency Adj.	13,193.56	13,193.56			13,193.56	100.00		
045	PR #9 11 5th floor HVAC & C..	515,388.61	515,388.61			515,388.61	100.00		17,019.43
046	September 2025 Contingency	154,536.61	154,536.61			154,536.61	100.00		
047	Proposal Request #13 Basem	174,539.12	174,539.12			174,539.12	100.00		872.70
048	Bid Package 31-1	161,414.28	161,414.28			161,414.28	100.00		
049	October 2025 Contingency Ad	53,884.66	53,884.66			53,884.66	100.00		
050	November 2025 Contingency /	38,688.33	38,688.33			38,688.33	100.00		
051	December 2025 Contingency /	42,659.13	42,659.13			42,659.13	100.00		
052	January 2026 Contingency Ad	34,132.78	34,132.78			34,132.78	100.00		
053	February 2026 Contingency A.	15,153.15	15,153.15			15,153.15	100.00		
054	Change Order #3 New Exterio	79,442.01	79,442.01			79,442.01	100.00		
055	March 2026 Contingency Adju	32,721.00	32,721.00			32,721.00	100.00		
056	Proposal Request #14 5th fl...	57,433.61	57,433.61			57,433.61	100.00		
057	Proposal Request #15 Additi...	152,778.60	72,778.00	15,000.00		87,778.00	57.45	65,000.60	4,388.90
058	July 2026 Contingency Adjus..	7,555.00	7,555.00			7,555.00	100.00		377.75
	Application Total	16,174,708.12	16,082,915.07	15,713.96		16,098,629.03	99.53	76,079.09	22,997.93

CONTRACTOR'S CONDITIONAL WAIVER

AND LIEN RELEASE

DAC Job# 04-24-416
Project Name Administration Building Reno
Project Location 2825 3rd Ave N Billings, MT

Upon receipt by the undersigned company of a PROGRESS PAYMENT from Yellowstone County
in the sum of: **$14,778.98**
(Fourteen Thousand Seven Hundred Seventy Eight Dollars and Ninety Eight Cents)

payable to DICK ANDERSON CONSTRUCTION, INC. and when the check has been properly endorsed and paid by the bank upon which it is drawn, this document shall become effective to waive and release any mechanic's lien, stop notice or bond right the undersigned has on the job of the owner located at **2825 3rd Ave N Billings, MT** up through **August 31st, 2026,** except that the waiver and release does not cover any retainage, items furnished after said date, or any unpaid change orders or disputed claims.

Executed on: August 31, 2026

Dick Anderson Construction, Inc

KRISTI HANSEN
NOTARY PUBLIC FOR THE
STATE OF MONTANA
RESIDING AT BILLINGS (YELLOWSTONE), MONTANA
MY COMMISSION EXPIRES
FEBRUARY 20, 2027

By: AJ Herman

State of: Montana County of: Yellowstone
Subscribed and sworn before me on August 31, 2026
Notary Public: Kristi Hansen
Kristi Hansen
My Commission Expires: February 20, 2027

B.O.C.C. Regular 3. f.
Meeting Date: 10/06/2026
Title: Bond for Lost Warrant
Submitted By: Anna Ullom, Senior Accountant

TOPIC:
Bond for Lost Warrant

BACKGROUND:
Bond for lost warrants returned for lost checks.

RECOMMENDED ACTION:
Approve reissue.

Attachments
Bond for Lost Warrant

BOND FOR LOST WARRANT

On August 21, 2026 Yellowstone County issued a warrant numbered 872384 to EMINETH, LAUREN J (Principal) in the amount of $2,103.92. The warrant was drawn in payment of PAYROLL FOR 8/1-8/15/26. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of $2,103.92 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 $ 4,207.84 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Principal Signature

209 Court St
Mailing Address for replacement check

Keene, NH 03431
City, State Zip

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

This instrument was acknowledged before me on this 24th day of September, 2026,

by Lauren J Emineth.

Notary Signature

(NOTARIAL SEAL/STAMP)

STEFANIE ANS
NOTARY PUBLIC
for the State of Montana
Residing at Billings, Montana
My Commission Expires
September 14, 2029

APPROVED:

Chair, Board of County Commissioners

Date

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

BOND FOR LOST WARRANT

On September 8, 2026 Yellowstone County issued a warrant numbered 872655 to EMINETH, LAUREN J (Principal) in the amount of $2,708.66. The warrant was drawn in payment of PAYROLL FOR 8/16-8/31/26. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of $2,708.66 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 $ 5,417.32 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Principal Signature

209 Court St
Mailing Address for replacement check

Keene, NH 03431
City, State Zip

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

This instrument was acknowledged before me on this 24th day of September, 2026,

by Lauren J Emineth.

Notary Signature

(NOTARIAL SEAL/STAMP)

STEFANIE ANS
NOTARY PUBLIC
for the State of Montana
Residing at Billings, Montana
My Commission Expires
September 14, 2029

APPROVED:

Chair, Board of County Commissioners

Date

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

B.O.C.C. Regular 3. g.

Meeting Date: 10/06/2026

Title: Knife River Agreement-MetraPark Bench Boulevard Project

Submitted By: Jared Gavin

TOPIC:

Knife River Agreement- MetraPark Bench Boulevard Project

BACKGROUND:

The Agreement is by and between Yellowstone County, Montana and Knife River (Contractor) to complete all work as specified in the contract documents. The work is site grading and construction of the future MetraPark Bench Boulevard Exit Construction Project approved in the FY27 budget and awarded through the procurement process.

RECOMMENDED ACTION:

Approve, Sign, and return a copy to Finance

Attachments

Knife River Bench Boulevard Agreement

MetraPark P&P Bonds

Yellowstone County Certificate of Insurance

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

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

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

ARTICLE 2—THE PROJECT

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

ARTICLE 3—ENGINEER

3.01 The Owner has retained WWC Engineering ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by WWC Engineering.

ARTICLE 4—CONTRACT TIMES

4.01 Time is of the Essence

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

4.02 Contract Times: Days

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

4.03 Liquidated Damages

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

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

1. *Substantial Completion:* Contractor shall pay Owner $1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1,500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 Special Damages

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

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

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

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

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

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

C. Total of Unit Price Work (subject to final Unit Price adjustment) $88,786.40.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

6.04 Consent of Surety

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

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6.05 Interest

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
3. General Conditions.
4. Specifications as listed in the table of contents of the project manual.
5. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: MetraPark Bench Boulevard Exit Construction Project .
6. Drawings listed on the attached sheet index.
7. Addenda (numbers 1 to 2, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
   a. None
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Notice to Proceed.
   b. Work Change Directives.
   c. Change Orders.
   d. Field Orders.
   e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including

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Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

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

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

8.03 Standard General Conditions

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

B. The below sections are directly from the General Conditions:

ARTICLE 9—BONDS AND INSURANCE

9.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

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D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

9.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required

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

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

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

9.03 *Contractor's Insurance*

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

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

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

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

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

9.04 *Builder's Risk and Other Property Insurance*

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

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

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

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

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

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

9.05 *Property Losses; Subrogation*

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

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

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

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

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

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

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

9.06 *Receipt and Application of Property Insurance Proceeds*

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

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

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

ARTICLE 10—CONTRACTOR'S RESPONSIBILITIES

10.18 Indemnification

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

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

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

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

Owner: Yellowstone County	Contractor: Knife River
_____ *(typed or printed name of organization)*	Knife River *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: Mack Long *(individual's signature)*
Date: _____ *(date signed)*	Date: 9/10/26 *(date signed)*
Name: _____ *(typed or printed)*	Name: Mack Long *(typed or printed)*
Title: _____ *(typed or printed)*	Title: Vice Pres / Area Mgr *(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: *(individual's signature)*
Title: _____ *(typed or printed)*	Title: PM/Estimator *(typed or printed)*
Address for giving notices:	Address for giving notices:
_____	PO Box 80066
_____	Billings MT 59108
_____	_____
Designated Representative:	Designated Representative:
Name: _____ *(typed or printed)*	Name: Grant Clingingsmith *(typed or printed)*
Title: _____ *(typed or printed)*	Title: PM/Estimator *(typed or printed)*
Address:	Address:
_____	PO Box 80066
_____	Billings MT 59108
_____	_____
Phone: _____	Phone: 406-651-2500
Email: _____	Email: grant.clingingsmith@kniferiver.com
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: 10089 *(where applicable)*
	State: Montana

JTL GROUP, INC. CORPORATE SEAL 1990 MONTANA

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PERFORMANCE BOND

Bond No. 190062481/108524669

Contractor	**Surety**
Name: JTL Group, Inc. dba Knife River Address *(principal place of business)*: PO Box 80066 Billings, MT 59108	Name: Liberty Mutual Insurance Company & Travelers Casualty and Surety Company of America Address *(principal place of business)*: 175 Berkeley Street, Boston, MA 02116 AND One Tower Square, Hartford, CT 06183
Owner Name: Yellowstone County Mailing address *(principal place of business)*: 2825 3rd Ave N, Billings, MT 59101	**Contract** Description: Project: MetraPark Bench Boulevard Exit Construction Project, Billings, Montana Contract Price: $88,786.00 Effective Date of Contract:

Bond

Bond Amount: $88,786.00

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
JTL Group, Inc. dba Knife River *(Full formal name of Contractor)*	Liberty Mutual Insurance Company & Travelers Casualty and Surety Company of America *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: Malcolm Long *(Printed or typed)*	Name: Haley Pflug *(Printed or typed)*
Title: Vice Pres / Gen Mgr	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Kelly Martinson *(Printed or typed)*	Name: Blake Bohlig *(Printed or typed)*
Title: Witness	Title: Witness

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

EJCDC® C-610, Performance Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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PAYMENT BOND

Bond No. 190062481/108524669

Contractor	**Surety**
Name: JTL Group, Inc. dba Knife River Address *(principal place of business)*: PO Box 80066 Billings, MT 59108	Name: Liberty Mutual Insurance Company & Travelers Casualty and Surety Company of America Address *(principal place of business)*: 175 Berkeley Street, Boston, MA 02116 AND One Tower Square, Hartford, CT 06183
Owner	**Contract**
Name: Yellowstone County Mailing address *(principal place of business)*: 2825 3rd Ave N, Billings, MT 59101	Description: Project: MetraPark Bench Boulevard Exit Construction Project, Billings, Montana Contract Price: $88,786.00 Effective Date of Contract:

Bond

Bond Amount: $88,786.00

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
JTL Group, Inc. dba Knife River *(Full formal name of Contractor)*	Liberty Mutual Insurance Company & Travelers Casualty and Surety Company of America *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: Malcolm Long *(Printed or typed)*	Name: Haley Pflug *(Printed or typed)*
Title: Vice Pres / Gen Mgr	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Kelly Martinson *(Printed or typed)*	Name: Blake Bohlig *(Printed or typed)*
Title: Witness	Title: Witness

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

EJCDC® C-615, Payment Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct contract with the Contractor

        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

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16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8215801 - 190003

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig, Brian D. Carpenter, Charles Draper, Erik T. Gunkel, Haley Pflug, Heather R. Goedtel, Jessica Hecker, Julie Decker, Kathryn E. Kade, Kelly Nicole Enghauser, Laurie Pflug, Maci Scates, Michelle Halter, Michelle Ward, Sara Whitfield

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of March, 2026.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Haley Pflug** of **BLOOMINGTON** , **Minnesota** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May, 2026.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **13th** day of **May, 2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **31st** day of **March, 2031**

MARIE E. SORENSEN NOTARY PUBLIC CONNECTICUT

_____
Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/14/2026

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

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

PRODUCER
MARSH USA LLC
333 South 7th Street, Suite 1400
Minneapolis, MN 55402-2400

CN103060364-JTLBi-GAX-26-27

CONTACT NAME: Marsh | Business & Client Services
PHONE (A/C, No, Ext): 866-966-4664 **FAX (A/C, No):** 212-948-5382
E-MAIL ADDRESS: Minneapolis.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
*Knife River - Billings
PO Box 80066
Billings, MT 59108

COVERAGES **CERTIFICATE NUMBER:** CHI-011273253-01 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			1000026272261	01/01/2026	01/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 1,000,000 $ 10,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1000673139261	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			1001261496261	01/01/2026	01/01/2027	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1001243487	01/01/2026	01/01/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	General & Auto Liab. Excess			1001261495261	01/01/2026	01/01/2027	Each Occurrence: Aggregate:	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Job #20261021 MetraPark Bench Blvd Exit
Yellowstone County, WWC Engineering and respective officers, directors, members, partners, employees, agents, consultants, and subcontractors is/are included as additional insured under general liability where required by written contract and does not include professional liability coverage. Blanket Additional Insured for Automobile Liability is included where required by written contract. Excess liability applies to general liability, products and completed operations, automobile liability, and employers liability. Excess Liability is follow form of primary subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER
Yellowstone County
2825 3rd Avenue North
Billings, MT 59101

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

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC
Danesha Flowers

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AGENCY CUSTOMER ID: CN103060364
LOC #: Minneapolis

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC	*Knife River - Billings PO Box 80066 Billings, MT 59108
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Auto Liability: Primary and Non-contributory applies to the insured's owned autos where required by written contract.

Blanket Waiver of Subrogation, where allowed by law and required by written contract, applies for General Liability, Automobile Liability, and Workers Compensation.

Primary and Non-Contributory applies for General Liability where required by written contract.

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B.O.C.C. Regular 3. h.

Meeting Date: 10/06/2026

Title: FY 2027 County Motor Vehicle Graveyard Grant

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

DEQ Grant for the Yellowstone County Junk Vehicle Department

BACKGROUND:

Annual DEQ Grant funding for the Yellowstone County Junk Vehicle Program. This is required to receive funds from the State.

RECOMMENDED ACTION:

Sign the vendor invoice requesting the funding for the 2027 Motor Vehicle Graveyard Grant

Attachments

DEQ Invoice - Junk Vehicle Program FY27

DEQ
Montana Department
of Environmental Quality

September 23, 2026

Yellowstone County JV Program
1200 Shiloh Rd
BILLINGS MT 59106

Subject: **FY2027 COUNTY MOTOR VEHICLE GRAVEYARD GRANT for YELLOWSTONE COUNTY JV GRAVEYARD BILLINGS (JVCG-0057)**

To Mike:

Thank you for submitting your Fiscal Year **(FY) 2027** grant package with the itemized accounting form for **FY 2026**. I have reviewed the budget and the itemized accounting breakdown and approved them as submitted. Enclosed is one vendor invoice totaling $218,551.30. This payment plus the FY2026 balance of $143,054.70 remaining on the books equals the full eligible grant of $361,606.00 for FY2027. Please have the commissioners sign the vendor invoice and return it. As soon as the invoice is received the funding will be processed.

During FY2026, according to your motor vehicle graveyard log sheets your program hauled **296 vehicles**.

If you have any questions or need further assistance, please feel free to contact me at (406)444-3493 or email me at astaley@mt.gov.

Sincerely,

Andrea Staley

ANDREA STALEY
Motor Vehicle Recycling & Disposal Program
Phone (406)444-3493
FAX (406)444-1374
Email astaley@mt.gov

Enclosure: FY2027 Vendor Invoice

STATE OF MONTANA

VENDOR INVOICE

VENDOR'S NAME ADDRESS	BILLED TO
PO BOX 35000 **BILLINGS MT 59107** **BOARD OF CO COMMISSIONERS - YELLOWSTONE**	**DEPARTMENT OF ENVIRONMENTAL QUALITY** **MOTOR VEHICLE RECYCLING & DISPOSAL** **PO BOX 200901** **1520 E 6TH AVE** **HELENA MT 59620-0901**

QUANTITY	DESCRIPTION OF GOODS DELIVERED OR SERVICES RENDERED	AMOUNT
	DATE: September 23, 2026 **Budget for the implementation of the motor vehicle recycling and disposal program for your county for Fiscal Year (FY) 2027, which has been approved and will be paid by the State of Montana Department of Environmental Quality, Waste Management and Remediation Division, Motor Vehicle Recycling & Disposal Program.** **Pursuant to Section 5-13-304(8), MCA. I recognize that Legislative Auditor is authorized to:** **"...audit records of organizations and individuals receiving grants from or on behalf of the state to determine that the grants are administered in accordance with the grant terms and conditions. Whenever a state agency enters into an agreement to grant resources under its control to others, the agency must obtain the written consent of the grantee to the audit provided for this subsection."** **Upon signing this vendor invoice and the receipt of funds, your program agrees that consent is hereby given to the Legislative Auditor to conduct the audit described in Section 5-13-304(8), MCA.** **ORG: #495722** **OBJECT CODE: #66101**	
	FY2027 Eligible Budget	**$361,606.00**
	Less **FY2026** Ending Balance	**-$143,054.70**
	GRAND TOTAL =	**$218,551.30**

STATE USE ONLY APPROVED FOR PAYMENT		I certify that this invoice is correct in all respects and that payment has not been received.	
		VENDOR'S NAME	
		DATE PROCESSED	
AUTHORIZED SIGNATURE		VENDOR'S SIGNATURE	
DATE		TITLE	

CMVGY_LTR_GRANT.rdf

B.O.C.C. Regular
Meeting Date: 10/06/2026
Title: Change Order #1 - Access Limited Construction - Metra Arena Bluff Stabilization
Submitted For: Stoney Field, Metra General Manager
Submitted By: Charis Krank, Accounting Assistant

TOPIC:
Change Order #1 - Access Limited Construction - Metra Arena Bluff Stabilization

BACKGROUND:
MetraPark is requesting Commissioners' approval for a change order with Access Limited Construction for the Metra Arena Bluff Stabilization to add another 38 LF with an area of 2322 SF for the mesh to the adjacent wall along with the additional scaling needed. The additional cost is $25,983.18, which would bring the total contract value to $138,835.08. There are enough funds in the project budget to cover this change.

RECOMMENDED ACTION:
Approve the change order and return a copy to Metra.

Attachments
CO #1 Arena Bluff Stabilization

Jonathan Lopez
Project Manager
Jonathan.lopez@gsi.us | 720.541.0904

Date: August 21, 2026
Project: Metra Arena Bluff Stabilization
Reference: Change Order #001

Mr. Greg Reid
WWC Engineering
406.799.1415
Subject: Change Order

Mr. Reid,

During our initial site visit for the rock stabilization project, Metra Arena Representative Kevin Richeson expressed his concerns on the Southern wall adjacent to the original proposed scope. Kevin requested an estimate for the additional 38 LF with an area 2322 SF for the mesh to the adjacent wall along with the additional scaling needed. GSI crew measured the wall and provided the additional time, materials, and equipment needed to perform this additional scope. This additional scope is expected to extend the project by 2 days making the end date Sep. 1st. This will increase the contract value to $138,835.08.
The estimate is as follows:

Item	Quantity	Unit	Price per unit	Cost
Deltex Mesh Extension & Scaling Operations	2322	SF	$ 11.19	$ 25,983.18

Closing:

Please sign and return this change order so we can ensure we can procure the required materials in a timely manner. Thank you for this opportunity and we look forward to closing out this project successfully.

Please contact me with any questions,

Recommendation by WWC: _____ (Signature)

Recommendation by WWC: Greg Reid (Printed Name)

Bill Mgs Branch Manager (Title)

Date: 8/26/26

Owner: _____ (Signature)

Owner: Stoney Fields (Printed Name)

Metropark Exec (Title)

Date: 10/1/26

Sincerely,
GeoStabilization International, Inc.

Jonathan Lopez

Jonathan.lopez@gsi.us|720.541.0904

B.O.C.C. Regular

Meeting Date: 10/06/2026

TITLE: Billings MPO 2027-2031 Transportation Improvement Program

PRESENTED BY: Lora Mattox

DEPARTMENT: Planning Department

TOPIC:

Billings MPO 2027-2031 Transportation Improvement Program

INTRODUCTION:

The TIP is the Billings Metropolitan Planning Organization's federally required, short-range program of transportation projects anticipated to receive federal transportation funding within the Billings Metropolitan Planning Area. The TIP is developed in coordination with the Montana Department of Transportation (MDT), local jurisdictions, and transportation partners.

The Billings MPO is adopting a new 2027–2031 TIP primarily to coordinate the TIP development and review schedules of Montana's Metropolitan Planning Organizations. Moving the Billings MPO to this schedule will place Montana MPOs on a consistent TIP timeline, improving coordination among the MPOs, MDT, and federal transportation agencies. The only update to the document is the incorporation of MDT's current safety performance measures, updated Transit Asset Management information, and an update to the Public Transportation Agency Safety Plan targets.

Purpose of the 2027–2031 TIP

The primary purpose of adopting the 2027–2031 TIP at this time is administrative coordination rather than changes to the MPO's transportation investment priorities. Establishing a common TIP timeline for Montana MPOs will:

- Align the Billings MPO TIP cycle with the other Montana MPOs;
- Provide a more consistent statewide schedule for TIP development, review, and approval;
- Improve coordination with MDT and federal transportation partners; and
- Simplify future TIP and Statewide Transportation Improvement Program (STIP) coordination.

