

**BIG HORN COUNTY
BOARD OF COUNTY
COMMISSIONERS**

121 3rd St W
Room 301
Hardin, MT 59034



**BIG HORN COUNTY BOARD OF COUNTY
COMMISSIONERS MINUTES
June 26, 2025
9:30 AM**

Members

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

1. Call to Order

Commissioner Vandersloot Pro Tempore calls meeting to order.

2. Roll Call

Commissioner Vandersloot Pro Tempore, and Commissioner Real Bird, both in attendance.

3. Claim Approvals

Commissioner Real Bird entertained a motion to approve 1358. The motion was seconded by Commissioner Vandersloot and passed unanimously.

4. Approve Minutes and Supporting Documents

Commissioner Real Bird entertained a motion to approve June 19, 2025. The motion was seconded by Commissioner Vandersloot and passed unanimously.

5. Personnel/Legal

6. Old Business

7. New Business

Soap Creek Bid Award

AJ Espinoza, Road Superintendent, explains the county road department will still be involved, and responsible for bringing in fill dirt. Commissioner Real Bird entertained a motion to approve TCA Group for the bid and alternate bid. The motion was seconded by Commissioner Vandersloot and passed unanimously.

Explosive Entertainment Contract

Commissioner Real Bird entertained a motion to approve service agreement with explosive entertainment. The motion was seconded by Commissioner Vandersloot and passed unanimously.

Lodge Grass Inter local

Heather Ready explains that the interlocal agreement is between Big Horn County and the Town of Lodge Grass where the county will purchase the town a mini-excavator for the town to utilize in and around the town of lodge grass. No new entity is created and the administrator of this contract is the Lodge Grass town council. They can't sell it, and they have to do any maintenance that it requires. Commissioner Real Bird entertained a motion to approve the interlocal agreement with the town of Lodge Grass. The motion was seconded by Commissioner Vandersloot and passed unanimously.

8. Public Comments

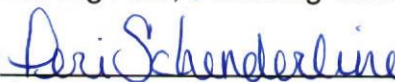
9. Discussion

Commissioner Real Bird had a good meeting with the people in Lodge Grass on their fire service area

10. Adjourn

There being no other business, the board adjourned.

Approved: 
Lawrence Big Hair, Presiding Officer

Attest: 
Peri Schenderline, Deputy Clerk & Recorder



June 18, 2025

Big Horn County Commissioners
121 W 3rd St.
Hardin, MT 59304

Subject: Soap Creek Road Improvements

Dear Commissioners:

I have reviewed the bid results for the Soap Creek Road Improvements project, received on June 12th, 2025. There was a total of 3 bids submitted for the project. The apparent low bidder for the **Base Bid** was Battle Ridge Builders and the apparent low bidder for the **Base Bid + Alternate Bid** was TCA Group, Inc. Please see the enclosed Certified Bid Tabulations for a summary of the submitted bids.

Stahly Engineering has worked with Battle Ridge Builders on over ten previous bridge projects. All projects were completed within the specified contract time and budget, with minimal to no change orders. In addition, the list of Currently Suspended Contractors published by the Montana Department of Labor and Industry has been reviewed, and Battle Ridge Builders is not on this list.

Stahly Engineering has worked with TCA Group on approximately nine previous bridge projects. All projects were completed within the specified contract time and budget, with minimal to no change orders. In addition, the list of Currently Suspended Contractors published by the Montana Department of Labor and Industry has been reviewed, and TCA Group is not on this list.

Based on these results, Big Horn County has two options to proceed forward on this project. The contract documents state Big Horn County reserves the right to award the project to the lowest responsible bidder for the Base Bid or the lowest responsible bidder for the total of the Base Bid and Bid Alternate. Therefore, *the County may elect to award the contract to the low bidder on the Base Bid OR the low bidder on the Base + Alternate Bid.*

If the County would like to build the road using County equipment and funds, Stahly would recommend awarding the **Base Bid** to Battle Ridge Builders. If the County would prefer to have the Contractor build the road and bridge, Stahly Engineering would recommend awarding the **Base + Alternate Bid** to TCA Group.

