

**BIG HORN COUNTY
BOARD OF COUNTY
COMMISSIONERS**

121 3rd St W
Room 301
Hardin, MT 59034



**BIG HORN COUNTY BOARD OF COUNTY
COMMISSIONERS MINUTES
January 9, 2025
9:30 AM**

Members

Lawrence Big Hair, Presiding Officer
George Real Bird III, Member
Larry Vandersloot, Member

1. Call to Order

Commissioner Big Hair, Presiding Officer calls meeting to order.

2. Roll Call

Commissioner Big Hair, Presiding Officer, Commissioner Real Bird, member and Commissioner Vandersloot, member were all in attendance. Cyle Old Elk, Mike Not Afraid, Mike Opie, Accountant, and Heather Ready, Deputy County Attorney, were also in attendance.

3. Claim Approvals

Commissioner Vandersloot entertained a motion to approve Claims 1191 and 1192 . The motion was seconded by Commissioner Real Bird and passed unanimously.

4. Approve Minutes and Supporting Documents

Commissioner Vandersloot entertained a motion to approve minutes from December 26, 2024. The motion was seconded by Commissioner Real Bird and passed unanimously.

5. Personnel/Legal

6. Old Business

Farm-to-Market Agreement

Heather Ready, Deputy County Attorney, presents a resolution terminating the farm to market agreement with the City of Hardin. Commissioner Vandersloot entertained a motion to approve Resolution 2025-1. The motion was seconded by Commissioner Real Bird and passed unanimously.

Hawks Loop to Little Owl Loop

Commissioner Real Bird explains the public comment period on the road name change for Hawks Loop was extended until today. Cyle Old Elk explains before the name Hawks Loop was put in place by the County's 911 rural addressing project it was referred to as Little Owl loop. He goes on to explain the original allottees that were there was Little Owl and his wife and members of that family still live there. In the 1900's the first two story house built in the Big Horn Valley belonged to Little Owl. The name was officially changed in 2010 to Hawks Loop. Cyle has documents from 1907 showing the original allottee and will provide that to the board. He explains it would be understandable if any of the family of Clyde Hawks still lived there but that ranch has been sold and owned by several families. With no other comments being made Commissioner Big Hair closes the hearing

West Hawks Loop to Cross Bear Road

7. New Business

Ambulance Write-offs

Mike Opie, accountant, received reports from October and is submitting a write off request. Discussion ensues over the Medicare Medicaid reimbursement rates. Commissioner Vandersloot entertained a motion to approve the ambulance write-offs in the amount of \$1,193,583.99. The motion was seconded by Commissioner Real Bird and passed unanimously.

Sawyers Loop Bid Award

Commissioner Big Hair entertained a motion to award the bid for sawyers loop bridge to ConTech solutions in the amount \$87,800.00. The motion was seconded by Commissioner Real Bird and passed unanimously.

Travel Rates

Commissioner Big Hair entertained a motion to approve Resolution 2025-2, a resolution setting the meal and travel rates set by the state. The motion was seconded by Commissioner Real Bird and passed unanimously.

Jail Rates

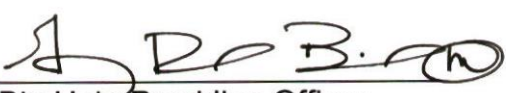
Commissioner Vandersloot entertained a motion to approve Resolution 2025-3, a resolution to establish daily rate of credit for incarceration in the amount of \$189.58 The motion was seconded by Commissioner Real Bird and passed unanimously.

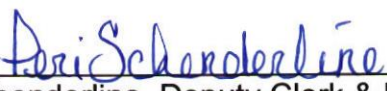
8. Public Comments

9. Discussion

10. Adjourn

There being no other business, the board adjourned.

Approved:  
Lawrence Big Hair, Presiding Officer

Attest: 
Peri Schenderline, Deputy Clerk & Recorder

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2025- 1

PREAMBLE:

A Resolution to terminate the Interlocal Agreement for farm-to-market roads between Big Horn County and the City of Hardin.

RECITALS:

In accordance with MCA 7-5-2101(1), the board of county commissioners has jurisdiction and power, under such limitations and restrictions as are prescribed by law, to represent the county and have the care of the county property and the management of the business and concerns of the county.

Pursuant to MCA 7-11-104, a public agency may contract with another public agency to maintain a public infrastructure facility, project, or service.

On June 3, 1986, Big Horn County and the City of Hardin entered into the Interlocal Agreement, attached as Exhibit A ("Agreement").