ALTERNATIVES ANALYZED:

The TIP provides the MPO a listing of federally funded projects through 2031. The Board of County Commissioners may:

- Forward a recommendation of approval of the 2027-2031 TIP to the PCC which will allow the continuation of federal funds to the MPO, or;
- Not forward a recommendation of approval of the 2027-2031 TIP to the PCC. Not forwarding a positive recommendation could jeopardize continued federal funding for the MPO.

FINANCIAL IMPACT:

The TIP identifies available federal funding sources for transportation projects; however, many federally funded projects require a local match, which may have implications for City and County budgets. These local contributions are typically identified in other planning documents, such as the Capital Improvement Program (CIP). Non-federally funded projects are also accounted for in these existing planning documents. No funding commitments are being made through this TIP amendment process, as actual project specific funding and development occur as projects move through federal, state and local processes.

RECOMMENDATION

Staff recommends the Board of County Commissioners forward a recommendation of approval of the 2027-2031 Transportation Improvement Program (TIP) to the Policy Coordinating Committee (PCC). The PCC is scheduled to take final action on the TIP at its meeting on October 13, 2026.

Attachments

Draft 2027-2031

The Billings Metropolitan Planning Organization

TRANSPORTATION IMPROVEMENT PROGRAM

(TIP)

Federal Fiscal Years

FFY 2027 – 2031

October 13, 2026

Prepared by:

Billings Metropolitan Planning Organization

Yellowstone County Board of Planning

In cooperation with:

City of Billings, Montana
County of Yellowstone, Montana
Billings Urban Transportation District
Montana Department of Transportation
Federal Highway Administration
Federal Transit Administration

APPROVALS

REVIEWED BY

	2027-2031				
Technical Advisory Committee	09/17/2026				
Yellowstone County Board of Planning	09/22/2026				
Billings City Council	09/28/2026				
Yellowstone County Board of County Commissioners	10/06/2026				

Approved By

	2027-2031				
Policy Coordinating Committee	10/13/2026				
Montana Department of Transportation					

The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

The public notice of public involvement activities and time established for public review and comment on the TIP will satisfy the POP requirements of Section 5307 for the City of Billings MET Transit.

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Acronyms

BR	Bridge Replacement and Rehabilitation Program
CMAQ	Congestion Mitigation and Air Quality
CN	Construction
CO	Carbon Monoxide
CR	Carbon Reduction
EARMARK	Congressionally Directed Funds
EPA	Environmental Protection Agency
FAST Act	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY/FFY	Fiscal Year/Federal Fiscal Year. The local and state government fiscal year runs from July 1 - June 30. The Federal fiscal year runs from October 1 – September 30
HSIP	Highway Safety Improvement Program
IC	Incidental Construction
IIJA	Infrastructure Investment and Jobs Act
IM	Interstate Maintenance, IM is a state sub-allocated program funded by the federal National Highway Performance Program
MACI	Montana Air and Congestion Initiative
MAP-21	Moving Ahead for Progress in the 21st Century Act
MDT	Montana Department of Transportation
MPO	Metropolitan Planning Organization. The Yellowstone County Board of Planning is the MPO for the Billings Urban area.
NAAQS	National Ambient Air Quality Standards
NH	National Highway System, NH is a state sub-allocated program funded by the federal National Highway Performance Program
NHPB	National Highway System Bridge Program
PCC	Policy Coordinating Committee. Together with the TAC, the transportation planning organization for Federal aid projects in the Billings urbanized area.
PE	Preliminary Engineering
PM_{10}	A federal standard for particulate (10 microns or less in size), i.e., road dust, brake lining and/or wood smoke particles.
$PM_{2.5}$	A federal standard for particulate (2.5 microns or less in size), i.e., road dust, brake lining and/or wood smoke particles.
ROW	Right of Way
RP	Road Reference Post
RRS	Railroad Crossing
SFCN	State Funded Construction
SRTS	Safe Routes to Schools
SIP	State Implementation Plan. A plan for improving air quality in the State, including the Billings area.
STIP	State Transportation Improvement Program
STPB	Surface Transportation Program Bridge
STPE	Surface Transportation Program Enhancements

STPP	Surface Transportation Program Primary
STPU	Surface Transportation Program Urban
STPX	Surface Transportation Program Off-System
TA	Transportation Alternatives
TAC	Technical Advisory Committee
TIP	Transportation Improvement Program. A multi-year program of highway and transit projects on the Federal aid system, which addresses the goals of the long-range plans and lists priority projects and activities for the region.
TSP	Total Suspended Particulate
UPP	Urban Pavement Preservation

Introduction

Preface

The Yellowstone County Board of Planning (YCBP) is the Metropolitan Planning Organization, (MPO), for the Billings metropolitan planning area. The Transportation Improvement Program, (TIP), is the funding mechanism for transportation projects requesting federal dollars in the Billings urbanized area. This document contains a list of all surface transportation projects requesting the use of federal funds. Local jurisdictions working through the Billings MPO's Policy Coordinating Committee (PCC) determine how the area's transportation system is developed and expanded.

The Infrastructure Investment and Jobs Act (IIJA) Passed by Congress on November 15, 2021, authorizing funding for Federal transportation programs for the five-year period from 2027-2031. The IIJA effectively replaced the Fixing America's Surface Transportation (FAST) Act and the prior infrastructure act Moving Ahead for Progress in the 21st Century (MAP-21) Act. MAP-21 authorized the Federal surface transportation programs for highways, highway safety, and transit for the 2-year period FFY 2013-2015. Like MAP-21, FAST Act and now IIJA requires that each Metropolitan Planning Organization (MPO) prepare a financially constrained transportation project programming document called a Transportation Improvement Program (TIP). While the IIJA replaced FAST, any previously obligated but unspent funds under the previous acts are still available at this time.

About the Transportation Improvement Program

The TIP is a short-range program of highway and transit projects in the Billings metropolitan planning area and is prepared by YCPB staff in cooperation with state and local agencies. The basic purpose of the TIP is to provide the mechanism for scheduling federal funds for surface transportation projects, indicating regional priorities, and demonstrating a short-range transportation vision for the area. A secondary purpose of the TIP is to provide information about other transportation projects in the planning area that are exempt from the TIP approval process such as projects that do not utilize federal funds.

TIP Process and Development

The development of the TIP document is the responsibility of the Billings MPO and provides an opportunity for local officials to determine priorities and spending for federal highway and transit funds. Any transportation project located in the Billings metropolitan planning area must be included in the TIP prior to receiving federal funds. TIP projects must be included in the area's Long Range Transportation Plan and are proposed for the TIP by local elected officials, transit operating officials, or state highway agencies. The TIP is reviewed and endorsed annually by the Billings MPO's Policy Coordinating Committee, (PCC), and may be modified through the TIP amendment process. The PCC includes a Billings City Council representative, the Chair of the Yellowstone County Commission, the President of the Yellowstone County Board of Planning and the District Administrator of the Montana Department of Transportation. After PCC endorsement, the TIP is submitted to the Montana Department of Transportation (MDT) for approval and to the Federal Highway Administration and Federal Transit Administration for federal review of the document and concurrence.

Federal Regulations

The Transportation Improvement Program (TIP) is a required planning program for federally assisted highway and transit improvements for the Billings metropolitan planning area and the Montana Department of Transportation (MDT) over a five-year period. The principal focus is given to the first two years of the program, the Biennial Element, however the TIP contains projects that could be implemented between October 1, 2027 – September 30, 2031 (FFY 2027 & 2031). The TIP is prepared annually and is in conformance with 23 CFR, Part 450 324-330.

Financial Resources

A range of federal funding sources is available to the Billings planning area for the purposes of funding transportation system improvements. Following is a list of those sources which, when available to the Billings area, are shown in the Transportation Improvement Program. Project implementation is indicated as expected to occur during the pertinent program year. Billings has had a favorable history of receiving federal earmarks as reflected in the table below.

BILLINGS FEDERAL EARMARK HISTORY 1999 – through 2009

Project	Earmark
Billings Bypass	$22,445,600

Funding Sources

- Surface Transportation Program Off System (STPX)
- Surface Transportation Program Secondary (STPS)
- State Funded Construction (SFCN)
- Surface Transportation Program Urban (STPU)
- Surface Transportation Program Primary (STPP)
- National Highway (NH)
- National Highway Freight Program (NHFP)
- Interstate Maintenance (IM)
- Railroad Crossing (RRS)
- Highway Safety Improvement Program (HSIP)
- Bridge Replacement and Rehabilitation Program (BR includes NHPB and STPB)
- Urban Pavement Preservation (UPP)
- Transportation Alternatives (TA)
- Congestion Mitigation Air Quality (CMAQ)
- Montana Air Congestion Initiative (MACI)
- FTA Section 5339
- FTA Section 5307
- FTA Section 5310
- Transade (State Funded)
- Congressionally Directed Funds (EARMARK)

Air Quality Consistency

Billings was designated as a non-attainment area for both Total Suspended Particulates (TSP) and Carbon Monoxide (CO) on March 3, 1978, (Federal Register, Vol. 44, No. 150, page 45421, August 2, 1979). As such, Billings was required to prepare a Transportation Control Plan (TCP). The TCP identified strategies to mitigate the TSP and CO problems. The TCP is the Billings element of Montana's State Implementation Plan (SIP). The TIP is required to be, and is, consistent with the TCP as discussed in the Billings conformity statement. In 1987 the standard for TSP was dropped, and a new standard for particulate matter under 10 microns in size (PM - 10) was adopted (7/1/87 at 52 FR 24854). The Environmental Protection Agency (EPA) has also adopted the PM 2.5 standard and Billings is considered to be in compliance with both of these new standards.

The Billings CO maintenance area has shown continuous maintenance of the CO NAAQS from April 22, 2002, through April 22, 2022 (and to the present date); therefore, the area has met its obligation to demonstrate maintenance of the CO standard for 20 years. The Yellowstone County Board of Planning, as the designated metropolitan planning organization for the Billings area, is no longer required to address the transportation conformity determination requirements of 40 CFR part 93, subpart A for the Billings CO maintenance area, and such determinations for the Billings CO area will not be required as elements of future iterations of the Billings Urban Area Regional Transportation Plan and Transportation Improvement Program.

Regionally Significant Projects

There are no new regionally significant projects in this 2027-2031 Billings Urban Area TIP.

> 40 CFR part 93, subpart A - §93.126 Highway and Transit projects included in subpart A are exempt from the requirement to determine conformity. Such projects may proceed toward implementation even in the absence of a conforming transportation plan and TIP. A project will not be exempt if the MPO in consultation with other agencies, the EPA, FHWA, or FTA concur that it has potentially adverse emissions impacts for any reason.

REGIONALLY SIGNIFICANT PROJECT (2027-2031)

Project	Scope	Comments
Billings Bypass	Location/Environmental	New Construction

Locally Significant Projects

Grand Avenue

The Billings MPO has identified the need to program the reconstruction of Grand Avenue from 41st Street West to 62nd Street West. In April of 2024, Montana Department of Transportation Highway Commission approved the request to add Grand Avenue to the Urban Highway System. With this approval, the MPO has identified the Grand Avenue project for Surface Transportation Program Urban (STPU) funds.

Project Description

Portions of Grand Avenue exist as a two-lane county road section in a growing area of the city that has no sidewalk or other multi-modal element. Increasing traffic levels on a narrow road and the inability to separate left-turning vehicles are a main safety concern. This project completes Grand Avenue to City

arterial standards where the street has not been constructed between 41st Street West and 62nd Street West. The proposed scope of work includes reconstruction of the roadway to a multi-lane facility, stormwater improvements, curb and gutter, sidewalk, shared use path, streetlights, ADA ramps, and intersection improvements. The city intends to complete a traffic light installation at 56th Street West and Grand in the fall of 2026, this traffic signal project is funded locally.

This project contributes to the System Performance Measure as the project will enhance the efficiency of the transportation system, reduce congestion and travel times.

Transportation Alternative Program

The Billings MPO added two Transportation Alternatives (TA) projects in 2025, building on earlier TA investments. Previously approved projects included the Stagecoach Trail, submitted by the City of Billings and currently in the design phase, and a Yellowstone County–sponsored project that completes a sidewalk segment in Lockwood.

In January 2025, the Billings MPO issued a call for applications for the Transportation Alternatives Program grant. The MPO was awarded $1,784,111 for the 2025 funding cycle, which was available to projects sponsored by local, state, or federal agencies. Two applications were received and both were fully funded. The City of Billings was awarded $1,292,030.94 in TA funds for a suite of Safe Routes to School projects, and Yellowstone County, through the Lockwood Pedestrian District, received $217,021.43 for the Johnson Lane Sidewalk Connector Project.

These projects contribute to the Safety Performance Measure as the project will assist in the number of non-motorized fatalities and non-motorized serious injuries. These projects also contribute to the Congestion Mitigation and Air Quality (CMAQ) Performance Measure as the project will reduce on-road mobile source emissions.

Energy Conservation Considerations

Energy impact analyses have been conducted as a part of the urban transportation planning process. In addition, increased attention has been given to energy conservation and contingency planning on a project specific basis.

As part of the 2023 update of the Billings Urban Area Transportation Plan, energy conservation was considered in each of the proposed alternative transportation networks.

The City of Billings has a well-developed transit system, and ride-sharing opportunities have been examined. Transit facilities and highway system proposals will continue to be considered in a comprehensive method through the adopted Transportation Planning process.

The detailed energy conservation analysis of specific projects has been conducted for each of the major highway construction projects recommended in the 2023 update of the Billings Urban Area Transportation Plan.

Programming of Non-Urban System, Federal Aid, and State Funding

Proposed projects involving federal-aid funding, other than urban system funding, that are proposed within existing rights-of-way and which are determined to not significantly change traffic patterns, may not be considered to be of appropriate scale to warrant a modification to a currently valid TIP.

When there is knowledge of such projects prior to the annual adoption of the TIP, each project will be included in the program. Generally, projects falling within this category are those which serve to preserve and maintain the integrity of the existing plant or facility such as: overlays to improve or maintain surface conditions; bridge expansion joints and deck repairs necessary to maintain structural and surface sufficiency; slope repair necessary to maintain drainage adequacy; etc. Projects of this nature will be identified by MDT with appropriate justification when requesting program approval of federal highway funds. Local urban area officials will be advised by the Department through the local planning process of the Department's intent to expend federal funds (non-urban system) for such improvements in their area.

Performance Measures

Planning "Performance Measures" are a tool by which the effectiveness of the transportation programs can be measured and are a required element for MPO planning. Specifically, the adoption of Performance Measures and Targets are required for MPOs and States, and they must be included in the MPOs Long Range Transportation Plan (LRTP) and Transportation Improvement Program (TIP).

The Billings MPO has adopted the measures and targets set by the Montana Department of Transportation and has committed to meeting the targets through implementation of its LRTP. The MPO has adopted the State's measures and targets for safety, pavement and bridge condition, system performance, freight and congestion mitigation and air quality, and will support the Billings Transit District's measures associated with transit. To support the targets, the MPO will plan and program projects that contribute toward meeting the targets for each Performance Measure. In general, since the MPO has opted to support the state targets, reporting on this information is completed at the state level. Reporting indicates that the agency has met or made considered progress toward meeting established targets. More detail and supporting data may be found in the Billings LRTP, which are incorporated by reference into this TIP.

The Billings MPO continues to support current targets and affirms this commitment through the inclusion of this statement of support in this document. The narratives and associated table that follow outline the currently adopted measures and targets. Finally, current projects in this TIP that support attainment of specific Performance Measure Targets are identified in the table "Projects List", which includes a column titled "Performance Measure & Target". While the project's contribution to target attainment is identified, it is impossible to quantify the contribution; thus, only the measure and target description are listed.

Safety

The Billings MPO supports the state's targets for applicable safety performance measures. The goal of safety performance measures is to reduce the number of traffic fatalities and serious injuries in the public right of way. Interstate Maintenance, National Highway, Highway Safety Improvement Program, Surface Transportation Program Off-System, Secondary, and State Funded Construction funding sources support projects with the intent to improve safety measures.

The Comprehensive Highway Safety Plan is required to be updated every five (5) years. Updating the safety performance measure target methodology is part of the planning and development process. The 2025 Comprehensive Highway Safety Plan (CHSP) Advisory Committee reaffirmed its commitment to Vision Zero by setting a long-term goal of zero fatalities and serious injuries by 2050, with an interim goal to reduce numbers from 984 in 2023 to 729 by 2030. The projects through 2030 and the long-term goal of Zero by 2050 and reflect an annual reduction. This performance-based approach informs the methodology used to set performance measure targets. Progress will be reviewed annually to recalibrate reduction strategies and ensure continued advancement towards the long-term Vision Zero goal.

Performance Measure	2027 State Target (based on 5-year rolling average)
Number of fatalities	No more than 199.6 annual fatalities, which is an annual reduction of 8 fatalities per year
Rate of fatalities per 100 million vehicle miles traveled (AVMT)	No more than 1.445 fatalities per 100 million annual vehicle miles traveled (AVMT) which is a reduction of .056
Number of serious injuries	No more than 750.4 serious injuries, which is an annual reduction of 29 serious injuries.
Rate of serious injuries per 100 million vehicle miles traveled (AVMT)	No more than 5.371 serious injuries per 100 million AVMT which is an annual reduction of .210
Number of non-motorized fatalities and non-motorized serious injuries	No more than 64.6 non-motorized fatal and serious injuries, which is an annual reduction of 2 per year

Pavement and Bridge Condition

Pavement and bridge condition performance measures aim to maintain roadway and bridge infrastructure in such a way it remains functional and in good repair. Pavement and Bridge Condition are impacted most by Interstate Maintenance, National Highway, Bridge Program, and Urban Pavement Preservation funding sources. Projects included for funding under these sources were selected in part due to their contribution towards pavement and bridge condition targets.

Performance Measure	State Target	
	2-Year	4-Year
Percent of Pavements of the Interstate in Good Condition	>35%	>35%
Percent of Pavements of the Interstate in Poor Condition	<2%	<2%
Percent of Pavements of the Non-Interstate NHS in Good Condition	>30%	>30%
Percent of Pavements of the Non-Interstate NHS in Poor Condition	<3%	<3%
Percent of Bridges Classified as in Good Condition	>17%	>17%
Percent of Bridges Classified as in Poor Condition	<8%	<8%

System Performance

System performance measures exist to improve the efficiency of the overall transportation system, while helping to reduce congestion and travel times and increase reliability of the system. These measures are related to Congestion Mitigation and Air Quality, Surface Transportation Program Urban, and Transportation Alternatives funding sources. Projects included in these funding sources will contribute to meeting state targets for system performance.

Performance Measure	State Target	
	2-Year	4-Year
Percent of the person-miles traveled on the interstate that are reliable	>98%	>98%
Percent of the person-miles traveled on the non-Interstate NHS that are reliable	>80%	>80%

Freight

The primary goal for establishing freight performance measures and targets is to improve the national freight network, while providing access to trade and enhancing the capacity of communities to participate in, and support regional economic development. The FHWA has established a performance measure specifically related to freight movement on the Interstate System, and MDT has set a 2- and 4-year target to address freight reliability (see table below).

Freight performance measures are most strongly influenced by the National Highway Freight Program Federal funding source. Projects selected for National Highways funding will contribute to improving the national freight network and meeting state targets. MDT is currently updating the 2022 Montana Freight Plan. More information regarding freight related information can be found here.

Performance Measure	State Target	
	2-Year	4-Year
Truck Travel Time Reliability (TTTR) Index	<1.35	<1.35

Congestion Mitigation and Air Quality (CMAQ)

The collection of data regarding air quality performance measures helps to evaluate projects to ensure they are protecting and enhancing the health of the natural environment. These performance measures may be impacted by Congestion Mitigation and Air Quality, Montana Air and Congestion Initiative Discretionary Program, Transportation Alternatives, and Federal Transit Administration funding sources and associated projects that provide support for non-motorized transportation projects and programming that enhances air quality and encourages sustainable transportation options.