Please call if you have any questions or concerns.

Sincerely,

Adam Hagel, PE
Stahly Engineering & Associates, Inc.

Enclosures

CERTIFIED BID TABULATIONS

Project Name: Soap Creek Road Improvements
Owner Name: Big Horn County
Bid Opening Date June 12th, 2025

Item No.	Item Description	Unit	Quantity	Engineer's Estimate		Battle Ridge Builders, LLC		TCA Group Inc.		COP Construction	
BASE BID				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mob. Demob. Bonding And Insurance	Lump Sum	1	\$34,500.00	\$34,500.00	\$54,000.00	\$54,000.00	\$75,000.00	\$75,000.00	\$196,000.00	\$196,000.00
2	Traffic Control	Lump Sum	1	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$9,000.00	\$9,000.00
3	Structure Excavation, Type II	Cubic Yard	45	\$75.00	\$3,375.00	\$150.00	\$6,750.00	\$75.00	\$3,375.00	\$110.00	\$4,950.00
4	Furnish 16"x0.5" Steel Pipe Piles	Linear Feet	370	\$160.00	\$59,200.00	\$120.00	\$44,400.00	\$145.00	\$53,650.00	\$90.00	\$33,300.00
5	Drive 16"x0.5" Steel Pipe Piles	Linear Feet	356	\$70.00	\$24,920.00	\$50.00	\$17,800.00	\$20.00	\$7,120.00	\$150.00	\$53,400.00
6	Snub Nosed Conical Pile Driving Points	Each	10	\$900.00	\$9,000.00	\$800.00	\$8,000.00	\$800.00	\$8,000.00	\$700.00	\$7,000.00
7	Class "Structure" Concrete	Cubic Yard	24	\$2,000.00	\$48,000.00	\$1,600.00	\$38,400.00	\$715.00	\$17,160.00	\$1,900.00	\$45,600.00
8	Install Tri-Deck Beams	Lump Sum	1	\$70,000.00	\$70,000.00	\$78,000.00	\$78,000.00	\$115,000.00	\$115,000.00	\$48,000.00	\$48,000.00
9	Furnish & Install T101 Guardrail	Linear Feet	97	\$220.00	\$21,340.00	\$196.00	\$19,012.00	\$250.00	\$24,250.00	\$300.00	\$29,100.00
10	Bridge End Backfill	Cubic Yard	120	\$75.00	\$9,000.00	\$95.00	\$11,400.00	\$80.00	\$9,600.00	\$180.00	\$21,600.00
11	Furnish And Install Signs (OM3)	Each	4	\$750.00	\$3,000.00	\$350.00	\$1,400.00	\$1,000.00	\$4,000.00	\$420.00	\$1,680.00
12	Furnish And Install Bridge End Treatments (Buffer	Each	4	\$550.00	\$2,200.00	\$300.00	\$1,200.00	\$1,750.00	\$7,000.00	\$520.00	\$2,080.00
TOTAL BASE BID				\$ 286,535.00		\$ 285,362.00		\$ 331,655.00		\$ 451,710.00	
ALTERNATE BID											
1	Mob. Demob. Bonding And Insurance	Lump Sum	1	\$40,500.00	\$40,500.00	\$36,200.00	\$36,200.00	\$11,689.00	\$11,689.00	\$79,000.00	\$79,000.00
2	Traffic Control	Lump Sum	1	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$5,706.00	\$5,706.00	\$9,200.00	\$9,200.00
3	Remove Existing Bridge	Lump Sum	1	\$25,000.00	\$25,000.00	\$18,000.00	\$18,000.00	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00
4	Best Management Practices	Lump Sum	1	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$2,853.00	\$2,853.00	\$5,500.00	\$5,500.00
5	Clearing And Grubbing	Acre	1	\$10,500.00	\$10,500.00	\$12,960.00	\$12,960.00	\$5,277.00	\$5,277.00	\$6,300.00	\$6,300.00
6	Topsoil Salvage And Replace	Cubic Yard	810	\$20.00	\$16,200.00	\$24.00	\$19,440.00	\$12.00	\$9,720.00	\$14.00	\$11,340.00
7	Embankment In Place	Cubic Yard	1260	\$45.00	\$56,700.00	\$9.30	\$11,718.00	\$6.90	\$8,694.00	\$8.50	\$10,710.00
8	Import Fill (4" Minus)	Cubic Yard	1610	\$60.00	\$96,600.00	\$50.00	\$80,500.00	\$15.00	\$24,150.00	\$18.00	\$28,980.00
9	Road Base (3" Minus)	Cubic Yard	710	\$60.00	\$42,600.00	\$51.00	\$36,210.00	\$16.90	\$11,999.00	\$21.00	\$14,910.00
10	Road Surfacing (1" Minus)	Cubic Yard	225	\$65.00	\$14,625.00	\$68.00	\$15,300.00	\$120.00	\$27,000.00	\$145.00	\$32,625.00
11	Remove Fence	Linear Feet	535	\$4.00	\$2,140.00	\$3.00	\$1,605.00	\$3.50	\$1,872.50	\$4.00	\$2,140.00
12	Farm Fence (Type 4BW)	Linear Feet	1577	\$7.00	\$11,039.00	\$9.00	\$14,193.00	\$10.00	\$15,770.00	\$30.00	\$47,310.00
13	Remove Signs	Each	2	\$250.00	\$500.00	\$300.00	\$600.00	\$195.00	\$390.00	\$235.00	\$470.00
14	Furnish And Install Signs	Each	6	\$750.00	\$4,500.00	\$550.00	\$3,300.00	\$570.00	\$3,420.00	\$700.00	\$4,200.00
15	Seeding & Fertilizing	Acre	1	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$3,700.00	\$3,700.00
TOTAL ALTERNATE BID				\$ 336,404.00		\$ 269,026.00		\$ 136,540.50		\$ 281,385.00	
TOTAL BASE BID + ALTERNATE BID											
Item No.	Item Description	Unit	Quantity	Engineer's Estimate		Battle Ridge Builders, LLC		TCA Group Inc.		COP Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
TOTAL BASE BID + ALTERNATE BID				\$ 622,939.00		\$ 554,388.00		\$ 468,195.50		\$ 733,095.00	