The duration of the Agreement was ten years, and the Agreement automatically renews unless either party gives written notice of termination ninety (90) days before expiration of the Agreement.

The County and the City of Hardin have met in an attempt to negotiate a revised Agreement, but have been unsuccessful.

The County has performed its obligations under the Agreement by putting two inches of asphalt on Railway. While not required by the Agreement, the County chip sealed and striped Railway.

The County has also addressed the maintenance problems with Thirteenth Street.

The City of Hardin has not maintained storm water culvert crossings on the farm to market roads, as required by the Agreement.

THEREFORE:

The Board of Commissioners, Big Horn County, Montana, hereby finds that the Interlocal Agreement is outdated and efforts to negotiate a new agreement have been unsuccessful.

The Board further finds that renewal of the Agreement is not in the best interest of the County as the City of Hardin has not performed its obligations under the Agreement.

The Board hereby gives notice of its termination of the Agreement, pursuant to Article I of the Interlocal Agreement.

The Board further directs staff to send a copy of this executed Resolution 2025- 1 to the City of Hardin, by certified mail.

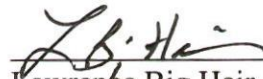
EFFECTIVE:

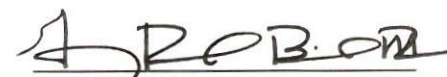
This Resolution giving notice of this Board's intention to terminate the Interlocal Agreement shall be effective immediately. The Interlocal Agreement shall expire at the end of the current ten-year term, on June 3, 2026.

ENACTED:

This 9th day of January, 2025, in Hardin, Montana.

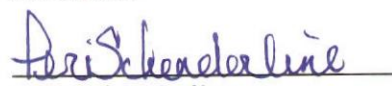
BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA


Lawrence Big Hair, Presiding Officer


George Real Bird III, Member


Larry Vandersloot, Member

ATTEST:


Peri Schenderline
Deputy Clerk and Recorder

INTERLOCAL AGREEMENT

WHEREAS, Big Horn County, Montana, and the City of Hardin, Montana, have agreed to cooperate with each other on a basis of mutual advantage so as to provide for the exchange of city services and facilities to property owned by Big Horn County, Montana, for the improvement of city services offered to city and county residents.

WHEREAS, there exist County right-of-ways and County roads adjacent to and within the City of Hardin; and

WHEREAS, there exists a clearly-defined farm-to-market routes within the City of Hardin.

BE IT RESOLVED that the following Interlocal Agreement govern the terms and conditions of the above-referenced exchange agreement.

ARTICLE I.

The duration of this Agreement shall be ten (10) years from the date hereof, and shall be automatically renewable unless either party gives written notice of termination ninety (90) days before expiration of the Agreement.

ARTICLE II.

The purpose of this Interlocal Agreement shall be to formalize an Agreement between the City of Hardin and Big Horn County, for the county planning, paying for, and performing a two inch (2") surface asphalt of Railroad Avenue from Center Avenue to Mitchell Avenue, and maintenance of the farm-to-market roads highlighted in yellow on the attached map of the City of Hardin, marked Exhibit "A", and described as follows:

Thirteenth Street from Crawford Avenue to the East Section line of Section 23, Township One (1) South, Range Thirty-three (33), East, M.P.M., known as County Road No. 24.

Custer Avenue from Thirteenth Street north until said road turns east.

Crawford Avenue from Eleventh Street to Thirteenth Street.

County Road No. 155 less a section of road from Crawford Avenue to County Road No. 321.

County Road No. 216.

County Road No. 321.

Mitchell Avenue a/k/a Montana Secondary No. 313.

County Road No. 154 from Maverick Road West

The City shall maintain storm water culvert crossings on any of the above-described farm-to-market roads or County roads within the City of Hardin.

ARTICLE III.

The County's provision of asphalt and maintenance as above-described shall be paid for out of the County's Gas Tax budget. The City's maintenance of storm water culvert crossings shall be paid for out of the City's General Fund or a special fund created for that purpose.

ARTICLE IV.

The administration of the surface asphalt and road maintenance undertaking described herein shall be provided by the Big Horn County Board of County Commissioners. The Big Horn County Board of County Commissioners shall consult with the City Council for coordination of their construction and maintenance program. The administration of the storm water culvert crossings shall be provided by the City of Hardin's Council.

DATED at Hardin, Montana, this 3rd day of June, 1986.