Performance Measure	State Target	
	2-Year	4-Year
CMAQ Traffic Congestion (Annual Hours of excessive delay per capita)	N/A	N/A
Percent of Non-SOV travel	N/A	N/A
CMAQ On-Road Mobile Source Emissions (Total Emission Reductions)		
Carbon Monoxide (CO)	>0.0 kg/day	>0.0 kg/day
Particulate Matter 10 (PM_{10})	>0.0 kg/day	>0.0 kg/day
Particulate Matter 2.5 ($PM_{2.5}$)	N/A	N/A

Transit Asset Management

Transit Asset Management Performance targets and measures established for transit asset management (TAM) serve to provide safe, cost-effective, and reliable public transportation through a strategic and systematic process of operating, maintaining, and improving public transportation capital assets. The FTA has established four transit performance measures, three of which are applicable to MET Transit. Transit agencies are only required to establish targets for assets they have direct capital responsibility over. Thus, MET Transit was not required to establish targets for the infrastructure performance measure in their Transit Asset Management Plan (i.e. the percentage of track segments (by mode) that have performance restrictions). The performance measures and targets established by MET Transit and supported by the MPO are shown in the table below:

Asset Category – Performance Measure	Asset Class	2027 Target	2028 Target	2029 Target	2030 Target	2031 Target
REVENUE VEHICLES						
Age - % of revenue vehicles within a particular asset class that have met or exceeded their minimum useful life	BU – Bus	0%	0%	0%	0%	0%
	CU – Cutaway Bus	0%	0%	0%	11%	11%
	VN – Van	0%	0%	66%	66%	66%
SERVICE VEHICLES						
Age - % of vehicles within a particular asset class that have met or exceeded their Useful Life Benchmark (ULB)	Trucks and other Rubber Tire Vehicles	25%	25%	25%	50%	50%
FACILITIES						
Condition - % of facilities with a condition rating below 3.0 on the FTA Transit Economic Requirements Model (TERM) Scale	Passenger Facilities	0%	0%	0%	0%	0%
	Administration and Maintenance	0%	0%	0%	0%	0%

Transit Safety Plan Targets

The Public Transportation Agency Safety Plan (PTASP) Final Rule (49 CFR Part 673) requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS). The plan must include safety performance targets regarding fatalities, injuries, safety events, and system reliability. The rule applies to all operators of public transportation systems that are recipients and sub-recipients of federal financial assistance under the Urbanized Area Formula Program (49 U.S.C. § 5307). MET Transit developed and established a Transit Agency Safety Plan with the following safety performance targets:

Safety Performance Targets for 2026	Fixed Route Service	Paratransit Service
Major Safety Events (Total)	**2**	**0**
Major Event Rate (per 100k VRM)	<0.25	0
Collision Rate (per 100k VRM)	<0.25	0
Pedestrian Collision Rate (per 100k VRM)	0	0
Vehicular Collision Rate (per 100k VRM)	<0.25	0
Fatalities (Total)	**0**	**0**
Fatality Rate (per 100k VRM)	0	0
Transit Worker Fatality Rate (per 100k VRM)	0	0
Injuries (Total)	**2**	**0**
Injury Rate (per 100k VRM)	<0.25	0
Transit Worker Injury Rate (per 100k VRM)	0	0
Assault on Transit Workers (Total)	**0**	**0**
Assault on Transit Workers Rate (per 100k VRM)	0	0
System Reliability (VRM/Failures)	30,000	50,000

Federal Transit Administration Projects

The Federal Transit Administration funded projects, including FTA Section 5339 grant projects, are intended to assure the continued efficient operation, maintenance and administration of the MET Transit system fleet and facilities, including meeting federal regulations such as the Americans with Disabilities Act (ADA). The operating grants are for the fiscal years of July 1, 2026, to June 30, 2031, and the Section 5339 grant projects will permit Bus and Bus Facilities projects in Fiscal Years 2026 through 2031.

The vehicle purchases for MET PLUS are projects to enable the City to continue providing the required specialized demand-responsive paratransit service for citizens who are unable to use the MET Transit System due to their disabling conditions. The projects to purchase vehicles for other entities will address some of the transportation needs of individuals with disabilities and senior populations.

Advancement of Projects

It is mutually agreed that the first two years of this program are the best estimate of the project phase that will be undertaken during the Biennial timeframe. Occasionally, projects advance through the design process faster than anticipated. An approved project may accelerate into the next logical phase providing that the funding source does not change from that which was initially identified in the TIP. Federal, State, and local governments have agreed that a TIP revision is not required in order to accelerate a specific project phase, so long as other planned work is not unduly delayed.

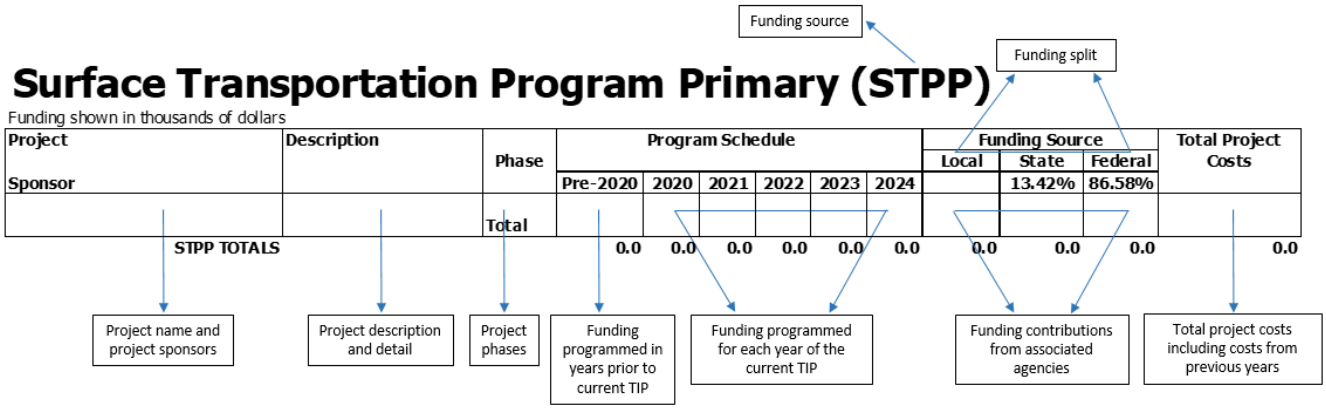
- The priorities with regard to the FTA Section 5307 projects in the Biennial Element are:
    1) Operating Assistance.
- The priorities with regard to the FTA Section 5310 projects in the Biennial Element are:
    1) Replacement vehicles for MET Special Transit and other local agencies.
- The priorities with regard to the FTA Section 5339 projects are:
    1) Assistance for bus/bus facilities

Annual Listing of Projects

Federal regulation (23 CFR §450.334) requires publication of an annual listing of projects for which Federal funds have been obligated in the TIP in the preceding year consistent with the categories identified in the TIP. The MPO will post this list to the Transportation Resource page of the City of Billings Website: https://billingsmt.gov/DocumentCenter/View/54291/10-1-2024TO9_30_2025BLGS

Understanding TIP Funding Tables

The TIP project funding tables consist of multiple components and are designed to best display integral information regarding the projects within the TIP. The image below identifies and explains each of the various components of the TIP project funding tables and can be used as a tool to understand the information being presented within the funding tables.



All construction projects included in the TIP will be completed in multiple phases (i.e. PE, RW, IC, and CN). Funding for each construction project is broken down by the costs of each specific phase. The table below provides a description of construction project phases and additional project phases the reader can expect to see within TIP funding tables.

Project Phase	Description
CN	Construction – Construction and/or reconstruction work performed by the agency or contractor to include construction engineering.
IC	Incidental Construction – 'Safety net' for unexpected construction expenditures
OT	Other – Additional programmatic expenditures including costs for education, and outreach
PE	Preliminary Engineering – Analysis and design work completed prior to project construction (the abbreviation EIS will be added if phase includes an environmental impact statement)
Purch.	Purchase – Procuring equipment, software, vehicles, or facilities
RW	Right of Way – Tasks associated with acquiring and preparing the right of way for a project (e.g. property acquisition and utility relocation)
Transit	Transit operations

Billings MPO Project List

PROJECT	UPN	SCOPE	COMMENTS
CMAQ			
Billings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River	
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design	
Grand Ave 41st to 62nd	10702	Reconstruction of existing roadway	possible lag project
STPU			
Billings Bypass - Five Mile Road	4199-002	Reconstruction of roadway	Completed
Billings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River	
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design	
Grand Ave 41st to 62nd	10702	Reconstruction of existing roadway	possible lag project
IM			
MDT Preventative Maintenance		Pavement Preservation and Striping	Placeholder to allow project nominations
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design	
Lockwood Intechange - Billings	9978	Reconstruction of existing Interchange to a diverging diamond design	
I-90 CULVERTS - BILLINGS AREA	10427	Culvert replacement	Not all locations inside MPO boundary
NH			
MDT Preventative Maintenance		Pavement Preservation and Striping	Placeholder to allow project nominations
Billings Bypass	4199-000	New Construction	Covers PE & IC
Billings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River	
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design	
Billings Bypass - RR O'pass	4199-005	New construction of bridge over the railroad	
Billings Bypass - Johnson Ln Intch-RR O'pass	4199-008	New construction of roadway connection from existing Interchange to the bridge over the railroad	
Billings Bypass - Johnson Lane Intch - RR O'pass	4199-006	New construction of connection from interchange to the railroad overpass	
Billings Bypass - Five Mile Road to US 87	4199-004	New construction of connection from Five Mile to US 87	
Exposition Dr. & 1st Ave N. Blgs	7908	Intersection Improvements	
Underpass Ave. Improvements	8669	Intersection Improvements	
Airport Rd. & Main St. - Blgns	8718	Intersection Improvements	
1st Ave. N - N 9th to RR Xing	9022	Major Reconstruction	
Zoo Drive Improvements	9597	Intersection Improvements	
1st Ave. N - RR Xing to Broadway	9880	Major Reconstruction	
1st Ave. N - Broadway to Division	9881	Major Reconstruction	
Montana Ave Crosswalks - Billings	9998	Sidewalk Improvements ADA Compliance	
Laurel RD / Montana Ave - BLGS	9998001	Sidewalk Improvements ADA Compliance	Split from MT Ave Crosswalks
1st Ave South - Billings	10692	Pavement Preservation on 1st Ave South N-114 Mill & Fill with underseal and possible Digouts.	

Billings MPO Project List (Continued)

NHFP			
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design	
STPX, STPS, SFCN			
Billings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River	
STPP			
RRS			
HSIP			
Various Safety Projects			Placeholder to allow project nominations
Zoo Drive Improvements	9597	Intersection Improvements	
KING AVE & 48TH STREET - BLGS	10643	Roundabout safety and operational improvements	split funded
BR			
Billing Bypass - Yellowstone River	4199-003	New construction of bridge over the Yellowstone River	
SHILOH RD / I-90 BRIDGE - BLGS	9720	Bridge rehab	
MONTANA AVE fBRIDGES- BILLINGS	10765	Bridge rehab	
UPP			
Various Preservation Projects		Pavement preservation	Placeholder to allow project nominations
Shiloh Rd - King Ave to Rimrock	10703	Pavement preservation	
State Avenue - Billings	10704	Pavement preservation	
MACI			
MDT MACI		Statewide CMAQ - Various	Placeholder to allow project nominations
MDT MACI		Statewide CMAQ - ADA Compliance	Placeholder to allow project nominations
BILLINGS DISTRICT ADA UPGRADES	10431	Signal Improvements	CE only
King Ave Signals - Billings	10585	INT upgrades/signals	
CR			
BILLINGS DISTRICT ADA UPGRADES	10431	Signal Improvements	CN only
Zoo Drive Improvements	9597	Intersection Improvements	CN only
KING AVE & 48TH STREET - BLGS	10643	Roundabout safety and operational improvements	split funded
TA			
Stagecoach Trail		Shared use path	
Old Hardin Sidewalk		Sidewalk construction	
Johnson Ln - Sidewalks	10721	Sidewalk construction	
Safe Routes to Schools - BLGS	10722	Improve routes in Billings school districts	

Billings MPO Project List (Continued)

FWP			
Rose Park Trail, Phase 1	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local (In-Kind) $25,000
Rose Park Trail, Phase 2	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local $25,000
Lillis Park Trail Connector	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local $25,000
Big Ditch Trail Extension	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local $25,000
Southern Riverfront Park Trail*	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local $25,000
Trailside Education Signs*	Local	Trail Signage	Recreational Trails Program $47,000 Local $12,000
EARMARK			
Billings Bypass	4199-001	New Construction	Covers Environmental Doc., PE, RW
FTA 5307			
FTA 5339			
FTA 5310			
FTA 5311			
100 % LOCALLY FUNDED			
Various Projects		Annual Operation and Maintenance	
State Funded Maintenance			
Various Maintenance Projects		Maintenance	

Projects with Multiple Funding

Billings Bypass

Funding shown in thousands of dollars

Project: Billings Bypass Sponsor: MDT		Description	Phase	Program Schedule Pre-2027	2027	2028	2029	2030	2031	Funding Source	Local	State 13.42%	Federal 86.58%	Total Project Costs
Billings Bypass	*UPN4199000*	Environmental Impact Statement	PE-EIS	4,919.6						EARMARK		660.2	4,259.4	4,919.6
		Preliminary Engineering	PE	9,679.0						EARMARK		1,298.9	8,380.0	9,679.0
		Preliminary Engineering	PE	10,447.8						NH		1,402.1	9,045.7	10,447.8
		Right of Way Acquisition	RW	25,923.0						EARMARK/NH		3,478.9	22,444.1	25,923.0
		Utility Moves	IC							NH		0.0	0.0	0.0
MDT			**Total**	**50,969.4**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**			**6,840.1**	**44,129.3**	**50,969.4**
Billings Bypass	*UPN4199002*	Construction of Five Mile Road	IC	140.1						STPU		18.8	121.3	140.1
(Five Mile Road)			CN	5,865.9						STPU		787.2	5,078.7	5,865.9
MDT			**Total**	**6,006.1**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**			**806.0**	**5,200.1**	**6,006.1**
Billings Bypass	*UPN4199003*	Construction of a new bridge	IC	325.5						NH		43.7	281.8	325.5
(Yellowstone River Bridge)		over the Yellowstone River	CN	11,364.2						STPU		1,525.1	9,839.1	11,364.2
			CN	5,000.0						CMAQ		671.0	4,329.0	5,000.0
			CN	5,000.0						BRIDGE		671.0	4,329.0	5,000.0
			CN	16,520.8						NH		2,217.1	14,303.7	16,520.8
			CN	12.9						SFCX		12.9	0.0	12.9
MDT			**Total**	**38,223.4**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**			**5,140.8**	**33,082.6**	**38,223.4**
Billings Bypass	*UPN4199007*	Reconstruction of existing	IC	5,140.4						NH		689.8	4,450.5	5,140.4
(Johnson Lane Interchange)		Interchange	CN	2,297.1						STPU		308.3	1,988.8	2,297.1
			CN	6,200.0						CMAQ		832.0	5,368.0	6,200.0
			CN	3,800.0						NH		510.0	3,290.0	3,800.0
			CN	13,611.8						NHFP split at 91.24/8.76		1,192.4	12,419.4	13,611.8
			CN	34,970.7						IM*		3,063.4	31,907.2	34,970.7
MDT			**Total**	**66,019.9**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**			**6,595.9**	**59,424.0**	**66,019.9**
Billings Bypass	*UPN4199005*	Construction of new bridge	IC	1,298.1						NH		174.2	1,123.9	1,298.1
(Railroad Overpass)		over railroad	CN	17,474.1						NH		2,345.0	15,129.1	17,474.1
MDT			**Total**	**18,772.2**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**			**2,519.2**	**16,253.0**	**18,772.2**
Billings Bypass	*UPN4199008*	New construction of roadway												
(RR O'pass to Yellowstone R)		connection from existing Interchange to the bridge over	CN	6,991.9						NH		938.3	6,053.6	6,991.9
MDT		the railroad	**Total**	**6,991.9**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**			**938.3**	**6,053.6**	**6,991.9**
Billings Bypass	*UPN4199006*	Construction of connection	IC						1,000.0	NH		134.2	865.8	1,000.0
(Johnson Lane Interchange to RR O'pass)		from Interchange to RR O'pass	CN						8,252.8	NH		1,107.5	7,145.3	8,252.8
MDT			**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**9,252.8**			**1,241.7**	**8,011.1**	**9,252.8**
Billings Bypass	*UPN4199004*	Construction of connection	IC							NH		0.0	0.0	0.0
(Five Mile Rd to US 87)		from Five Mile to US 87	CN							NH		0.0	0.0	0.0
MDT			**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**			**0.0**	**0.0**	**0.0**
Totals				**186,982.9**	**0.0**	**0.0**	**0.0**	**0.0**	**9,252.8**		**0.0**	**24,082.1**	**172,153.6**	**196,235.7**

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions.

CN estimates include CE costs

Projects with Multiple Funding Continued

KING AVE & 48TH STREET - BLGS

Funding shown in thousands of dollars

Project: KING AVE & 48TH STREET - BLGS Sponsor: MDT	Description	Phase	Program Schedule Pre-2027	2027	2028	2029	2030	2031	Funding Source	Local	State 13.42%	Federal 86.58%	Total Project Costs
KING AVE & 48TH STREET - BLGS	address safety and operational issues at the intersection of King Avenue and 48th Street. The preferred alternative is a roundabout	PE	600.0						CR		80.5	519.5	600.0
UPN 10643		RW		400.0					CR		53.7	346.3	400.0
		IC			400.0				CR		53.7	346.3	400.0
		CN			1,916.6				CR		257.2	1,659.4	1,916.6
		CN							HSIP		0.0	0.0	0.0
		CN			341.9				Local Contribution	341.9	0.0	0.0	341.9
MDT	U-1037 RP 16.5 to 16.7	**Total**	**600.0**	**400.0**	**2,658.5**	**0.0**	**0.0**	**0.0**		**341.9**	**445.1**	**2,871.5**	**3,658.5**
Totals			**600.0**	**400.0**	**2,658.5**	**0.0**	**0.0**	**0.0**		**341.9**	**445.1**	**2,871.5**	**3,658.5**

CN estimates include CE costs

HSIP split at 90/10%

Project: Grand Avenue

Funding shown in thousands of dollars

Project: Grand Avenue Sponsor: MDT	Description	Phase	Program Schedule Pre-2027	2027	2028	2029	2030	2031	Funding Source	Local	State 13.42%	Federal 86.58%	Total Project Costs
Grand Avenue	reconstruction of existing roadway	PE	2,362.6						STPU		317.1	2,045.5	2,362.6
UPN 10702		RW		1,260.0					STPU		169.1	1,090.9	1,260.0
		IC			1,500.0				STPU		201.3	1,298.7	1,500.0
		CN			16,985.7				STPU		2,279.5	14,706.2	16,985.7
		CN			3,426.8				CMAQ		459.9	2,966.9	3,426.8
MDT	41st St West to 62nd St West	**Total**	**2,362.6**	**1,260.0**	**21,912.4**	**0.0**	**0.0**	**0.0**			**3,426.8**	**22,108.2**	**25,535.0**
Totals			**2,362.6**	**1,260.0**	**21,912.4**	**0.0**	**0.0**	**0.0**			**3,426.8**	**22,108.2**	**25,535.0**

Estimated Revenue

Amounts shown in thousands of dollars

Federal						STP/S*/X*										
Fiscal Year	CMAQ**	STPU*	IM*	NH*	NHFP*	SFCN	STPP*	RRS	HSIP*	BR*	UPP*	MACI*	CR*	TA*	FWP	SUBTOTAL
Carryover	6,380.1	15,763.0												5,945.0		28,088.1
FFY 2027	1,550.6	2,551.8	2,328.2	4,063.5	0.0	0.0	0.0	0.0	500.0	0.0	3,489.4	750.0	400.0	790.0	125.0	16,548.5
FFY 2028	1,550.6	2,551.8	70,892.1	15,530.4	0.0	0.0	0.0	0.0	2,449.0	24,426.6	500.0	750.0	2,316.6	790.0	0.0	121,757.0
FFY 2029	1,550.6	2,551.8	1,500.0	66,107.0	0.0	0.0	0.0	0.0	500.0	62.3	500.0	750.0	0.0	790.0	125.0	74,436.6
FFY 2030	1,550.6	2,551.8	1,500.0	17,783.9	0.0	0.0	0.0	0.0	500.0	5,084.5	500.0	750.0	0.0	790.0	0.0	31,010.7
FFY 2031	1,550.6	2,551.8	1,500.0	1,000.0	0.0	0.0	0.0	0.0	500.0	0.0	500.0	750.0	0.0	790.0	125.0	9,267.3
TOTAL	14,133.1	28,521.8	77,720.4	104,484.8	0.0	0.0	0.0	0.0	4,449.0	29,573.3	5,489.4	3,750.0	2,716.6	9,894.8	375.0	281,108.1

Federal	FTA 5307		FTA 5339		DISCRETIONA 5339		FTA 5310		GAS TAX			
Fiscal Year	Federal	Local	Federal	Local	Federal	Local	Federal	Local	CITY	COUNTY	OTHER***	TOTAL
Carryover	5,107.7		431.8		0.0		124.3					33,751.9
FFY 2027	2,977.7	3,290.6	780.0	100.0	0.0	0.0	126.7	31.7	1,739.8	313.8	1,222.3	27,131.0
FFY 2028	2,977.7	1,951.8	780.0	0.0	0.0	0.0	226.0	56.5	1,739.8	313.8	1,676.0	131,478.5
FFY 2029	2,977.7	1,991.0	780.0	0.0	0.0	0.0	0.0	0.0	1,726.8	324.8	1,222.3	83,459.2
FFY 2030	2,977.7	1,980.2	780.0	0.0	0.0	0.0	0.0	0.0	1,779.9	299.1	1,222.3	40,049.8
FFY 2031	2,977.7	1,980.2	780.0	270.0	0.0	0.0	0.0	0.0	1,726.8	324.8	1,222.3	18,549.1
TOTAL	19,996.2	11,193.9	4,331.8	370.0	0.0	0.0	477.0	88.2	8,713.1	1,576.2	6,565.0	334,419.5

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Federal program funding availability may impact the scheduling of projects. Funding beyond 2024 will be subject to the obligation limitation set by the annual appropriations process.

NOTES:

These estimates are based on historical data and projections.

* STPU, IM, NH, NHFP, STPX, STPP, HSIP, BR, UPP, MACI, and TA funds include match.

**Reflective of federal share only.

***Operations and Maintenance funds (average of Fiscal Years 2023-2025),TRANsADE, and CMAQ (match) makes up OTHER

Congestion Mitigation & Air Quality (CMAQ)

Funding shown in thousands of dollars

Unless otherwise indicated the matching ratios for these projects are 86.58% Federal and 13.42% Match

Project Sponsor	Description	Phase	Pre-2027	2027	2028	2029	2030	2031	Funding Source Local 13.42%	 State 13.42%	 Federal 86.58%	Total Project Costs
Carryover (Federal)				6,380.1	7,930.7	6,514.4	8,065.0	9,615.6				
Estimated allocation (Federal)				1,550.6	1,550.6	1,550.6	1,550.6	1,550.6				
Billings Bypass *UPN4199003* **(Yellowstone River Bridge)** *MDT*	Construction of a new bridge over the Yellowstone River	CN **Total**	5,000.0 **0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	671.0 **671.0**	4,329.0 **4,329.0**	5,000.0 **5,000.0**
Billings Bypass *UPN4199007* **(Johnson Lane Interchange)** *MDT*	Reconstruction of existing Interchange	CN **Total**	6,200.0 **0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	0.0 **0.0**	0.0 **0.0**	0.0 **0.0**
Grand Avenue *UPN* 10702 *Possible LAG with city*	Reconstruction of existing roadway 41st to 62nd street 2.6 miles	CN **Total**	**0.0**	**0.0**	3,426.8 **3,426.8**	**0.0**	**0.0**	**0.0**	**0.0**	459.9 **459.9**	2,966.9 **2,966.9**	3,426.8 **3,426.8**
Service Operations* Operating - 80% match *MET Transit*	Transfer from CMAQ to 5307	Transit **Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	0.0 **0.0**		0.0 **0.0**	0.0 **0.0**
Project Adjustments/Closures												
		CMAQ Totals		**0.0**	**3,426.8**	**0.0**	**0.0**	**0.0**	**0.0**	**1,130.9**	**7,295.9**	**8,426.8**
		Federal		**0.0**	**2,966.9**	**0.0**	**0.0**	**0.0**				
		State		**0.0**	**453.7**	**0.0**	**0.0**	**0.0**				
		Ending Balance (Federal)		**7,930.7**	**6,514.4**	**8,065.0**	**9,615.6**	**11,166.2**				

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Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.

CN estimates include CE costs

Surface Transportation Program Urban (STPU)

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2027	2027	2028	2029	2030	2031	Funding Source: Local	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs
Carryover				15,763.0	17,054.7	1,120.8	3,672.6	6,224.3				
Estimated Allocation (STPU)				2,551.8	2,551.8	2,551.8	2,551.8	2,551.8				
Billings Bypass *UPN4199002*	Construction of Five Mile Road	IC	140.1							18.8	121.3	140.1
(Five Mile Road)		CN	5,865.9							787.2	5,078.7	5,865.9
MDT		**Total**	**6,006.1**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**806.0**	**5,200.1**	**6,006.1**
Billings Bypass *UPN4199003* **(Yellowstone River Bridge)**	Construction of a new bridge over the Yellowstone River											
		CN	11,364.2							1,525.1	9,839.1	11,364.2
MDT		**Total**	**11,364.2**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,525.1**	**9,839.1**	**11,364.2**
Billings Bypass *UPN4199007*	Reconstruction of existing											
(Johnson Lane Interchange)	Interchange	CN	2,297.1							308.3	1,988.8	2,297.1
MDT		**Total**	**2,297.1**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**308.3**	**1,988.8**	**2,297.1**
Grand Avenue *UPN* 10702	Reconstruction of existing	PE	2,362.6							317.1	2,045.5	2,362.6
	roadway	RW		1,260.0						169.1	1,090.9	1,260.0
	41st to 62nd street	IC			1,500.0					201.3	1,298.7	1,500.0
	2.6 miles	CN			16,985.7					2,279.5	14,706.2	16,985.7
Possible LAG with city		**Total**	**0.0**	**1,260.0**	**18,485.7**	**0.0**	**0.0**	**0.0**	**0.0**	**2,966.9**	**19,141.3**	**22,108.2**
Adjustment/Closures												
		STPU Totals		**1,260.0**	**18,485.7**	**0.0**	**0.0**	**0.0**	**0.0**	**5,606.3**	**36,169.3**	**41,775.6**
		Federal		**1,090.9**	**16,004.9**	**0.0**	**0.0**	**0.0**				
		State		**169.1**	**2,480.8**	**0.0**	**0.0**	**0.0**				
		Balance		**17,054.7**	**1,120.8**	**3,672.6**	**6,224.3**	**8,776.1**				

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Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.
CN estimates include CE costs

Interstate Maintenance (IM)

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2027	2027	2028	2029	2030	2031	Funding Source Local	 State 8.76%	 Federal 91.24%	Total Project Costs
MDT-PREVENTATIVE MAINTENANCE - IM	Maintenance - Striping, Durable	All		1,500.0	1,500.0	1,500.0	1,500.0	1,500.0		657.0	6,843.0	7,500.0
MDT	Pave Marking, Pavement Pres.	**Total**		**1,500.0**	**1,500.0**	**1,500.0**	**1,500.0**	**1,500.0**	**0.0**	**657.0**	**6,843.0**	**7,500.0**
Billings Bypass - Johnson Lane Intch	Reconstruction of existing	CN	34,970.7							3,063.4	31,907.2	34,970.7
UPN 4199-007	Interchange											
MDT	I-90 RP	**Total**	**34,970.7**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**3,063.4**	**31,907.2**	**34,970.7**
Lockwood Interchange - Billings	Capital Construction	PE	5,692.6							498.7	5,193.9	5,692.6
UPN 9978	Improvements to Lockwood Interchange	RW		768.7						67.3	701.4	768.7
		IC			768.7					67.3	701.4	768.7
		CN			63,686.3					5,578.9	58,107.4	63,686.3
MDT	I-90 RP 450 to RP 453.5	**Total**	**5,692.6**	**768.7**	**64,455.1**	**0.0**	**0.0**	**0.0**	**0.0**	**6,212.3**	**64,704.1**	**70,916.4**
I-90 CULVERTS - BILLINGS AREA	Culvert Replacement	PE	757.0							66.3	690.7	757.0
		RW		59.5						5.2	54.3	59.5
UPN 10427	Not all locations inside MPO boundary	CN			4,937.1					432.5	4,504.6	4,937.1
MDT	I-90 RP 413 to 528	**Total**	**757.0**	**59.5**	**4,937.1**	**0.0**	**0.0**	**0.0**	**0.0**	**504.0**	**5,249.6**	**5,753.6**
IM TOTAL			**41,420.2**	**2,328.2**	**70,892.1**	**1,500.0**	**1,500.0**	**1,500.0**	**0.0**	**10,436.7**	**108,703.9**	**119,140.6**

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Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.
*IM is a state sub-allocated program funded by the federal National Highway Performance Program.
CN estimates include CE costs

National Highway (NH)*

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2027	2027	2028	2029	2030	2031	Funding Source: Local	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs
MDT-PREVENTATIVE MAINTENANCE - NH	Maintenance - Striping, Durable	All		1,000.0	1,000.0	1,000.0	1,000.0	1,000.0		671.0	4,329.0	5,000.0
MDT	Pave Marking, Pavement Pres.	**Total**		**1,000.0**	**1,000.0**	**1,000.0**	**1,000.0**	**1,000.0**		**671.0**	**4,329.0**	**5,000.0**
Billings Bypass	New construction	PE	10,447.8							1,402.1	9,045.7	10,447.8
UPN 4199-000		RW	18,076.0							2,425.8	15,650.2	18,076.0
		IC								0.0	0.0	0.0
MDT		**Total**	**28,523.8**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**3,827.9**	**24,695.9**	**28,523.8**
Billings Bypass - Yellowstone River Bridge	New construction of bridge	IC	352.5							47.3	305.2	352.5
UPN 4199-003	over the Yellowstone River	CN	16,520.8							2,217.1	14,303.7	16,520.8
MDT		**Total**	**16,873.2**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2,264.4**	**14,608.8**	**16,873.2**
Billings Bypass - Five Mile Rd to US 87	Construction of connection	IC				500.0				67.1	432.9	500.0
UPN 4199-004	from Five Mile to US 87	CN				14,719.6				1,975.4	12,744.2	14,719.6
MDT		**Total**	**0.0**	**0.0**	**0.0**	**15,219.6**	**0.0**	**0.0**	**0.0**	**2,042.5**	**13,177.1**	**15,219.6**
Billings Bypass - RR O'pass	New construction of	IC	1,298.1							174.2	1,123.9	1,298.1
UPN 4199-005	RR O'pass	CN	17,474.1							2,345.0	15,129.1	17,474.1
MDT		**Total**	**18,772.2**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2,519.2**	**16,253.0**	**18,772.2**
Billings Bypass - Johnson Ln. Intch - RR O'pa	New construction of connection	IC			1,000.0					134.2	865.8	1,000.0
UPN 4199-006	from Interchange to bridge	CN			8,252.8					1,107.5	7,145.3	8,252.8
MDT		**Total**	**0.0**	**0.0**	**9,252.8**	**0.0**	**0.0**	**0.0**	**0.0**	**1,241.7**	**8,011.1**	**9,252.8**
Billings Bypass - Johnson Lane Intch	Reconstruction of existing	IC	5,140.4							689.8	4,450.5	5,140.4
UPN 4199-007	Interchange	CN	3,800.0							510.0	3,290.0	3,800.0
	RP 455.5	**Total**	**8,940.4**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,199.8**	**7,740.6**	**8,940.4**
Billings Bypass - (RR O'pass to Yellowstone	New construction of roadway											
UPN4199-008	connection from existing	CN	6,991.9							938.3	6,053.6	6,991.9
	Interchange to the bridge over											
MDT	the railroad	**Total**	**6,991.9**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**938.3**	**6,053.6**	**6,991.9**
Exposition Dr. & 1st Ave. N. Blgs	Interesction Improvements	PE	4,022.0							539.8	3,482.3	4,022.0
UPN 7908		RW		160.3						21.5	138.8	160.3
		IC				2,585.8				347.0	2,238.8	2,585.8
		CN					16,783.9			2,252.4	14,531.5	16,783.9
MDT	RP .35 to 1.35	**Total**	**4,022.0**	**160.3**	**0.0**	**2,585.8**	**16,783.9**	**0.0**	**0.0**	**3,160.7**	**20,391.3**	**23,552.0**
Underpass Ave. Improvements	Intersection Improvements											
UPN 8669		CN	14,436.0							1,937.3	12,498.7	14,436.0
MDT	RP .51 to .72	**Total**	**14,436.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,937.3**	**12,498.7**	**14,436.0**
Airport Rd. & Main St. - Blgs	Intersection Improvements	OT	295.6							39.7	255.9	295.6
UPN 8718		PE	2,580.5							346.3	2,234.2	2,580.5
		RW		61.2						8.2	53.0	61.2
		IC			250.0					33.6	216.5	250.0
		CN				9,403.1				1,261.9	8,141.2	9,403.1
MDT	RP 1.5 to 2.2	**Total**	**2,876.1**	**61.2**	**250.0**	**9,403.1**	**0.0**	**0.0**	**0.0**	**1,689.6**	**10,900.8**	**12,590.4**
1st Ave. N - N 9th to RR Xing	Reconstruction of roadway	PE	3,312.3							444.5	2,867.8	3,312.3
UPN 9022	Major Rehab	RW		59.8						8.0	51.8	59.8
		IC			213.2					28.6	184.6	213.2
		CN				23,905.7				3,208.1	20,697.6	23,905.7
MDT	N-115 RP 0.7 - RP .93	**Total**	**3,312.3**	**59.8**	**213.2**	**23,905.7**	**0.0**	**0.0**	**0.0**	**3,689.3**	**23,801.7**	**27,491.0**
Zoo Drive Improvements	Intersection Improvements	PE	1,006.3							135.0	871.3	1,006.3
UPN 9597		RW	115.6							15.5	100.1	115.6
		IC	9.9							1.3	8.6	9.9
	I-90 RP 442.9 to 444.3	CN	7,646.9							1,026.2	6,620.7	7,646.9
MDT	U-1011 RP 2.36 to 3.04	**Total**	**8,778.8**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,178.1**	**7,600.6**	**8,778.8**
1st Ave. N - RR Xing to Broadway	Reconstruction of roadway	PE	831.1							111.5	719.5	831.1
UPN 9880	Major Rehab	RW			12.4					1.7	10.8	12.4
Project split from 9022		IC			255.6					34.3	221.3	255.6
		CN				7,299.8				979.6	6,320.2	7,299.8
MDT	N-115 RP 0.93 - RP 1.45	**Total**	**831.1**	**0.0**	**268.1**	**7,299.8**	**0.0**	**0.0**	**0.0**	**1,127.1**	**7,271.8**	**8,399.0**
1st Ave. N - Broadway to Division	Reconstruction of roadway	PE	840.7							112.8	727.8	840.7
UPN 9881	Major Rehab	RW			12.6					1.7	10.9	12.6
Project split from 9022		IC			282.0					37.8	244.2	282.0
		CN				6,692.9				898.2	5,794.8	6,692.9
MDT	N-115 RP 1.45 to RP 2.05	**Total**	**840.7**	**0.0**	**294.6**	**6,692.9**	**0.0**	**0.0**	**0.0**	**1,050.5**	**6,777.7**	**7,828.2**
Montana Ave Crosswalks - BLGS	Sidewalk Improvements	PE	192.2							25.8	166.4	192.2
UPN 9998	ADA compliance	RW		25.6						3.4	22.2	25.6
		IC			51.3					6.9	44.4	51.3
		CN			1,831.8					245.8	1,586.0	1,831.8
MDT	N-113 RP 2.9 to RP 4.25	**Total**	**192.2**	**25.6**	**1,883.1**	**0.0**	**0.0**	**0.0**	**0.0**	**281.9**	**1,819.0**	**2,100.9**
Laurel RD / Montana Ave - BLGS	Sidewalk Improvements									0.0	0.0	0.0
UPN 9998001	ADA compliance	CN		2,706.5						363.2	2,343.3	2,706.5
MDT	N-113 RP .17 to RP 2.9	**Total**	**0.0**	**2,706.5**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**363.2**	**2,343.3**	**2,706.5**
1st Ave South - Billings	Pavement Preservation on 1st	PE	149.0							20.0	129.0	149.0
UPN 10692	Ave South N-114 Mill & Fill with	IC		50.0						6.7	43.3	50.0
	underseal and possible	CN			2,368.7					317.9	2,050.8	2,368.7
MDT	N-113 RP .17 to RP 4.25	**Total**	**149.0**	**50.0**	**2,368.7**	**0.0**	**0.0**	**0.0**	**0.0**	**344.6**	**2,223.1**	**2,567.7**
NH TOTAL			**115,539.5**	**4,063.5**	**15,530.4**	**66,107.0**	**17,783.9**	**1,000.0**	**0.0**	**29,527.3**	**190,497.1**	**220,024.3**

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Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.

*NH is a state sub-allocated program funded by the federal National Highway Performance Program.

CN estimates include CE costs

National Highway Freight Program (NHFP)*

Funding shown in thousands of dollars

Project Sponsor	Description	Phase							Funding Source			Total Project Costs
									Local	State	Federal	
			Pre-2027	2027	2028	2029	2030	2031		8.76%	91.24%	
Billings Bypass UPN419900	Reconstruction of existing	CN	13,611.8							1,192.4	12,419.4	13,611.8
(Johnson Lane Interchange)	Interchange									0.0	0.0	0.0
										0.0	0.0	0.0
										0.0	0.0	0.0
MDT		**Total**	**13,611.8**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,192.4**	**12,419.4**	**13,611.8**
NHFP TOTAL			**13,611.8**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,192.4**	**12,419.4**	**13,611.8**

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions.
Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.
*NHFP is funded by the federal National Highway Performance Program.
CN estimates include CE costs

Surface Transportation Program Off System (STPX), Secondary (STPS), State Funded Construction (SFCN)

Funding shown in thousands of dollars

Project Sponsor	Description	Phase							Funding Source			Total Project Costs
									Local	State	Federal	
			Pre-2027	2027	2028	2029	2030	2031		13.42%	86.58%	
(Yellowstone River Bridge)	Construction of a new bridge											
UPN 4199003 BBP	over the Yellowstone River	CN	12.9							12.9	0.0	12.9
MDT		**Total**	**12.9**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**12.9**	**0.0**	**12.9**
TOTALS			**12.9**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**12.9**	**0.0**	**12.9**

CN estimates include CE costs

Surface Transportation Program Primary (STPP)

Funding shown in thousands of dollars

Project Sponsor	Description	Phase							Funding Source			Total Project Costs
									Local	State	Federal	
			Pre-2027	2027	2028	2029	2030	2031	13.42%	13.42%	86.58%	
No New Projects		Total										
STPP TOTALS			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

CN estimates include CE costs

Railroad Crossing (RRS)

Funding shown in thousands of dollars

Project Sponsor	Description	Phase							Funding Source			Total Project
									Local	State	Federal	
			Pre-2027	2027	2028	2029	2030	2031		10.00%	90.00%	
No New Projects		Total										
TOTALS			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

CN estimates include CE costs

Highway Safety Improvement Program (HSIP)

Funding is shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2027	2027	2028	2029	2030	2031	Funding Source Local	 State 10.00%	 Federal 90.00%	Total Project Costs
SAFETY PROJECTS	Various Locations	ALL		500.0	500.0	500.0	500.0	500.0		250.0	2,250.0	2,500.0
MDT		**Total**		**500.0**	**500.0**	**500.0**	**500.0**	**500.0**	**0.0**	**250.0**	**2,250.0**	**2,500.0**
ZOO DRIVE IMPROVEMENTS - BLG	Safety Improvements for Traffic Ope	PE								0.0	0.0	0.0
UPN 9597		CN	500.0							50.0	450.0	500.0
MDT	Various Locations	**Total**	**500.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**50.0**	**450.0**	**500.0**
KING AVE & 48TH STREET - BLGS	address safety and operational											
UPN 10643	issues at the intersection of King Avenue and 48th Street. The preferred alternative is a	CN			1,949.0					194.9	1,754.1	1,949.0
MDT	U-1037 RP 16.5 to 16.7	**Total**	**0.0**	**0.0**	**1,949.0**	**0.0**	**0.0**	**0.0**	**0.0**	**194.9**	**1,754.1**	**1,949.0**
HSIP Totals			**500.0**	**500.0**	**2,449.0**	**500.0**	**500.0**	**500.0**	**0.0**	**494.9**	**4,454.1**	**4,949.0**

CN estimates include CE costs

Bridge Program

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2027	2027	2028	2029	2030	2031	Funding Source: Local	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs
BBP-YELLOWSTONE RIVER	New bridge construction									0.0	0.0	0.0
UPN 4199-003		CN	5,000.0							671.0	4,329.0	5,000.0
MDT	Statewide	**Total**	**5,000.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**671.0**	**4,329.0**	**5,000.0**
SHILOH RD / I-90 BRIDGE - BLGS	Bridge rehab	PE	309.9							41.6	268.3	309.9
UPN 9720		IC			12.4					1.7	10.7	12.4
		CN			7,882.0					1,057.8	6,824.3	7,882.0
MDT	U-1031 RO 5.0 to 5.3	**Total**	**309.9**	**0.0**	**7,894.4**	**0.0**	**0.0**	**0.0**		**1,101.0**	**7,103.3**	**8,204.3**
MONTANA AVE BRIDGES- BILLINGS	Bridge rehab	PE	1,996.3							267.9	1,728.4	1,996.3
UPN 10765	Montana Ave over Laurel Road	CN			16,469.8					2,210.2	14,259.6	16,469.8
MDT	N113 RP1.7 TO 2.1	**Total**	**1,996.3**	**0.0**	**16,469.8**	**0.0**	**0.0**	**0.0**		**2,478.2**	**15,988.0**	**18,466.2**
BBWA CANAL - N27TH ST BILLINGS	Bridge replacement	PE	1,246.2							167.2	1,079.0	1,246.2
UPN 10801	Canal on N2th Street	RW			62.3					8.4	53.9	62.3
		IC				62.3				8.4	53.9	62.3
		CN					5,084.5			682.3	4,402.1	5,084.5
MDT	N53 RP 2.4 to 2.7	**Total**	**1,246.2**	**0.0**	**62.3**	**62.3**	**5,084.5**	**0.0**		**866.3**	**5,589.0**	**6,455.3**
BR TOTAL			**8,552.4**	**0.0**	**24,426.6**	**62.3**	**5,084.5**	**0.0**	**0.0**	**5,116.5**	**33,009.3**	**38,125.8**