CITY OF HARDIN

By: Shirley Lockhart
Its Mayor

ATTEST:

Nancy K. Young
City Clerk

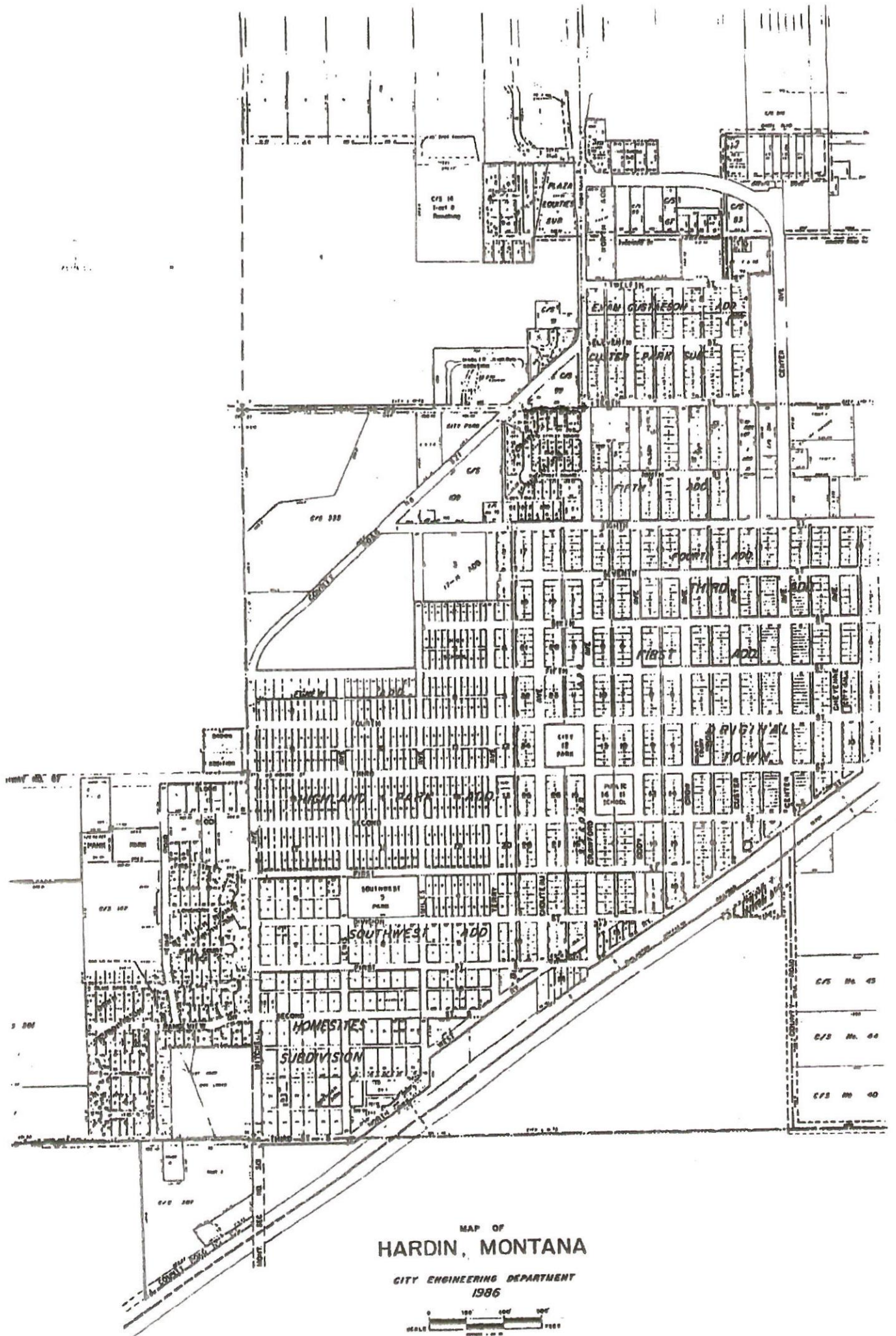
BIG HORN COUNTY

By: Ed D. Miller
Its Chairman of the Board of
County Commissioners

ATTEST:

Don Lockhart Deputy
Clerk and Recorder

Exhibit "A"



County-City Farm-To-Market
6-3-86



NOTICE OF AWARD

Date of Issuance:

Owner: Big Horn County

Owner's Project No.: Big Horn County

Engineer: Stahly Engineering

Engineer's Project No.: 1193-20G24

Project: Sawyer Loop Bridge

Contract Name: Sawyer Loop Bridge Procurement

Bidder: Contech Engineered Solutions

Bidder's Address: 19060 County Road 66
Greeley, CO 80631

You are notified that Owner has accepted your Bid dated 12 / 31 / 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Sawyer Loop Bridge Procurement

The Contract Price of the awarded Contract is \$ \$87,800.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 1 counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): _____

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Big Horn County

By (signature):

LP B. H.