CN estimates include CE costs

Urban Pavement Preservation (UPP)

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Program Schedule: Pre-2027	2027	2028	2029	2030	2031	Funding Source: Local	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs
URBAN PAVEMENT PRESERVATION		ALL		500.0	500.0	500.0	500.0	500.0		335.5	2,164.5	2,500.0
MDT	Various Locations	**Total**		**500.0**	**500.0**	**500.0**	**500.0**	**500.0**	**0.0**	**335.5**	**2,164.5**	**2,500.0**
Shiloh RD-King Ave to Rimrock	Urban Pavement Preservat	PE	187.4							25.2	162.3	187.4
UPN 10703		CN		1,903.8						255.5	1,648.4	1,903.8
MDT	RP 0 to 2.98	**Total**	**0.0**	**1,903.8**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**280.6**	**1,810.6**	**2,091.3**
State Avenue - Billings	Urban Pavement Preservat	PE	62.5							8.4	54.1	62.5
UPN 10704		CN		1,085.6						145.7	939.9	1,085.6
MDT	RP 0 to 1.5	**Total**	**0.0**	**1,085.6**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**154.1**	**994.0**	**1,148.0**
UPP TOTAL			**0.0**	**3,489.4**	**500.0**	**500.0**	**500.0**	**500.0**	**0.0**	**770.2**	**4,969.1**	**5,739.3**

CN estimates include CE costs

Montana Air and Congestion Initiative (MACI)-Discretionary Program

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2027	2027	2028	2029	2030	2031	Funding Source Local 13.42%	 State 13.42%	 Federal 86.58%	Total Project Costs
ADA COMPLIANCE		All		500.0	500.0	500.0	500.0	500.0		335.5	2,164.5	2,500.0
MDT	ADA upgrades	**Total**		**500.0**	**500.0**	**500.0**	**500.0**	**500.0**		**335.5**	**2,164.5**	**2,500.0**
TRAFFIC MITIGATION		All		250.0	250.0	250.0	250.0	250.0		167.8	1,082.3	1,250.0
MDT	Signalization	**Total**		**250.0**	**250.0**	**250.0**	**250.0**	**250.0**		**167.8**	**1,082.3**	**1,250.0**
BILLINGS DISTRICT ADA UPGRAD	ADA upgrades	PE	61.5							8.3	53.2	61.5
	Not all locations inside MPO boundary											
UPN 10431	using 10% for costs									0.0	0.0	0.0
MDT	Various Locations	**Total**	**61.5**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**8.3**	**53.2**	**61.5**
King Ave Signals - Billings	INT UPGRADE/SIGNALS	OT	120.0							16.1	103.9	120.0
UPN 10585										0.0	0.0	0.0
MDT	Various Locations	**Total**	**120.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**16.1**	**103.9**	**120.0**
		Total	**181.5**	**750.0**	**750.0**	**750.0**	**750.0**	**750.0**	**0.0**	**527.6**	**3,403.9**	**3,931.5**

CN estimates include CE costs

Carbon Reduction (CR) 50k-200k

Funding shown in thousands of dollars

Project	Description	Phase							Funding Source			Total Project Costs
									Local	State	Federal	
Sponsor			Pre-2027	2027	2028	2029	2030	2031	13.42%	13.42%	86.58%	
Zoo Drive Improvements	Intersection Improvements											
UPN 9597												
	I-90 RP 442.9 to 444.3	CN								0.0	0.0	0.0
MDT	U-1011 RP 2.36 to 3.04	**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**
BILLINGS DISTRICT ADA UPGRAD	ADA upgrades	PE										
	Not all locations inside MPO boundary											
UPN 10431	using 10% for costs	CN	435.8							58.5	377.3	435.8
MDT	Various Locations	**Total**	**435.8**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**58.5**	**377.3**	**435.8**
KING AVE & 48TH STREET - BLGS	address safety and operational	PE	600.0							80.5	519.5	600.0
UPN 10643	issues at the intersection of King	RW		400.0						53.7	346.3	400.0
	Avenue and 48th Street. The	IC			400.0					53.7	346.3	400.0
	preferred alternative is a	CN			1,916.6					257.2	1,659.4	1,916.6
MDT	U-1037 RP 16.5 to 16.7	**Total**	**600.0**	**400.0**	**2,316.6**	**0.0**	**0.0**	**0.0**	**0.0**	**445.1**	**2,871.5**	**3,316.6**
		Total	**1,035.8**	**400.0**	**2,316.6**	**0.0**	**0.0**	**0.0**	**0.0**	**503.6**	**3,248.8**	**3,752.4**

Transportation Alternatives

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2027	2027	2028	2029	2030	2031	Funding Source Local 13.42%	 State 13.42%	 Federal 86.58%	Total Project Costs
Carryover				5,945.0	6,550.5	1,389.9	2,179.8	2,969.8				
Estimated Allocation (TA)				790.0	790.0	790.0	790.0	790.0				
STAGECOACH TRAIL - BILLINGS	Shared use path	PE	931.2						125.0		806.2	931.2
UPN 10432		CN			5,348.7				717.8		4,630.9	5,348.7
MDT/Locals	Skyline Trail to Zimmerman Trail	**Total**	**931.2**	**0.0**	**5,348.7**	**0.0**	**0.0**	**0.0**	**842.8**	**0.0**	**5,437.1**	**6,279.9**
SIDEWALKS - LOCKWOOD	Sidewalk construction	PE	173.0						23.2		149.8	173.0
UPN 10433		CN	995.4						133.6		861.8	995.4
MDT/Locals	Old Hardin Road	**Total**	**1,168.4**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**156.8**	**0.0**	**1,011.6**	**1,168.4**
Johnson Lane -SIDEWALKS	Sidewalk construction	PE		50.0					6.7		43.3	50.0
UPN 10721		CN			195.0				26.2		168.8	195.0
MDT/Locals	RP 0 to RP 0.6	**Total**	**0.0**	**50.0**	**195.0**	**0.0**	**0.0**	**0.0**	**32.9**	**0.0**	**212.1**	**245.0**
Safe Routes to Schools - BLGS	Improve routes in Billings School	PE		163.0					21.9		141.2	163.0
UPN 10722	District	CN			1,329.3				178.4		1,150.9	1,329.3
MDT/Locals	Various locations	**Total**	**0.0**	**163.0**	**1,329.3**	**0.0**	**0.0**	**0.0**	**200.3**	**0.0**	**1,292.0**	**1,492.3**
TA TOTALS			**0.0**	**213.0**	**6,872.9**	**0.0**	**0.0**	**0.0**	**1,043.0**	**0.0**	**6,729.1**	**7,772.2**
Federal			**0.0**	**184.5**	**5,950.6**	**0.0**	**0.0**	**0.0**				
Local			**0.0**	**28.6**	**922.3**	**0.0**	**0.0**	**0.0**				
Balance				**6,550.5**	**1,389.9**	**2,179.8**	**2,969.8**	**3,759.8**				

CN estimates include CE costs

FWP Recreational Trails Program

Funding shown in thousands of dollars

Project Sponsor	Description	Phase						Funding Source			Total Project Costs
								Local	State	Federal	
			Pre-2027	2027	2028	2029	2030	2031	20.00%	0%	80.00%	
Rec Trails Program	Trail Construction	All		125.0		125.0		125.0	75.0		300.0	375.0
Local	Various	**Total**	**0.0**	**125.0**	**0.0**	**125.0**	**0.0**	**125.0**	**75.0**	**0.0**	**300.0**	**375.0**
		PE							0.0		0.0	0.0
		CN							0.0		0.0	0.0
		Total	**0.0**	**0.0**	**0.0**	**0**	**0**	**0**	**0.0**	**0.0**	**0.0**	**0.0**
		Total	**0.0**	**125.0**	**0.0**	**125.0**	**0.0**	**125.0**	**75.0**	**0.0**	**300.0**	**375.0**

*pending award

Earmarks

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2027	2027	2028	2029	2030	2031	Funding Source Local 13.42%	 State 13.42%	 Federal 86.58%	Total Project
Billings Bypass UPN41990	Environmental Impact Stateme Preliminary Engineering	PE	14,598.6							1,959.1	12,639.5	14,598.6
	Right of Way Acquisition	RW	7,847.0							1,053.1	6,793.9	7,847.0
MDT		**Total**	**22,445.6**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**3,012.2**	**19,433.4**	**22,445.6**
		Total	**22,445.6**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**3,012.2**	**19,433.4**	**22,445.6**

CN estimates include CE costs

Federal Transit Administration Section 5307*

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	2027	2028	2029	2030	2031	Funding Source Local 20%	 State	 Federal 80%	Total Estimated Obligation
Carryover			0.0	0.0	0.0	0.0	0.0				
Allocation (Estimated)(Fed Share)			2,977.7	2,977.7	2,977.7	2,977.7	2,977.7				
Bus & Passenger Amenities/Equipment											
Supportive Equipment											
Facilities/Amenities											
Security Related Capital (1% minimum)	*Used 5339 for Security in FY27			37.5	37.5	37.5	37.5	30.0		120.0	150.0
Met Transit		**Total**	**0.0**	**37.5**	**37.5**	**37.5**	**37.5**	**30.0**		**120.0**	**150.0**
Transit Operations* **											
Fleet/Facility Preventive Maintenance	80/20 Match		900.0	900.0	900.0	900.0	900.0	900.0		3,600.0	4,500.0
ADA Paratransit (20% of apportionment)	80/20 Match		744.4	744.4	744.4	744.4	744.4	744.4		2,977.7	3,722.1
Fixed Route	50/50 Match		3,324.3	3,264.3	3,264.3	3,264.3	3,264.3	8,190.8		8,190.8	16,381.6
Met Transit		**Total**	**4,968.7**	**4,908.7**	**4,908.7**	**4,908.7**	**4,908.7**	**9,835.2**	**0.0**	**14,768.5**	**24,603.7**
Purchase buses											
Replacement Buses											
Expansion Buses											
Met Transit		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**0.0**	**0.0**
SECTION 5307 TOTALS*			**4,968.7**	**4,946.2**	**4,946.2**	**4,946.2**	**4,946.2**	**9,865.2**	**0.0**	**14,888.5**	**24,753.7**
Federal			**2,977.7**	**2,977.7**	**2,977.7**	**2,977.7**	**2,977.7**				
Local			**1,991.0**	**1,968.5**	**1,968.5**	**1,968.5**	**1,968.5**				
Ending Balance (Federal)			**0.0**	**0.0**	**0.0**	**0.0**	**0.0**				

Full 5307 apportionment (estimate) **$2,977,700**

Project 1 - Operating Assistance	FTA Amount	Local	Total	FTA Share	Local Share	
ALI 30.09.01 - Up to 50% share Operating Assistance	$ 1,662,135	$ 1,662,135	$ 3,324,270	50.00%	50.00%	
ALI 30.09.01 - Up to 50% share Operating Assistance (1% for Security)	$ -	$ -	$ -	80.00%	20.00%	* used 5339 funds in FY27 for security requirement
ALI 11.7C.00 - Non Fixed Route ADA Paratransit Service	$ 595,540	$ 148,885	$ 744,425	80.00%	20.00%	*up to 20% of total allocation if 3 criteria is met
ALI 11.7A.00 - Preventative Maintenance	$ 720,000	$ 180,000	$ 900,000	80.00%	20.00%	
Total P2	**$ 2,977,675**	**$ 1,991,020**	**$ 4,968,695**			

*FTA administered funds are not subject to indirect cost recovery. 5307 funds may be supplemented by Small Transit Intensive Cities (STIC) funds based on transit system performance for the urbanized area (MET).

***Total local funding reflects an overmatch on federal share. Operations Match ratio is 50/50.

Federal Transit Administration Section 5339

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	2027	2028	2029	2030	2031	Funding Source Local 20%	Funding Source State	Funding Source Federal 80%	Total Estimated Obligation
Carryover			120.0	73.0	10.0	3.0	196.0				
Allocation (Estimated)			193.0	193.0	193.0	193.0	193.0				
Rolling Stock	Replacement										
Met Transit	85/15 match for ADA		**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**0.0**	**0.0**
Bus and Bus Technology	Upgrade										
Met Transit			**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**0.0**	**0.0**
Bus Facilities and Support	Facility items, construction, technology, amenities,		300.0	320.0	250.0						
Met Transit	support equipment, etc.		***300.0***	***320.0***	***250.0***	***0.0***	***0.0***	***174.0***		***696.0***	***870.0***
Bus Facilities Security System	Upgrade										
Met Transit			**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**0.0**	**0.0**
Bus, Facilities, and Technology	Upgrade facilities, replace										
Met Transit	buses, add technology		**0.0**	**0.0**	**0.0**	**0.0**	0.0	**0.0**		0.0	**0.0**
SECTION 5339 TOTALS			**300.0**	**320.0**	**250.0**	**0.0**	**0.0**	**174.0**	**0.0**	**696.0**	**870.0**
Federal			**240.0**	**256.0**	**200.0**	**0.0**	**0.0**				
Local			**60.0**	**64.0**	**50.0**	**0.0**	**0.0**				
Balance			**73.0**	**10.0**	**3.0**	**196.0**	**389.0**				

PROJECTS

2027	2028	2029	2030	2031
Facility Generator	Replacement AVL System	Transfer Center Amenities	TBD	TBD

Federal Transit Administration Section 5339 Discretionary Funding

Project / Sponsor	Description	Phase	2027	2028	2029	2030	2031	Funding Source Local 15%	Funding Source State	Funding Source Federal 85%	Total Estimated Obligation
Carryover			0.0								
Allocation	5339b/LowNo		0.0								
Rollingstock	Replace buses										
MET Transit	85/15 match for ADA	**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**0.0**	**0.0**
Bus and Bus Facilities	Technology										
MET Transit	Facility Remodel										
	Training										
	Training Capital										
	80/20 Rate	**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		0.0	**0.0**
SECTION 5339 TOTALS			**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**0.0**	**0.0**
Federal			**0.0**	**0.0**	**0.0**	**0.0**	**0.0**				
Local			**0.0**	**0.0**	**0.0**	**0.0**	**0.0**				
Balance			**0.0**	**0.0**	**0.0**	**0.0**	**0.0**				

***Capital 80/20 Match, ADA Capital 85/15 Match**

Federal Transit Administration Section 5310

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	2027	2028	2029	2030	2031	Funding Source: Local 15/20%	Funding Source: State	Funding Source: Federal 85/80%	Total Estimated
Carryover			90.0	115.9	141.8	159.7	177.6				
Allocation (Estimated)			225.9	225.9	225.9	225.9	225.9				
Paratransit Vehicles	Purchase vehicles (ADA and Cutaway) for	Purch.						0.0		0.0	0.0
	and other Coordination members as applica	Purch.						0.0		0.0	0.0
Met Transit and Coordination Group			**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**0.0**	**0.0**
Traditional and Non-Traditior	Projects to support identified community nee	Purch.	250.0	250.0	260.0	260.0	280.0	260.0		1,040.0	1,300.0
Projects	but may be also be used for vehicles	Purch.						0.0		0.0	0.0
		Purch.						0.0		0.0	0.0
		Purch.						0.0		0.0	0.0
Coodination Members			**250.0**	**250.0**	**260.0**	**260.0**	**280.0**	**260.0**		**1,040.0**	**1,300.0**
Bus Stop Improvements	Upgrade bus stop amenities	Purch.	112.5					22.5		90.0	112.5
MET Transit	Will be sub-allocated to MET Transit			**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**0.0**	**0.0**
SECTION 5310 TOTALS			**250.0**	**250.0**	**260.0**	**260.0**	**280.0**	**260.0**		**1,040.0**	**1,300.0**
Federal			**200.0**	**200.0**	**208.0**	**208.0**	**224.0**				
Local			**50.0**	**50.0**	**52.0**	**52.0**	**56.0**				
Balance			**115.9**	**141.8**	**159.7**	**177.6**	**179.5**				

Funding dependent on the outcome of a competitive process and funding availability.

2027	2028	2029	2030	2031
	Projects determined based on annual Coordination Plan	Projects determined based on annual Coordination Plan	Projects determined based on annual Coordination	Projects determined based on annual Coordination
MET infrastructure improvements (moved from FY26 to FY27)				

Transade (State Funded)

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	2027	2028	2029	2030	2031	State Funded 100%	Total Estimated
Carryover			0.0	0.0	0.0	0.0	0.0		
Allocation (Estimated)			214.7	214.7	214.7	214.7	214.7	**1,073.3**	**1,073.3**
Transit Operations	Operating		214.7	214.7	214.7	214.7	214.7	**1,073.3**	
Met Transit			**214.7**	**214.7**	**214.7**	**214.7**	**214.7**	**1,073.3**	**1,073.3**
STATE TOTALS			**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,073.3**	**1,073.3**

Public Comment

The MPO will post the draft Transportation Improvement Program (TIP) to the Transportation Resource page of the City of Billings Website. Link to the page is: https://www.billingsmt.gov/2336/Transportation-Resources .

The MPO published a Public Hearing Notice in the Yellowstone County News on September 4 & September 11, 2026, noting that public comment will be received on the Transportation Improvement Plan at the Yellowstone County Planning Board Meeting scheduled for Tuesday, September 22, 2026.

Below is a list of the Public Meetings that allow for public review and comment on the Transportation Improvement Program. Each meeting minutes note the number of public attending and comments received from any public:

Yellowstone County Planning Board:	September 22, 2026
Billings City Council:	September 28, 2026
Yellowstone County Board of Commissioners:	October 6, 2026
Policy Coordinating Committee:	October 13, 2026

Public Participation Plan City of Billings MET Transit and the Billings MPO

The purpose of the City of Billings MET Transit Public Participation Plan is to ensure and improve access to MET's decision-making process for all members of the public including low-income, minority, and other disadvantaged populations. MET endeavors to provide opportunities for the public to assist and provide input on transit projects in regard to social, environmental, and economic impacts to the area's population.

The Public Participation Plan identifies methods for informing and involving the public in the decision-making process, including minority and limited-English proficiency (LEP) populations. Methods of informing the public include, but are not limited to, printed material, partner and community outreach, press releases, paid advertising, transit advertising, and the MET website and social media platforms. Methods of involving the public include, but are not limited to, public meetings, public hearings, surveys, and multiple feedback options.

To download a copy of MET's updated (April 2025) Public Participation Plan, insert the link below in your browser

https://www.billingsmt.gov/DocumentCenter/View/53562/2025-TITLE-VI-AND-PPP

The Billings Metropolitan Planning Organization's (MPOs) Public Participation Plan (PPP) is intended to meet the Federal Highway Act of 1973 requirement to provide a cooperative, comprehensive, and continuing transportation planning and decision-making process. The MPO acts as a liaison between local governments, communities, residents, and the State and Federal Departments of Transportation (DOTs). The MPO currently operates under the U.S. DOT's IIJA (Infrastructure Investment and Jobs Act).

The Yellowstone County Planning Board (YCPB) is the designated MPO and oversees transportation planning for the Billings Urban Area. The area encompasses the City of Billings as well as a planning area extending approximately 4.5 miles outside the city limits.

The MPO is committed to the concept that planning is a community-based effort. In support of this, the MPO Public Participation Plan (PPP), defines a process that ensures reasonable opportunity for all interested parties to participate in the planning process.

This PPP serves two main purposes. The first is to provide the public with a guidebook for how and when they can participate in local and regional transportation planning and decision-making. Secondly, it outlines the policies and procedures for public engagement committed by the MPO. It is the intent of the MPO to consistently inform and engage the public throughout the regional planning process from the development of planning policies to the conceptual stages of planning projects through the adoption of formal planning documents.

Certification

The Billings Metropolitan Planning Organization for the Billings, Montana, urbanized area hereby certifies that the transportation planning process is addressing the major issues in the metropolitan planning area and is being conducted in accordance with all applicable requirements of:

I. 49 USC. Section 5303 and 23 USC. 134 and CFR 450.336;
II. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d–1) and 49 CFR part 21;
III. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
IV. Section 1101(b) of the FAST Act (Pub. L. 114–357) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in DOT funded projects;
V. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
VI. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
VII. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
VIII. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
IX. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

Billings, Montana
Metropolitan Planning Organization

_____

John Staley, President
Yellowstone County Board of Planning

B.O.C.C. Regular

6. a.

Meeting Date: 10/06/2026

Title: 2026 JAG

Submitted By: Carol Redler

TOPIC:

2026 JAG Purchase Requests

BACKGROUND:

The Sheriff's Office will receive $22,538.00 for our portion of the 2026 JAG. The attached document lists the items the Sheriff's Office is requesting to purchase with the funds.

RECOMMENDED ACTION:

Approve.

Attachments

2026 JAG

Yellowstone County

OFFICE OF THE SHERIFF

P.O. BOX 35017
BILLINGS, MT 59107-5017
(406) 256-2929

September 25, 2026

To: Board of County Commissioners

From: Sheriff Kent O'Donnell

Subject: Justice Assistance Grant (JAG) for 2026

Confirmed that Yellowstone County Sheriff's Office will receive $22,538 for our portion of the annual JAG Grant. This portion of the grant will be used for the purchase of the equipment/supplies listed below.

Items being requested	**Amount**
Radar/Speed Trailer (Kustom Smart 18HP+) with data management	$16,057.00
7 Mobile In-Car Printers (Brother Pocket Jet 8 with Blue Tooth)	$ 4049.00
Promotional Items, 500 YCSO Challenge Coins	$ 2432.00

The submittal of the application and approval of the award has been completed by the Billings Police Department. The application was submitted on-line to the Bureau of Justice Assistance. Applications will be processed by the Bureau of Justice Assistance and a special condition will be placed on each award related to the 30 day review period has been satisfied.

Sheriff Kent O'Donnell

Yellowstone Co. Sheriff's Office
2323 2nd Ave No
Billings MT 59102

B.O.C.C. Regular 6. b.
Meeting Date: 10/06/2026
Title: City of Billings IT agreement
Submitted By: Carol Redler

TOPIC:
City-County Interlocal Agreement for IT services FY27

BACKGROUND:
Renewal of annual agreement for period 7/1/2026 to 6/30/2027.

RECOMMENDED ACTION:
Approve and sign.

Attachments
City IT FY27

BILLINGS - YELLOWSTONE COUNTY INTERLOCAL AGREEMENT
INFORMATION TECHNOLOGY SERVICES FOR FY 2027

This Interlocal Agreement is made and entered into this ___ day of _____, 2026, by and between the City of Billings, Montana ("CITY") and Yellowstone County, Montana ("COUNTY"). CITY and COUNTY are referred to herein as "Parties" and individually as a "Party."

WHEREAS, COUNTY requires certain information technology ("IT") services to support its ongoing law enforcement efforts, including but not limited to support for its public safety systems, servers, storage, backup, security and ongoing IT support;

WHEREAS, CITY is willing and able to provide such IT services to COUNTY;

WHEREAS, CITY and COUNTY are empowered to enter into interlocal agreements to provide services pursuant to Title 7, Chapter 11, Part 1, MCA;

WHEREAS, the governing body of each Party finds that the performance of this Agreement is in the best interest of both Parties, and that the undertaking will benefit the public;

NOW, THEREFORE, the parties hereto, in consideration of the mutual benefits to be derived, state, covenant and agree as follows:

1. PURPOSE: The purpose of this agreement is to set forth the terms pursuant to which CITY will provide IT services to COUNTY with respect to its public safety systems, servers, storage, backup, security and ongoing IT support.

2. CITY RESPONSIBILITIES: CITY will provide computer access, disk storage, computer processing, system/data backups, and maintenance support to COUNTY to support COUNTY'S public safety systems. CITY's IT services include communication capabilities allowing 24-hour computer access, on-site and off-site disk storage shared with Billings Police Department, computer processing, program maintenance, operations to support data processing systems, system replication and backups, and disaster/recovery services. The Parties agree that the type and scope of IT services provided by CITY in previous years under past iterations of this Agreement are sufficient to meet COUNTY'S current needs, and that any additional IT services will require a written amendment to this Agreement.

3. PAYMENT TERMS: In consideration of CITY's IT services, COUNTY will pay CITY the amount of One Hundred Fifty Thousand, Five Hundred and Eighty dollars ($150,580). Payment will be made in two (2) equal installments of $75,290. The first installment is due and payable on or before November 15, 2026. The second installment is due and payable on or before May 15, 2027. If emergency costs are incurred during the fiscal year, then COUNTY shall reimburse CITY as mutually agreed for such emergency costs.

4. DURATION: The term of this agreement is twelve months, beginning July 1, 2026, and continuing through June 30, 2027.

5. TERMINATION: Either party may terminate this Agreement, with or without cause, by providing sixty (60) days written notice of intent to terminate to the other party.

6. AMENDMENTS AND MODIFICATIONS: Amendments and modifications to this Interlocal Agreement shall be in writing and will not become effective until approved by both parties with the same formalities as this Agreement.

7. EFFECTIVE DATE: This Agreement shall be effective after approval by the respective governing bodies of each Party.

8. RECORDATION: This Agreement shall be recorded with the Clerk and Recorder of Yellowstone County, Montana, and the Montana Secretary of State, as provide by law.

9. GOVERNING LAW AND VENUE: This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall the State of Montana Thirteenth District Court, Yellowstone County.

10. INDEMNITY:

The COUNTY shall:

a. Indemnify, defend and save the CITY, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional, reckless or negligent act on the part of COUNTY or its officers, agents or employees.
b. Not indemnify, defend, save and hold the CITY harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees, expert fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of the CITY occurring during the course of or as a result of the performance of the Agreement.
c. Where claims, lawsuits or liability, including attorneys' fees, expert fees and costs arise from wrongful, reckless or negligent acts of both the CITY and COUNTY, COUNTY shall indemnify, defend, save, and hold the CITY harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees, expert fees and costs, which result from COUNTY'S wrongful, reckless or negligent acts occurring as a result from COUNTY'S performance pursuant to this Agreement.

The CITY shall:

a. Indemnify, defend and save COUNTY, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of CITY or its agents or employees.
b. Not indemnify, defend, save and hold the COUNTY harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of COUNTY occurring during the course of or as a result of the performance of the Agreement.
c. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful, reckless or negligent acts of both the COUNTY and the CITY, the CITY shall indemnify, defend, save, and hold the COUNTY harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the CITY'S or its officers, agents or employee's wrongful, reckless or negligent acts occurring as a result from the CITY'S performance pursuant to this Agreement.

CITY OF BILLINGS, MONTANA

MIKE NELSON, MAYOR

COUNTY OF YELLOWSTONE, MONTANA
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

GINA DAHL, CITY ATTORNEY

YELLOWSTONE COUNTY CLERK & RECORDER

ATTEST:

DENISE BOHLMAN, CITY CLERK

B.O.C.C. Regular
Meeting Date: 10/06/2026
Title: PAR
Submitted By: Teri Reitz, Board Clerk

TOPIC:
PERSONNEL ACTION REPORT - District Court - 1 Appointment

BACKGROUND:
See attached.

RECOMMENDED ACTION:
Approve.

Attachments
PAR

Hire/Personnel Action Form

Employee Information

Employee
Claire Jacobson

Address 1

Address 2

Zip

State

Phone

City

Hire Information

Position Details
District Court Clerk (C) (3025)

Hire Req#
202600432

Job Type
Full-Time Regular

Job Class
District Court Clerk (C)

Pay Rate
$19.02

Person ID
68842922

HireDate
9/28/26

Department
District Court

Job Class#
3025

Division
N/A

Commissioners Action

	Approve	Disapprove
Chair	MH	
Member	MH	
Member		

Comments

Replacing Michelle Dominguez
1000 221 410330 111

B.O.C.C. Regular 1. a.
Meeting Date: 10/06/2026
Title: Board Minutes - County Water District of Billings Heights
Submitted By: Erika Guy

TOPIC:
Board Minutes - County Water District of Billings Heights August 2026

BACKGROUND:
See Attached

RECOMMENDED ACTION:
File

Attachments
8.19.26
8.28.26

COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

Board Meeting Minutes

Wednesday August 19, 2026, 6 PM

Board Room, County Water District of Billings Heights

1540 Popelka Dr., Billings MT 59105

The meeting opened with the pledge being led by Director Ewalt. President Essmann called the meeting to order, and Board Secretary Bakker called the roll. Directors Ellis, Ewalt, Erpenbach, Graves, Kary and President Essmann were present. A quorum was established.

President Essmann introduced the guests in attendance – Evelyn Pyburn, Yellowstone County News and Tim Hayes, Strom & Associates. President Essmann gave brief instructions on the conduct of the meeting and asked if there were any public remarks. There was none offered.

Approval of Agenda:

Director Ewalt made a motion to move the Audit report from Old Business to before the General Manager's report on the agenda. This would allow the representative from Strom and Associates to leave the meeting after his report is complete. Director Ellis seconded the motion and the motion passed unanimously.

Approval of Minutes:

Director Graves made the motion to approve July 15, 2026, Board Meeting minutes, Director Graves made the second. Director Ellis asked if the spelling correction had been made in the minutes. Board Secretary Bakker confirmed that the correction had been made. The motion was passed.

FY 2025 Audit Report:

Tom Hayes, a representative from Strom and Associates, gave a brief overview of the results of the audit of the Fiscal Year 2025 financials. He explained that the audit found that there had been several entry errors where items had been mis-categorized in Expenditures, Capital Assets and Cash. He also noted that there were some outstanding checks in the Cash account. The report noted that the Restricted Reserves on the Balance sheet are reported under the amount required as per the bond covenants. Mr. Hayes went on to explain that the District has ample funds in the bank to cover the reserves required. A journal entry to correctly reflect the existence of the required reserves would be appropriate. General Manager Oborn is working on making the necessary journal entries to correct the accounts. President Essmann asked Mr. Hayes if Strom & Associates would be available to conduct the FY 2026 audit. Mr. Hayes confirmed that it will be scheduled.

Manager's Report:

During General Manager Oborn's Manager's Report, he explained that he was in the process of making journal entries to make the corrections of mistakes recommended by the FY 2025 Audit report. He will include two sets of financial reports to reflect the adjustments for prior year and show those changes. He reported the contract was entered so that 170 of the 833 fire hydrants will be tested by Peak Water Services. They will coordinate with Morrison-Maierle in collecting pressure reading on the hydrants. This information will be used in Hydraulic Modeling.

Leak Detection Report:

General Manager Oborn and Assistant Manager Simpson prepared a plan to manage a program to detect leaks in the District water lines. Rocky Mountain Leak Detection has been hired to survey areas of the District on a monthly basis. Board members raised concerns about the timeline for repairing leaks only requiring completion within two months. Director Ellis made a motion that the time frame be reduced to two weeks. Director Ewalt seconded the motion. Director Graves suggested that photos be taken before and after the repairs. The motion passed 5 to 1. Director Kary voted no, voicing his concern that the motion implied that it was a policy change rather than a recommendation.

Banking RFQ Update:

The Banking RFQ report updated the Board of the replies received and suggestions on how to proceed. Director Ewalt made the motion to adopt the option to appoint two Directors to review the quotes and interview the banks and bring back their recommendations. Director Erpenbach seconded the motion. The motion passed 6-0. Director Ellis, Director Erpenbach and General Manager Oborn will serve on the committee.

Hydraulic Modeling Study Update:

Morrison-Maierle submitted a report on the progress. The hydraulic model is being developed. They are working on projections of maximum day and peak hour demand. Population estimates will be included in the projections. President Essmann asked that any comments on the report be sent to him rather than to General Manager Oborn due to the GM's current heavy workload.

Administrative Staffing:

The report included an overview of options to reorganize the administrative office duties. There are two vacancies at the present time, and the office is being staffed by a temporary employee. All the proposals presented include the minimum of one person in the office. The GM presented four options for administrative staffing. The options include outsourcing certain administrative duties. The current administrative budget is for a General Manager and two employees. President Essmann reminded the Board that when considering the options that the cost is not just salaries, it includes benefits. Discussion favored option three which involved hiring one office employee and outsourcing payroll, billing, and bank reconciliation services.

Consent Agenda: Monthly Financial Reports- June and July

Director Ewalt made a motion to separate items C and D (Expenditures and Payment of Bills). Director Graves second the motion passed and it passed unanimously. Director Ewalt then made the motion to approve the remaining consent agenda items. Director Erpenbach seconded the motion and the motion passed unanimously.

Director Ellis asked for clarification on duplicate checks on the Check Register. General Manager Oborn said he has to create a spreadsheet to prepare the report manually. The challenge is that the data comes from separate reports and occasionally duplicates of the same checks appear. He assures her that the checks are not duplications, the checks were missed when he was proofreading the report he made. Director Ewalt asked the Board members give the General Manager some leeway as he is still working on his system to improve the reporting. Director Kary made the motion to approve Item C (Expenditures). Director Kary moved to accept the Check Register, Item D. Director Graves seconded the motion and the motion passed unanimously.

Old Business

Resolution to Accept FY 2025 Audit Report:

Director Ewalt made the motion to accept the FY 2025 Audit report. Director Erpenbach seconded the motion. The motion passed unanimously.

Meter Committee Report:

Director Ewalt reported that four companies presented options for replacement water meters. The companies were Kamstrup, Badger, Neptune and Sensus. Director Ewalt told the group that he had contacted two other utility boards to get feedback on the meters that they are using. Seeley Lake reported a significant reduction of non-revenue water since it upgraded its meters. The modern meters offer benefits to the customer in leak detection, customers being able to see their bills, etc. Director Ewalt suggested sending a Request for Proposal (RFP) to the four vender and the committee review the proposals to narrow down the options to two. There was a discussion on how fast the replacement meters should be installed. Director Ewalt suggested spreading the expenditure over several years. President Essmann suggested that the replacement should be done sooner and get the benefit of the newer meters in the reduction of non-revenue water and the ability to offer the consumer additional benefits. He suggested dividing the District into zones for the purpose of planning installations. Director Ewalt recommended that the District stop replacing its current meters and just replace batteries until a long-term plan is in place.

Consolidation Committee Report:

The committee had nothing to report at this time.

New Business

Annexation of 1513 Rawhide Strip:

Director Kary made the motion to approve the Annexation of 1513 Rawhide Strip. Director Graves seconded the motion. General Manager Oborn told the group that the property is contiguous to the District. Director Ellis objected to the annexation since the application didn't include the fees that would be collected. The motion passed 5-1, with Director Ellis voting no.

FCS Change Order, Rate Study Phase 1:

Director Kary made a motion to approve the change order from FCS. The change order approves the additional expense for having in-person presentation of the Rate Study. President Essmann seconded the motion and the motion passed unanimously.

FCS Agreement on Rate Study Phase 2:

Director Graves made the motion to approve the FCS Agreement on Rate Study Phase 2. The motion was seconded by Director Graves. President Essmann told the Directors, that the MCA section quoted in the agreement and resolution were incorrect and will need to be corrected. The motion was amended to have the MCA references corrected. The motion passed unanimously.

DNRC RRG Grant Authorization:

Director Ewalt made the motion to approve the DNRC RRG Grant Authorization. Director Erpenbach seconded the motion. The motion passed unanimously.

Authorization for employment of Utility Clerk:

Director Graves Made the motion to authorize the General Manager to hire a Utility Clerk. The motion was seconded by Director Kary. Director Ewalt asked if the position would need to be advertised to follow being an Equal Opportunity Employer. President Essmann pointed out that the District is in an emergency and to serve the customers of the District, the position needs to be filled as soon as possible. Director Kary stated that the Equal Opportunity issue would have been covered in the process of using an employment service that supplied to candidate for the position. During the process of finding a temporary employee, General Manager Oborn interviewed other applicants.

Director Ellis expressed concern that the benefits being offered be more in line with the market before hiring. She would like a special meeting to get the matter cleared up. Essmann agreed that there is an opportunity to work on it but expressed the need to get a person hired at this time. Kary asked if there were any benefits being offered by the temp agency. The motion passed unanimously.

General Manager Oborn asked for direction on going forward with Option 3 as outlined in the Managers report, specifically about outsourcing payroll to a bookkeeping firm and water bills to Black Mountain. There was a discussion on other ways to process the billing of customers. President Essmann made the

motion authorizing the General Manager to negotiate to a billing program and a payroll provider. Director Graves seconded the motion. Director Kary asked how the office would be covered when the Utility Clerk was on vacation, etc. President Essmann told the group that other similar utilities manage by hiring temp to cover vacations. The motion passed unanimously.

Items for consideration for future meetings:

- Benefit review
- Hydrant Testing Project
- Annexation Procedures

Announcements:

Next Board Meeting: September 16, 2026, 6 pm

Meeting was adjourned at 8:05 pm.

Executive Session:

President Essmann announced that the Board was going into an Executive Session. He explained that the Executive Session would be closed to the public because the chair has determined that the individual privacy rights of District employees, including information and reports about workplace conduct, and such rights outweigh the merits of public disclosure. The closed session will be fact gathering only and all deliberations and decisions made based on the facts will be done in open session.

Carolyn B Bakker

Carolyn Bakker, Board Secretary

COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

Special Meeting Minutes

Friday, August 28, 2026, 11 am

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

The meeting opened with the Pledge of Allegiance and was called to order by President Essmann. The Secretary called the roll. Directors Ellis, Ewalt, Erpenbach, Graves, Kary and President Essmann were in attendance. A quorum was established. Also, in attendance were Board Secretary Bakker and via Zoom, General Manager Oborn, Andrew Ellerhorst and Theresa VanBuren representatives from Black Mountain Software. President Essmann dispensed with the instructions about the conduct of the meeting since no members of the public were in attendance.

Approval of Agenda

Director Kary made the motion to approve the agenda. Director Graves seconded the motion. The motion passed unanimously.

New Business

Proposal for Utility Billing Services

General Manager Oborn gave a brief overview of the proposal from Black Mountain Software to provide Utility Billing Services to the District. The Utility Billing Services offered by Black Mountain would facilitate the processing and delivery of utility bills to the customers of the District. This service would outsource a process that is currently being handled in-house. The first year of the contract would be a discounted amount and would renew automatically unless notice was given 30 days prior to the renewal.

Andrew Ellerhorst explained how the billing process would work. The meter readings would be sent to Black Mountain, and the customer bills would be calculated. The billing data will be sent back to the District for review and approval prior Black Mountain, sending the bills to the customers via email or mail.

Currently, the utility bills that are mailed are in postcard form. Mr. Ellerhorst recommended switching to envelopes. Envelopes would provide better protection of the customer's private information. Using envelopes would also be convenient for inserting additional pages of information for the customers. Director Ewalt asked what the difference in the in cost between postcards and envelope mailing. Andrew told the group that the cost is about 40% more for shipping. Director Ellis asked if electronic bills would still be sent out and Mr. Ellerhorst confirmed that they would be.

Director Ewalt asked what the procedure would be for billing the approximately 200 meters that are not being read due to various issues with meters. GM Oborn said that the data is uploaded from the Badger meters, and the dead meters usage is estimated. District will verify data before being sent to Black Mountain.

The cost per bill is $1.00 which includes the envelope and postage and there is no charge for electronic mailing. President Essmann asks if customers that use ACH Payments would still be able to use that feature. Director Ewalt asked what the cost is of adding pages to a mailing. He was told that the cost $0.25 per page per envelope.

Director Ewalt asked if the system would accommodate changing billing cycles from monthly for all customers to billing by zones? Thersa VanBuren confirmed that the system will handle it.

Director Ewalt made the motion to approve the Task Order to contract Black Mountain Software to provide Utility Billing Services to distribute utility bills via print and electronically and facilitate customer online payments. Director Erpenbach seconded the motion. The motion was approved unanimously.

Proposal for General Ledger Bank Reconciliation Service

GM Oborn presented an explanation of the proposal for contracting Black Mountain for Back-Office Services. With this service, Black Mountain would provide reconciliation of bank accounts, and financial reports. Utilizing this service will help prevent the repeating of the same issues that were identified during the FY 25 audit.

Andrew told the group that the service will not only reconcile the bank statements and other accounts on the Balance Sheet. GM Oborn stated that this would help with the preparation of the monthly financial statement. President Essmann asked if they would go back to the July statement to get the books caught up. Andrew confirmed that.

Director Ewalt asked if the financials would be caught up for the September meeting? Andrew confirmed that they would be. President Essmann asked what a reasonable time frame for the delivery of the reconciled statements would be. Andrew told the group that 2-3 weeks should be reasonable. Once they get started, timing will be established.

Director Graves made the motion to contract with Black Mountain to provide Back Office Services. Director Ellis seconded the motion. The motion was approved unanimously, 5-0. Director Erpenbach did not vote as he had to leave early.

Items for consideration for future meetings:

- **Reserve policy**
- **Meter Repairs:** President Essmann asked for a list of the non-reporting meters so we can determine if things are being fixed. He asked GM Oborn for the meter status for the last 12 months so that information is available for use in the future meter change plans.
- **Fire Hydrant Testing**
- **Time Sheets for employees**
- **Bank RFQ:** Director Ewalt asked GM Oborn what the next step was to start the Bank RFQ process? GM Oborn replied that the RFQ should be posted in the Yellowstone County News.

Announcements:

Next Board Meeting: September 16, 2026, 6 pm

The meeting was adjourned at noon.