Name (printed): Lawrence P Big Hair

Title: County Commissioner

Copy: Engineer

FY 25 Ambulance Write-Offs Approved

	Write-Offs	Billed	Collected
July	330,163.40	457,617.90	193,965.63
August	317,397.58	442,088.47	136,005.19
September	270,360.71	418,099.40	119,777.05
October	275,662.30	439,647.80	157,307.65
November			
December			
January			
February			
March			
April			
May			
June			
Total YTD	<u>1,193,583.99</u>	<u>1,757,453.57</u>	<u>607,055.52</u>

PRESIDING OFFICER

Date

L. B. Hair
1/9/25

BIG HORN COUNTY AMBULANCE
P.O. BOX 908

ACCOUNTING: (406) 665-9884

EMERGENCY: (406) 665-9780

RECONCILIATION JULY 2024

BEGINNING BALANCE	\$3,871,359.28		
Total Billed -			
Individuals		\$39,012.30	
IHS Crow		\$78,421.60	
IHS lame Deer		\$11,389.60	
Medicare/Medicaid		\$328,268.80	
Add Charges		\$525.60	
			\$457,617.90
Collections-			
Individuals		\$29,490.25	
IHS Crow		41230.02	
IHS Crow Sec.		\$7,430.36	
IHS Lame Deer		\$0.00	
Medicare/Medicaid		\$115,815.00	
			\$193,965.63
- WRITE-OFF			
Adjustments			
		< \$330,163.40 >	
End Rec. Balance	\$3,804,848.15		

BIG HORN COUNTY AMBULANCE
P.O. BOX 908

ACCOUNTING: (406) 665-9884

EMERGENCY: (406) 665-9780

RECONCILIATION AUGUST 2024

BEGINNING BALANCE	\$3,804,848.15		
Total Billed -			
Individuals		\$73,196.50	
IHS Crow		\$90,657.80	
IHS lame Deer		\$11,238.60	
Medicare/Medicaid		\$272,866.62	
Add Charges		(\$5,871.05)	
			\$442,088.47
Collections-			
Individuals		\$23,084.40	
IHS Crow		\$15,959.89	
IHS Crow Sec.		\$7,181.07	
IHS Lame Deer		\$0.00	
Medicare/Medicaid		\$89,779.83	
			\$136,005.19
- WRITE-OFF	<	\$317,397.58	>
Adjustments			
End Rec. Balance		\$3,793,533.85	

BIG HORN COUNTY AMBULANCE
P.O. BOX 908

ACCOUNTING: (406) 665-9884

EMERGENCY: (406) 665-9780

RECONCILIATION SEPTEMBER 2024

BEGINNING BALANCE	\$3,793,533.85		
Total Billed -			
Individuals		\$39,430.90	
IHS Crow		\$57,968.00	
IHS lame Deer		\$8,559.00	
Medicare/Medicaid		\$276,468.48	
Add Charges		\$35,673.02	
			\$418,099.40
Collections-			
Individuals		\$26,535.36	
IHS Crow		\$25,677.29	
IHS Crow Sec.		\$4,855.81	
IHS Lame Deer		\$0.00	
Medicare/Medicaid		\$62,708.59	
			\$119,777.05
- WRITE-OFF			
Adjustments		< \$270,360.71 >	
End Rec. Balance	\$3,821,495.49		

BIG HORN COUNTY AMBULANCE
P.O. BOX 908

ACCOUNTING: (406) 665-9884

EMERGENCY: (406) 665-9780

RECONCILIATION OCTOBER 2024

BEGINNING BALANCE	\$3,821,495.49		
Total Billed -			
Individuals		\$39,724.40	
IHS Crow		\$93,905.40	
IHS lame Deer		\$6,471.00	
Medicare/Medicaid		\$291,199.80	
Add Charges		\$8,347.20	
			\$439,647.80
Collections-			
Individuals		\$45,613.49	
IHS Crow		\$28,225.20	
IHS Crow Sec.		\$6,780.57	
IHS Lame Deer		\$5,113.33	
Medicare/Medicaid		\$71,575.06	
			\$157,307.65
- WRITE-OFF	<	\$275,662.30	>
Adjustments			
End Rec. Balance	\$3,828,173.34		

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2025- 2

PREAMBLE:

Big Horn County officers and employees are authorized by law to be reimbursed for meal and lodging expenses on necessary travel in connection with the duties of their respective offices, conventions, etc.