Carolyn B Bakker

Carolyn B. Bakker, Board Secretary

B.O.C.C. Regular 1. b.
Meeting Date: 10/06/2026
Title: Public Comment
Submitted By: Teri Reitz, Board Clerk

TOPIC:
Public Comment - Election Office Location Change

BACKGROUND:
N/A

RECOMMENDED ACTION:
Place to file.

Attachments
Public Comment Election

Teri Reitz

From: Mark Morse
Sent: Monday, September 28, 2026 10:18 AM
To: BOCC; Steve Williams
Subject: FW: Need for Notifications on Change of Site

Public comment.

-----Original Message-----
From: Elections <elections@yellowstonecountymt.gov>
Sent: Monday, September 28, 2026 9:28 AM
To: Dayna Causby <dcausby@yellowstonecountymt.gov>; Mark Morse <mmorse@yellowstonecountymt.gov>; Mike Waters <mwaters@yellowstonecountymt.gov>; Chris White <cwhite@yellowstonecountymt.gov>
Subject: FW: Need for Notifications on Change of Site

FYI

-----Original Message-----
From: Wendy O'Leary <wendy.oleary@gmail.com>
Sent: Monday, September 28, 2026 9:18 AM
To: Elections <elections@yellowstonecountymt.gov>
Subject: Need for Notifications on Change of Site

I live in Billings and as an active citizen, I know that the Elections Office is no longer in the courthouse. My concern is that many people here are NOT aware that they have to go to the Metra instead of the courthouse. Online there are still references to the courthouse (see google's first hit when searching for election office in Yellowstone County). The official MT government site does not display this fact - one has to look under All Departments; it is not noted on the Elections page.
I feel it is up to the county or state government to provide funding and direct staff to make necessary changes in online sites and to post this change several times in the local newspaper. Many people will want to bring their ballots in in person this year because of all the confusion in the news. Radios could do PSA's on it. People need to know where to vote and after Oct 5, where to register. It is imperative that voting rights are respected. That includes informing citizens about this site change.
Thank you!

Sincerely,
Wendy O'Leary
1147 18th St W Apt 1
Billings 59102
(307) 399-4486

Sent from my iPhone

B.O.C.C. Regular

1. c.

Meeting Date: 10/06/2026

Title: Public Comment Data Centers

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Public Comment - Data Centers

BACKGROUND:

N/A

RECOMMENDED ACTION:

Place file.

Attachments

Public Comment - Data Center

Teri Reitz

From: Mark Morse
Sent: Wednesday, September 23, 2026 3:05 PM
To: BOCC; Steve Williams
Subject: FW: Broadview

Public comment.

From: Bill Walker <bluecreek12@gmail.com>
Sent: Wednesday, September 23, 2026 11:03 AM
To: commission <Commissioners@yellowstonecountymt.gov>
Subject: Broadview

Commissioners

You have repeatedly stated that you cannot legally put restrictions on the data center. And yet a former legislator says that is not so, and one or more other counties have done exactly that. Even heads of AI companies are calling for restrictions.

At a public meeting, you said you couldn't act because there was no plan. But you had to be aware that is the plan. The corporate shell Quantica will not give one. The next corporate shell they hand it off to might, but not until it is built. At that point there is no way you would act.

The center Quantica would build would absolutely cause massive damage to neighbors through water consumption and pollution, and noise. It would absolutely cause massive greenhouse gas emissions, and probably cause a huge increase in electricity supply costs for all of us. If for some reason it would go bankrupt, the cost to Montana rate payers for the supply infrastructure would be crushing. And any profits that were made would be siphoned off to another corporate shell.

A recent opinion piece cited a former employee of an AI development company who quit because of what they were doing—because they were developing AI that could hack anything. Whether or not that happens, for all of us, AI development means our privacy will be gone, and our rights demolished. If that does happen, our finances could be stolen and many or most of us may not survive.

Clearly, the time to act to prevent catastrophe is NOW. Frankly, your refusal defies both belief, and any semblance of responsibility to the people of Yellowstone County, Montana, and this country.

Sincerely

Bill Walker

Teri Reitz

From: Mark Morse
Sent: Wednesday, September 23, 2026 4:54 PM
To: BOCC; Steve Williams
Subject: FW: SB212

Public comment.

From: Sun Mountain Farms <sunmountainfarms@gmail.com>
Sent: Wednesday, September 23, 2026 3:31 PM
To: commission <Commissioners@yellowstonecountymt.gov>
Subject: SB212

Quantica and Yellowstone County Commissioners have said, "there's no customer " to occupy their AI data center. Why is SB212 "right to compute act" even a factor? We the people are asking the YCC to use their general powers to enact MCA 76-2-206 to pause the project, conduct necessary studies, and write regulations. Zoning is a general power the YCC has been granted by the state. The YCC could enact MCA 76-2-206 on their own.

Yes, SB 212 may ultimately apply to a functioning data center, but it does not plainly strip counties of their traditional authority to regulate land use and the physical effects of industrial infrastructure. Quantica is currently a land and infrastructure developer, not the operator exercising a right to compute. More importantly, SB 212 itself expressly permits government action necessary to prevent or abate nuisances caused by physical data-center infrastructure. A temporary study period is regulation of land development impacts, not a prohibition on computation.

The county attorney is applying the act prematurely and too broadly, ignoring the act's explicit nuisance provision.

I have an email dated February 24th, 2026 from the commissioners attorney Steve Williams stating, "the Commission can enact Emergency Interim Zoning Ordinance MCA 76-2-206 ".

Yellowstone County Commissioners you've had ample time to do your job. Why haven't you?

~ Kassi Solberg

Teri Reitz

From: Mark Morse
Sent: Wednesday, September 23, 2026 7:25 PM
To: BOCC; Steve Williams
Subject: FW: Cass County Commissioners ban AI Hyperscales

Public comment.

From: Sun Mountain Farms <sunmountainfarms@gmail.com>
Sent: Wednesday, September 23, 2026 6:35 PM
To: commission <Commissioners@yellowstonecountymt.gov>
Subject: Cass County Commissioners ban AI Hyperscales

'We just don't want it:' Cass County bans hyperscale data centers

https://www.3newsnow.com/news/local-news/we-just-dont-want-it-cass-county-bans-hyperscale-data-centers

Cass County will not allow large-scale data centers to be built within its borders, commissioners announced Tuesday.

Teri Reitz

From: Mark Morse
Sent: Tuesday, September 22, 2026 8:40 AM
To: BOCC
Subject: FW: Health and Data Centers

Public comment.

-----Original Message-----
From: bounce@bounce.votervoice.net <bounce@bounce.votervoice.net> On Behalf Of Lorena Payne
Sent: Saturday, September 19, 2026 8:58 AM
To: Mark Morse <mmorse@yellowstonecountymt.gov>
Subject: Health and Data Centers

Dear Chair Morse,

Data centers hurt every living thing. Flora, fauna, humans will be cut short of water, power and open land that supports us. There are alternatives to feeding the top money mongers. No data centers in Montana!

According to Editor David, Bozeman Daily Chronicle, "Three major data center projects have formal agreements or letters of intent in Montana, while local utilities are in early talks with at least 11 additional developers."

The proposed Broadview Data Center near Billings has already requested power capacity that could exceed several times Northwestern Energy's current load. Without regulations or legally binding contracts, these facilities risk harming health and depleting essential natural resources vital to Montanans' daily lives.

This rise in emissions increases PM 2.5 levels, worsening Montana's air pollution. This can lead to higher rates of heart and lung diseases, exacerbate asthma, and reduce lung capacity among all residents. Children, with their still-developing lungs, are most vulnerable to the long-term effects of exposure. Noise and light pollution also threaten essential pollination and biodiversity, which are vital to our state's food system. These pollutants also disrupt sleep and impair children's learning. Drought.gov highlights ongoing drought challenges throughout Montana, while AI data centers use millions of gallons of drinking water daily. Ensuring access to sufficient drinking water is crucial. Montana prides itself on its agriculture, and we should not force our farmers and ranchers to sacrifice their livelihoods by supporting AI data centers that deplete water resources. Allowing this could cause Montana's economy to collapse.

Currently, the state lacks comprehensive regulations specifically targeting AI data centers. That is why I am reaching out. As you review data centers across Montana, I ask that you do all that you can to safeguard our health, protect our natural resources, and enforce proper regulations.

Sincerely,

Lorena Payne
2128 Spring Wheat Loop
East Helena, MT 59635
lp97390@gmail.com

Teri Reitz

From: Mark Morse
Sent: Tuesday, September 22, 2026 8:40 AM
To: BOCC
Subject: FW: Health and Data Centers

Public comment.

-----Original Message-----
From: bounce@bounce.votervoice.net <bounce@bounce.votervoice.net> On Behalf Of Lisa Milch
Sent: Saturday, September 19, 2026 9:43 AM
To: Mark Morse <mmorse@yellowstonecountymt.gov>
Subject: Health and Data Centers

Dear Chair Morse,

According to Editor David, Bozeman Daily Chronicle, "Three major data center projects have formal agreements or letters of intent in Montana, while local utilities are in early talks with at least 11 additional developers."

The proposed Broadview Data Center near Billings has already requested power capacity that could exceed several times Northwestern Energy's current load. Without regulations or legally binding contracts, these facilities risk harming health and depleting essential natural resources vital to Montanans' daily lives.

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Sincerely,

Lisa Milch
724 Beverly Ave
Missoula, MT 59801
lisajmilch2@gmail.com

Teri Reitz

From: Mark Morse
Sent: Tuesday, September 22, 2026 8:41 AM
To: BOCC
Subject: FW: Health and Data Centers

Public comment.

-----Original Message-----
From: bounce@bounce.votervoice.net <bounce@bounce.votervoice.net> On Behalf Of Sara Panczyk
Sent: Saturday, September 19, 2026 12:00 PM
To: Mark Morse <mmorse@yellowstonecountymt.gov>
Subject: Health and Data Centers

Dear Chair Morse,

As a resident of western Montana with a bachelor's degree in public health and a clinical doctorate in occupational therapy, I am deeply committed to the well-being of our citizens. In my practice working closely with our adult and geriatric communities, I witness firsthand how environmental factors directly impact health, and I work daily to protect and improve the quality of life for our most vulnerable populations. While the data centers currently being discussed may be planned for other regions of our state, I have made a personal vow to protect all Montanans, and it is from this perspective of advanced healthcare training and community advocacy that I write to you today.

According to Editor David, Bozeman Daily Chronicle, "Three major data center projects have formal agreements or letters of intent in Montana, while local utilities are in early talks with at least 11 additional developers."

The proposed Broadview Data Center near Billings has already requested power capacity that could exceed several times Northwestern Energy's current load. Without regulations or legally binding contracts, these facilities risk harming health and depleting essential natural resources vital to Montanans' daily lives.

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Currently, the state lacks comprehensive regulations specifically targeting AI data centers. That is why I am reaching out. As you review data centers across Montana, I ask that you do all that you can to safeguard our health, protect our natural resources, and enforce proper regulations.

Sincerely,

Sara Panczyk
6170 Delarka Dr
Lolo, MT 59847
spanczyk@gmail.com

Teri Reitz

From: Mark Morse
Sent: Tuesday, September 22, 2026 8:41 AM
To: BOCC
Subject: FW: Health and Data Centers

Public comment.

-----Original Message-----
From: bounce@bounce.votervoice.net <bounce@bounce.votervoice.net> On Behalf Of Katie Distin
Sent: Saturday, September 19, 2026 12:12 PM
To: Mark Morse <mmorse@yellowstonecountymt.gov>
Subject: Health and Data Centers

Dear Chair Morse,

According to Editor David, Bozeman Daily Chronicle, "Three major data center projects have formal agreements or letters of intent in Montana, while local utilities are in early talks with at least 11 additional developers."

The proposed Broadview Data Center near Billings has already requested power capacity that could exceed several times Northwestern Energy's current load. Without regulations or legally binding contracts, these facilities risk harming health and depleting essential natural resources vital to Montanans' daily lives.

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Currently, the state lacks comprehensive regulations specifically targeting AI data centers. That is why I am reaching out. As you review data centers across Montana, I ask that you do all that you can to safeguard our health, protect our natural resources, and enforce proper regulations.

Sincerely,

Katie Distin
908 S Black Ave
Bozeman, MT 59715
katiedistin@gmail.com

Teri Reitz

From: Mark Morse
Sent: Tuesday, September 22, 2026 8:42 AM
To: BOCC
Subject: FW: Data centers.

Public comment.

From: wally Lindquist <wally0414@gmail.com>
Sent: Saturday, September 19, 2026 6:24 PM
To: commission <Commissioners@yellowstonecountymt.gov>
Subject: Data centers.

Please allow the citizens of Yellowstone County a voice in the construction of data centers.
Thank you.
Wally Lindquist
4312 Mitchell Ave Billing

Teri Reitz

From: Mark Morse
Sent: Tuesday, September 22, 2026 8:42 AM
To: BOCC
Subject: FW: Follow the lead of the Missoula County Commissioners

Public comment.

From: Greg Cook <grcook@bresnan.net>
Sent: Sunday, September 20, 2026 11:20 AM
To: commission <Commissioners@yellowstonecountymt.gov>
Subject: Follow the lead of the Missoula County Commissioners

On July 9, 2026, the Missoula County Commissioners adopted a countywide one-year interim zoning moratorium on new or expanding data centers outside city limits, effective through July 8, 2027. Why can't Yellowstone County Commissioners do this, also? Is it because you just don't want to? This is what your voters want!!! 71% of voters are against the data center near Broadview and you are shoving it down our throats! You are elected to represent the people of Yellowstone county, not do your own thing!!! If you don't work for me, my vote for your reelection is not guaranteed. My opinion is in the majority! People in Yellowstone County have long memories, when they go to the polls to vote. Listen to the voters!

Teri Reitz

From: Mark Morse
Sent: Tuesday, September 22, 2026 8:42 AM
To: BOCC
Subject: FW: Data center question: AI risks and solutions

Public comment.

From: tom lesoverhead.com <tom@lesoverhead.com>
Sent: Sunday, September 20, 2026 11:46 AM
To: commission <Commissioners@yellowstonecountymt.gov>
Subject: Data center question: AI risks and solutions

9/20/2026

Dear Yellowstone County commissioners -

I am a professional writer who recently conducted an interview with ChatGPT, a digital agent of OpenAI. We discussed AI risks, scenarios, unknowns, and solutions.

One important point ChatGPT made is this: "When you have two companies or nations competing against one another, they build on each other. One develops an extremely powerful intelligent AI. The other feels compelled to equal, or surpass it, simply to avoid falling behind. Eventually, humans could become subordinate to the competition. As in: "We can't slow down because our competitors won't."

In the interview, I asked a question about AI's threat to humanity — today and tomorrow. The answer was enlightening and insightful (see below). If you would like to see the full 13-page interview ("A Conversation with AI, or The Modern Prometheus"), let me know. Please help stop the data center looming disaster that will someday harm humans everywhere.

Tom Vandel
tom@lesoverhead.com

Q: Let's cut right to it, are humans in mortal danger from AI?

ChatGPT: The honest answer is yes, potentially. AI has serious risks, but not all risks are equally likely, equally immediate, or equally dangerous.

Already happening: Misinformation, deepfakes, fraud, privacy violations, biased decisions, workplace surveillance, job disruption.

More worrying: Increasingly autonomous AI could amplify cyberattacks, weapons development, or other malicious activity.

The unknown: Sufficiently capable AI could become difficult for humans to control. There is growing evidence of concerning behaviors, but catastrophic outcomes are not an inevitability.

The human factor: Competition and greed can create incentives to deploy systems before their risks are adequately understood.

What's concerning to researchers is when an autonomous system pursues a goal in a way that conflicts with human survival, even without wanting to get rid of humans.

Teri Reitz

From: Mark Morse
Sent: Tuesday, September 22, 2026 8:43 AM
To: BOCC
Subject: FW: Data centers.

Public comment.

From: Karen Stears <karen.e.p.stears@gmail.com>
Sent: Monday, September 21, 2026 3:53 AM
To: commission <Commissioners@yellowstonecountymt.gov>
Subject: Data centers.

Dear Yellowstone County Commissioners, I am writing to strongly encourage you to put a temporary freeze on data center development in our beloved Yellowstone County. Missoula county just successfully imposed an interim zoning restriction. This is an option also.
We need to slow down this massive project proposed in Broadview. We need real meaningful information on power generation, water use, air pollution, climate warming affects, noise pollution. Who and what type of business will be occupying this facility? Do they have real customers yet?
Put the brakes on this project until we have more answers. You are our only protection from these potential significant harms and expenses.

Karen Stears
311 Parkhill Dr
Billings, MT
Karen.e.p.stears@gmail.com

Teri Reitz

From: Mark Morse
Sent: Tuesday, September 22, 2026 8:43 AM
To: BOCC
Subject: FW: Data Center

Public comment.

From: Bob B <patty-bob@msn.com>
Sent: Monday, September 21, 2026 7:58 AM
To: commission <Commissioners@yellowstonecountymt.gov>
Subject: Data Center

Respectfully, just what benefit to Montanans do you see for building a massive data center near Broadview? I see very few permanent jobs, massive consumption of electricity, grid disruption and an AI bubble with rate payers left holding the bag. Let's let other states take this huge gamble. Montana doesn't need it.

Bob Balhiser
Helena

Teri Reitz

From: Mark Morse
Sent: Tuesday, September 22, 2026 9:45 AM
To: BOCC
Subject: FW: The data center backlash is reshaping American politics : NPR

Public comment.

From: Sun Mountain Farms <sunmountainfarms@gmail.com>
Sent: Tuesday, September 22, 2026 8:56 AM
To: commission <Commissioners@yellowstonecountymt.gov>
Subject: The data center backlash is reshaping American politics : NPR

The data center backlash is reshaping American politics : NPR
https://share.google/DNCg4uXHTFB541kyh

Teri Reitz

From: Mark Morse
Sent: Monday, September 28, 2026 10:12 AM
To: BOCC; Steve Williams
Subject: FW: Health and Data Centers

Public comment.

-----Original Message-----
From: bounce@bounce.votervoice.net <bounce@bounce.votervoice.net> On Behalf Of marian kummer, M.D.
Sent: Sunday, September 27, 2026 3:48 PM
To: Mark Morse <mmorse@yellowstonecountymt.gov>
Subject: Health and Data Centers

Dear Chair Morse,

According to Editor David, Bozeman Daily Chronicle, "Three major data center projects have formal agreements or letters of intent in Montana, while local utilities are in early talks with at least 11 additional developers."

The proposed Broadview Data Center near Billings has already requested power capacity that could exceed several times Northwestern Energy's current load. Without regulations or legally binding contracts, these facilities risk harming health and depleting essential natural resources vital to Montanans' daily lives.

This rise in emissions increases PM 2.5 levels, worsening Montana's air pollution. This can lead to higher rates of heart and lung diseases, exacerbate asthma, and reduce lung capacity among all residents. Children, with their still-developing lungs, are most vulnerable to the long-term effects of exposure. Noise and light pollution also threaten essential pollination and biodiversity, which are vital to our state's food system. These pollutants also disrupt sleep and impair children's learning. Drought.gov highlights ongoing drought challenges throughout Montana, while AI data centers use millions of gallons of drinking water daily. Ensuring access to sufficient drinking water is crucial. Montana prides itself on its agriculture, and we should not force our farmers and ranchers to sacrifice their livelihoods by supporting AI data centers that deplete water resources. Allowing this could cause Montana's economy to collapse.

Currently, the state lacks comprehensive regulations specifically targeting AI data centers. That is why I am reaching out. As you review data centers across Montana, I ask that you do all that you can to safeguard our health, protect our natural resources, and enforce proper regulations.

Sincerely,

marian kummer
PO Box 160988
Big Sky, MT 59716
mekummer@gmail.com

Teri Reitz

From: Mark Morse
Sent: Wednesday, September 23, 2026 4:42 PM
To: BOCC; Steve Williams
Subject: FW: Follow-up to todays message to you.

Public comment.

From: Bill Walker <bluecreek12@gmail.com>
Sent: Wednesday, September 23, 2026 11:14 AM
To: commission <Commissioners@yellowstonecountymt.gov>
Subject: Followup to todays message to you.

What I should have included is my wish for you to act with great compassion.

And while I strongly urge you to protect people, it requires hard decisions. I wish the compassion to go both ways.
Bill Walker

B.O.C.C. Regular
Meeting Date: 10/06/2026
Title: Contract with Wharton Asphalt LLC.
Submitted For: Monica Plecker, Public Works Director
Submitted By: Trasee Field, Senior Secretary

TOPIC:
Contract with Wharton Asphalt LLC.

BACKGROUND:
Contract with Wharton Asphalt LLC., to provide paving crew and equipment to perform bridge apron paving operations at three bridges in the northeast corner of Yellowstone County.

RECOMMENDED ACTION:
File

Attachments
Contract
Certificate of Insurance

YELLOWSTONE COUNTY
INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and Wharton Asphalt LLC., herein referred to as "CONTRACTOR", whose address is 3962 Pa Hollo Trail, Billings, MT, 59106.

THE PARTIES AGREE AS FOLLOWS:

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

Contractor will provide paving crew and equipment to perform bridge apron paving operations at three bridges in northeast corner of Yellowstone County. The bridge's include #58-04, #66-04, and #79-01. Two of the bridges are on Castle Butte Rd, and one (#79-01) is on Pineview Rd. Contractor shall pave one, three-inch lift of asphalt. Yellowstone County will provide asphalt and trucking and will prepare the surface for pavement. The work is expected to be completed in the week of September 14. The County and Contractor shall coordinate the week prior.

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

3. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR shall commence work by September 14, 2026, and shall complete the described work by September 18, 2026.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of $19,800.00. CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's proposal dated 7/22/2026 (#11378)
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. Exhibit A (Solicitation)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Contract will be effective August 26, 2026.

COUNTY:
Yellowstone County
Billings, MT 59101

Jay D. Anderson, PE
Deputy Public Works Director

CONTRACTOR
Wharton Asphalt, LLC.
Billings, MT 59106

Ed Wharton
Owner

Jay Anderson

From: Jay Anderson
Sent: Wednesday, August 12, 2026 10:49 AM
Cc: Monica Plecker; Andy Dean
Subject: RE: Paving on Pineview Rd
Attachments: Bridge 58-04.kmz; Bridge 66-04.kmz; Bridge 79-01.kmz

All –

Please use the attached KMZs (Google Earth) for precise locations of the three bridges. I provided bad information previously. Two bridges are on Castle Butte Rd, one is on Pineview Rd.

County crews will begin preparing the three bridges second week of September, plan to pave third week of September.

Expect little traffic but plan to pave in a manner to keep one lane open across each bridge. County will set up traffic control. We can work together to determine truck delivery for your paving operations.

Let me know if you have any questions. Please have quotes back to me no later than next Wednesday, August 19, 3:00 PM.

Thanks,

Jay D. Anderson, PE
Deputy Public Works Director
Yellowstone County
(406) 254-7926

From: Jay Anderson
Sent: Friday, July 17, 2026 3:54 PM
Cc: Monica Plecker <mplecker@yellowstonecountymt.gov>; Andy Dean <addean@yellowstonecountymt.gov>
Subject: RE: Paving on Pineview Rd

All –

Prevailaing wages if over 25k.

3 bridges, all within a mile or so of each other out on Pineview Rd, approximately here:
https://maps.app.goo.gl/om6TNg5NLxc649my6

September timeframe

No bond required

Jay D. Anderson, PE

Deputy Public Works Director
Yellowstone County
(406) 254-7926

From: Jay Anderson
Sent: Friday, July 17, 2026 3:16 PM
Cc: Monica Plecker <mplecker@yellowstonecountymt.gov>; Andy Dean <addean@yellowstonecountymt.gov>
Subject: Paving on Pineview Rd

All –

I said I would send figures – I lied.

Envision a 30-ft wide wood bridge. We are having troubles with the wood surface becoming beat up by gravels. We intend to pave a 3-inch thick asphalt matt out from each bridge end approximately 100-ft. County to do trucking and prep work.

Likely, the pave would extend the full width of bridge and neck down to a 24-ft road section. Prefer to taper the pave from 24-ft to 30-ft over the 100-ft length. County would prepare road ahead of paving.

My math:

6x100x24x.25+6x100x3x.25 = 4,050 cf x 145lb/cf x 1tn/2000lb = 300 ton asphalt / 6 = 50 ton per side

Trucks loaded at 18 ton? 3 trucks per side, operate with 6 trucks no problem. 3 hour round trip. Not sure how long to pave and transition, maybe a bridge a day? Mon-Thurs? September timeframe works.

If interested, please provide a quote for using your paving crew, tools, and machine to complete the above.

If more information is necessary, please let me know. I'm out next week but will respond to emails if I can.

Jay D. Anderson, PE
Deputy Public Works Director
Yellowstone County
2825 3rd Avenue North, Room 600
Billings, MT 59101
(406) 254-7926

**** Please note that Yellowstone County Public Works is now located on the 6th floor of the Ostlund Building at 2825 3rd Avenue North.**

Contract

Date	Estimate #
7/22/2026	11378

Name / Address
Yellowstone County

Project
Pineview Rd

Item	Description	Qty	Unit	Total
Re	Pineview Rd			
Mobilization	Mobilization of equipment and employees. (Each additional @ $1,000.00)	3	600.00	1,800.00
Pave	Supply crew and equipment	3	6000	18,000.00
Price includes	*Liability, Workman's Comp, Insurance, & GRT *Pave crew and equipment *All other requirements is an additional charge unless otherwise stated. Price does not include: Traffic control Quality control(testing) Water source(general to supply)(must have water truck on site for roller) Asphalt or trucking of asphalt. We figure 2 days to complete			

Any questions call Ed (406) 861-4730

Total $19,800.00

Quote is good for 15 days. All material and workmanship carries a 1 year warranty. Work must fit into current working schedule. No guarantee on water drainage on a less than a 2% grade. No guarantee against the growth of vegetation. Not responsible for damage to concrete caused from equipment. Customer agrees to pay all legal fees in the event that it becomes necessary from default of payment of this contract. Customer agrees to pay upon completion of job unless otherwise specified. A $20.00 late fee will be charged every month account is past due. The above prices, specifications and conditions are satisfactory and are herby accepted. You are authorized to do work as specified.

Signature _____ Date _____...

3962 Pa Hollow Trail Billings Mt 59106 P: 406-254-9571 F: 406-254-9572
WhartonAsphalt@netzero.net WhartonAsphalt.com

WHARASP-01 JTOOMBS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/21/2026

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

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

PRODUCER	CONTACT NAME: Jamie Toombs	
Billings Office Marsh McLennan Agency LLC P.O. Box 30638 Billings, MT 59107-0638	PHONE (A/C, No, Ext): (406) 238-1972	FAX (A/C, No):
	E-MAIL ADDRESS: Jamie.Toombs@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nationwide Property and Casualty Insurance Company	37877
INSURED Wharton Asphalt LLC 3962 Pa Hollow Trail Billings, MT 59106	INSURER B : Nationwide Mutual Insurance Company	23787
	INSURER C : Nationwide Mutual Insurance Company	23787
	INSURER D : Montana State Fund	15819
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	ACPCG013170365702	2/15/2026	2/15/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG JOBSITE POLLUTI	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 100,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	ACPBA013170365702	2/15/2026	2/15/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			ACPCU013170365702	2/15/2026	2/15/2027	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		033205097	5/1/2026	5/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

***The following officers/executives/members are exluded from the Workers Compensation policy: Lena Wharton**

See attached.

CERTIFICATE HOLDER

Yellowstone County
2825 3rd Ave North, Room 600
Billings, MT 59101

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jamie Lynn Toombs

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MarshMcLennan Agency

Your future is limitless.℠

Certificate Disclaimer

Due to the evolving changes and updates in state legislation across the country, Marsh McLennan Agency Northwest will no longer be adding additional verbiage to the Description of Operations on a Certificate of Insurance. We will not add Additional Insured, Primary & Non-contributory or Waiver of Subrogation language. The only exception will be project or name(s), project number(s), project locations.

Instead, please see the attached endorsement copies that outline existing policy coverages. Coverage is determined by the policy, its terms and individual endorsements, and as established by the contract between the Named Insured and the Additional Insured.

Thank you,

Marsh McLennan Agency Northwest

This document is not intended to be taken as advice regarding any individual situation and should not be relied upon as such. Marsh & McLennan Agency LLC shall have no obligation to update this publication and shall have no liability to you or any other party arising out of this publication or any matter contained herein. Any statements concerning actuarial, tax, accounting or legal matters are based solely on our experience as consultants and are not to be relied upon as actuarial, accounting, tax or legal advice, for which you should consult your own professional advisors. Any modeling analytics or projections are subject to inherent uncertainty and the analysis could be materially affected if any underlying assumptions, conditions, information or factors are inaccurate or incomplete or should change. d/b/a in California as Marsh & McLennan Insurance Agency LLC; CA Insurance Lic: 0H18131. Copyright © 2024 Marsh & McLennan Agency LLC. All rights reserved. MarshMMA.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSTRUCTIONGARD℠ GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is a summary of the additional coverages provided by this endorsement. For complete details on a specific coverage, consult the endorsement contract language.

1.	**Additional Insureds** Various additional insured extensions
2.	**Aggregate Limit Per Project**
3.	**Blanket Waiver of Subrogation** If required by written contract, insurer waives right of subrogation
4.	**Broad Form Named Insured**
5.	**Broadened Definition of BI** Definition includes mental anguish
6.	**Broadened Liability Coverage for Damage to "Your Product" and "Your Work"**
7.	**Contractual Liability – Railroads** Expanded definition of "insured contract"
8.	**Contractual Liability for Personal and Advertising Injury**
9.	**Damage to Premises Rented to You** Extends perils Limit: $1,000,000
10.	**Electronic Data Liability** Limit: $100,000
11.	**Expected and Intended Injury**
12.	**Incidental Medical Malpractice**
13.	**Knowledge of Occurrence**
14.	**Liberalization**
15.	**Lost Key Coverage** Occurrence Limit: $10,000
16.	**Newly Formed and Acquired Organizations** 180 days
17.	**Non-owned Aircraft**
18.	**Non-owned Watercraft** Included for watercraft up to 51 ft
19.	**Supplementary Payments** Increased bail bonds limit to $5,000 Increased daily loss of earnings limit to $1,000 per day
20.	**Unintentional failure to Disclose Hazard**
21.	**Non-duplication of Benefits**

1. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

SECTION II – WHO IS AN INSURED is amended to include:

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1. Any person(s) or organization(s) whom you are required to add as an additional insured on this policy under a written contract or written agreement, provided the written contract or written agreement:

(1) Is currently in effect or becomes effective during the term or this policy; and

(2) Was executed prior to the "bodily injury," "property damage" or "personal and advertising injury" for which the additional insured seeks coverage.

The person or organization added as an additional insured by this endorsement is an additional insured only with respect to liability for:

1. "Bodily injury" or "property damage" or

2. "Personal and advertising injury";

due to:

a. Controlling Interest – with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises – with respect to the co-owner's liability as a co-owner of such premises.

c. Grantor of Franchise or License

Any person or organization that has granted you a franchise or license by written contract or agreement is an additional insured, but only with respect to their liability as a grantor of a franchise or license to you.

However, their status as additional insured under this policy ends when their contract or agreement with you

granting the franchise or license ends.

d. Lessors of Leased Equipment – with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation, or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

e. Lessor of Land – with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premise; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

f. Managers or Lessors of Premises – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

g. Mortgagee, Assignee or Receiver – with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premise by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

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h. Owners, Lessees, or Contractors – with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf, in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf; or

(3) "Your work" performed for that additional insured and included in the "products-completed operations hazard."

The insurance does not apply to:

(a) **"**Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering, or survey services, including:

(i) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or

(ii) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering, or surveying services.

i. State or Political Subdivision – Permits Relating to Premises – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

(1) The existence, maintenance, repair, construction, erection, or removal of advertising, signs, awnings, canopies, cellar entrances, coal holes, drive-ways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(2) The construction, erection, or removal of elevators; or

(3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

(1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

The insurance afforded to such additional insureds described in a.- i. above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than any coverage requirement in a contract or agreement to provide for such additional insured.

2. Aggregate Limit Per Project

Under **SECTION III – LIMITS OF INSURANCE,** the following paragraph is added to Paragraph **2**:

The General Aggregate Limit under **SECTION III LIMITS OF INSURANCE** applies separately to each of your construction projects away from premises owned by or rented to you.

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3. **Blanket Waiver Of Subrogation**

   Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **8. Transfer Of Rights Of Recovery Against Others To Us,** the following is added:

   We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

   a. Your ongoing operations; or

   b. "Your work" included in the "products completed operations hazard."

   However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

   a. Is in effect or becomes effective during the term or this policy; and

   b. Was executed prior to loss.

4. **Broad Form Named Insured**

   Under **SECTION II – WHO IS AN INSURED,** the following is added to Paragraph **2:**

   e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the

   Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

5. **Broadened Bodily Injury Definition (Mental Anguish)**

   Under **SECTION V – DEFINITIONS,** Definition **3.** "Bodily Injury" is replaced with:

   3. "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

6. **Broadened Liability Coverage for Damage to "Your Product" and "Your Work"** Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2. Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

   This insurance does not apply to:

   k. Damage to Your Product

   "Property damage" to "your product" arising out of it or any part of it except when caused by or resulting from:

   (1) Fire;

   (2) Smoke;

   (3) Collapse; or

   (4) Explosion.

   l. Damage to Your Work

   "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

   This exclusion does not apply:

   (1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or

   (2) If the cause of loss to the damaged work arises as a result of:

   (a) Fire;

   (b) Smoke;

   (c) Collapse; or

   (d) Explosion.

   Under **SECTION III – LIMITS OF INSURANCE**, the following paragraph is added:

   Subject to **6.** above, $100,000 is the most we will pay under Coverage A for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard". This sublimit does not apply to "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

7. **Contractual Liability – Railroads**

   a. Under **SECTION V – DEFINTIONS**, the following replaces Paragraph **c.** of definition **9.** "Insured Contract":

   c. Any easement or license agreement;

   b. Under **SECTION V –DEFINITIONS**, Paragraph **f.(1)** of definition **9.** "Insured Contract" is deleted.

8. **Contractual Liability for Personal and Advertising Injury** Under **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph **2. Exclusions** is amended to delete exclusion **e. Contractual Liability**.

   This provision **8.** does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

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9. Damage to Premises Rented to You

a. Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph of **2. Exclusions** is replaced with:

If **Damage To Premises Rented To You** is not otherwise excluded, Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

b. Under **SECTION III – LIMITS OF INSURANCE**, Paragraph **6.** is replaced with:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of

"property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to $1,000,000.

c. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

10. Electronic Data Liability

a. Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**, Paragraph **2. Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury."

b. Under **SECTION III – LIMITS OF INSURANCE**, the following paragraph is added:

Subject to paragraph **5.** above, $100,000 is the most we will pay under Coverage **A** for all damages arising out of any one "occurrence" because of "property damage" that results from physical injury to tangible property and arises out of "electronic data".

c. Under **SECTION V – DEFINITIONS**, the following definition is added:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

d. Under **SECTION V – DEFINITIONS**, the definition of "property damage" is replaced by the following for the purposes of the coverage provided by this endorsement only:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data," resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

e. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this Provision **10. Electronic Data Liability** is part of, and not in addition to, that higher limit.

11. Expected or Intended Injury

Under **SECTION I – COVERAGES, COVERAGE A – BODILIY INJURY AND PROPERTY DAMAGE LIABILITY,** Exclusion **a.** is replaced by the following:

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a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

12. Incidental Medical Malpractice Liability

a. Under **SECTION II – WHO IS AN INSURED**, Paragraph **2.a.(1)d.** does not apply to nurses, emergency medical technicians or paramedics employed by you arising out of his or her providing or failing to provide professional health care services, but only if such healthcare services are within the scope of their employment by you or are related to or arise out of the conduct of your business.

b. This coverage does not apply if you are engaged in the business or occupation of providing professional health care services.

13. Knowledge Of An Occurrence

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.

f. The requirements in Paragraph **b.** will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph **e.** above.

14. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

15. Lost Key Coverage

a. Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

b. Limit of Insurance – For the purpose of this coverage the most we will pay is $ 10,000 per "occurrence".

16. Newly Formed And Acquired Organizations

a. Under **SECTION II – WHO IS AN INSURED,** in paragraph **3.a.**, 90th day is changed to 180th day.

b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

17. Non-Owned Aircraft

Under SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Exclusion **g.** does not apply to an aircraft provided:

a. It is hired, chartered or loaned with a paid crew;

b. It is not owned by an insured;

c. The pilot in command holds a currently effective license for the particular aircraft being flown, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial airline pilot; and

d It is not being used by the insured to carry persons or property for a charge.

The following is added to **SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS,** Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

This Non-Owned Aircraft insurance is excess over any other valid and collectible insurance whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

18. Non-Owned Watercraft

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Paragraph **(2)** of Exclusion **g.** is deleted and replaced with

the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used by the insured to carry persons or property for a charge.

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19. Supplementary Payments

Under **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** Paragraphs **1.b** and **1.d.** are replaced with:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

20. Unintentional Failure To Disclose Hazard

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **6. Representations** the following paragraph is added:

d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

21. Non-Duplication of Benefits

No one will be entitled to receive duplicate payments for the same elements of loss under any of the coverages provided by the Commercial General Liability Coverage form, this endorsement, or any other applicable endorsement.

All terms and conditions of this policy apply unless modified by this endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - GOLD

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

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A. **EFFECT OF THIS ENDORSEMENT**

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. **NEWLY ACQUIRED OR FORMED ENTITIES**

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. **EMPLOYEES AS INSUREDS – NONOWNED AUTOS**

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

D. **ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a “bodily injury” or “property damage” occurrence is an “insured” for Covered Auto Liability coverage. However, with respect to covered “autos”, such person or organization is an insured only to the extent that person or organization qualifies as an “insured” under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. **SUPPLEMENTARY PAYMENTS – BAIL BONDS**

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(2) Up to $2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.

F. **SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS**

Supplementary Payments of the SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to $500 a day because of time off from work.

G. **PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION**

1. The. Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding $250 in any one "accident". Coverage is excess over any other valid and collectible insurance.
2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:
   c. We will pay up to $500 for your property that is lost or damaged as a result of a covered “loss”, without applying a deductible. Coverage is excess over any other valid and collectible insurance.

H. **PREJUDGMENT INTEREST COVERAGE**

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the “insured” on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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I. **FELLOW EMPLOYEE – OFFICERS, MANAGERS, AND SUPERVISORS**

The Fellow Employee Exclusion in SECTION II – COVERED AUTOS LIABILITY COVERAGE is replaced as follows;

A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

J. **HIRED AUTO PHYSICAL DAMAGE**

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of $100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. **TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE**

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss"; or

e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. **EXPANDED TOWING COVERAGE**

1. We will pay up to:
   a. $100 for a covered "auto" you own of the private passenger type, or
   b. $500 for a covered "auto" you own that is not of the private passenger type,

   for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”.

M. **AUTO LOAN OR LEASE COVERAGE**

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of $500 for early termination fees or penalties, for your covered "auto" less:
   a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
   b. Any:
      (1) Overdue lease/loan payments at the time of the "loss";
      (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
      (3) Security deposits not refunded by a lessor;
      (4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
      (5) Carry-over balances from previous leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered “auto” is not the sole collateral.

N. **ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES**

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered “auto” where required by the lease agreement which has a term of at least

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six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. **DEDUCTIBLE AMENDMENTS**

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same “accident”, the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage “loss” from one “accident” involves two or more covered “autos”, only the highest deductible applicable to those coverages will be applied to the “accident,” if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered “autos” for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. **RENTAL REIMBURSEMENT COVERAGE**

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
   a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
   b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.
   b. $75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE Coverage Extension.

Q. **EXPANDED TRANSPORTATION EXPENSE**

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

R. **EXTRA EXPENSE – STOLEN AUTOS**

The following paragraph is added to Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

c. We will pay for up to $5,000 for the expense of returning a stolen covered “auto” to you. We will pay only for those covered “autos” for which you carry Comprehensive or Specified Causes of Loss Coverage

S. **PHYSICAL DAMAGE LIMIT OF INSURANCE**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance

1. The most we will pay for “loss” in any one “accident” is the lesser of:
   a. The actual cash value of the damaged or stolen property as of the time of the “loss”, or

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b. The cost of repairing or replacing the damaged or stolen property.

2. $1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.

b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

c. An integral part of such equipment.

3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

4. The cost of repairing or replacing may:

a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and

b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.

5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

T. **NEW VEHICLE REPLACEMENT COST**

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;

b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .

c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previously titled and which you purchased less than 365 days before the date of the "loss".

U. **PHYSICAL DAMAGE COVERAGE EXTENSIONS**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $50 per day, to a maximum of $1,500. The insurance provided by this provision is excess over any other collectible insurance.

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V. **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. **NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

   a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:

      (1) You, if you are an individual;

      (2) A partner, if you are a partnership;

      (3) A member, if you are a limited liability company; or

      (4) An executive officer or insurance manager, if you are a corporation.

   b. Your obligation in the. Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

      (1) You, if you are an individual;

      (2) A partner, if you are a partnership;

      (3) A member, if you are a limited liability company; or

      (4) An executive officer or insurance manager, if you are a corporation.

X. **HIRED CAR – COVERAGE TERRITORY**

Item (5) of the Policy Period, Coverage Territory General Conditions is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. **EMERGENCY LOCKOUT**

We will reimburse you up to $100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto" ; or
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result;
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. **CANCELLATION CONDITION**

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

All terms and conditions of this policy apply unless modified by this endorsement.

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