RECITALS:

MCA section 2-18-501 states:

Meals, lodging, and transportation of persons in state service. All elected state officials, appointed members of boards, commissions, or councils, department directors, and all other state employees must be reimbursed for meals and lodging while away from the person's designated headquarters and engaged in official state business;

THEREFORE:

The 2025 travel rates effective January 1, 2025, for all county officers and county employees are henceforth to be reimbursed in the following manner:

1. **LODGING** expenses up to **\$107.00** plus tax per night, original receipt or confirmation notice required. If attending a conference where the rate at the conference site is higher than the \$107.00, you can request actual cost reimbursement, you must get approval from the County Commissioners prior to attending. Overnight lodging is considered a non-taxable expense, paid through the claims process.
2. **MEALS** will be paid at the State rates no receipt required. An elected official or employee is eligible for the meal allowance provided below, if the person is in travel status for more than three continuous hours during the following, if you go over amount, it will be at your own expense.
 - a. For in State **morning meal allowance- \$8.25** – between the hours of 12:01am and 10:00am.
 - b. For the in-State **midday meal allowance - \$9.25** – between the hours of 10:01am and 3:00pm.
 - c. For the in-State **evening meal allowance - \$16.00** – between the hours of 3:01pm and 12 midnight.

An eligible person may receive:

- a. Only one of the three meal allowances provided, if the travel was performed within the persons assigned travel shift; or
- b. A maximum of two meal allowances if the travel begins before or was completed after the person's assigned travel shift and the travel did not exceed 24 hours.

"Travel Shift" is that period of time beginning one (1) hour before and terminating one (1) hour after the person's normally assigned work shift. For purposes of making the computation under this Resolution an elected official shall be considered to have a normally assigned work shift which begins at 8:00am and ends at 5:00pm. All times will be calculated using Mountain time.

Out of state meal allowances are as follows; Morning - \$13.00; Midday - \$15.00; Evening - \$26.00.

3. **MILEAGE** – The mileage will be reimbursed at the rate of **seventy cents (\$0.70)** per mile for the first one thousand miles per month. Mileage reimbursed is considered a non-taxable expense, paid through the claims process. However commuting mileage for the County Commissioners is considered a taxable expense, paid bi-weekly through payroll
4. **USE OF COUNTY VEHICLE** – Commuting from home to work or from work to home in a County vehicle falls under the Commuting Rule (IRS Publication 15-B) This is considered a benefit and is taxable to the employee. A claim form is required

to be completed daily, and submitted bi-weekly with your time sheet for that respective pay period. A \$3.00 per day charge will be added to your paycheck and W-2 at the end of the year. There is no exchange of money involved.

5. Personal use of a county vehicle is prohibited per standards of conduct (MCA 2-2-121)

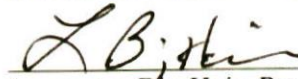
EFFECTIVE:

This Resolution shall be effective January 1, 2025.

ENACTED:

This 9th day of January, 2025, in Hardin, Montana.

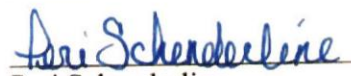
BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA


Lawrence Big Hair, Presiding Officer


George Real Bird III, Member


Larry Vandersloot, Member

Attest:


Peri Schenderline
Deputy Clerk and Recorder

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2025- 3

PREAMBLE:

A Resolution to establish the daily rate of credit for incarceration in the Big Horn County Detention Center.

RECITALS:

Montana Code Annotated Section 46-18-403(2) states:

A person incarcerated on a bailable offense who does not supply bail and against whom a fine is levied on conviction of the offense may be allowed a credit for each day of incarceration prior to conviction, except that the amount allowed or credited may not exceed the amount of the fine. The daily rate of credit for incarceration must be established annually by the board of county commissioners by resolution. The daily rate must be equal to the actual cost incurred by the detention facility for which the rate is established.

THEREFORE:

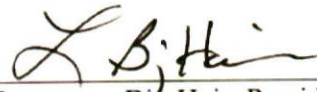
The Board of Commissioners of Big Horn County hereby resolves that the daily rate for credit for incarceration in the Big Horn County Detention Center is hereby established at One Hundred Eighty-Nine and 58/100 Dollars (\$189.58).

EFFECTIVE:

This Resolution shall become immediately effective.

Executed this 9th day of January, 2025, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA



Lawrence Big Hair, Presiding Officer



George Real Bird III, Member



Larry Vandersloot, Member

Attest:



Peri Schenderline
Deputy Clerk and Recorder