Certification of Bid Results


Adam Hagel, PE

NOTICE OF AWARD

Date of Issuance: _____
Owner: Big Horn County Owner's Project No.: MT-TSEP-CG-21-801
Engineer: Stahly Engineering, Inc. Engineer's Project No.: 1193-18P19
Project: Soap Creek Road Improvements
Contract Name: Soap Creek Road Improvements
Bidder: TCA Group, Inc.
Bidder's Address: 2223 Montana Ave, Suite 201, Billings, MT, 59101

You are notified that Owner has accepted your Bid dated 6 / 11 / 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Soap Creek Road Improvements

The Contract Price of the awarded Contract is \$ 468,195.50. 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 3 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 MT.

By (signature):

[Signature]

Name (printed):

Larry Vanderstok

Title:

Commissioner

Copy: Engineer

Explosive Entertainment, LLC



SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is made and entered into this 26th day of June, 2025 (the "Effective Date"), by Explosive Entertainment, LLC, a South Dakota limited liability company ("EXENT"), PO Box 22 Menno, SD 57045 and Big Horn County, ("County") a political subdivision of the State of Montana, whose mailing address is P.O. Box 908, Hardin, MT 59034.

I. **Scope.** ProAnnouncer agrees to provide professional announcing services (the "Services") for the Big Horn County Fair PRCA Rodeo at 118 Sawyer Loop, Hardin, MT 59034, Friday, July 25, 2025, at 7 p.m. and Saturday, July 26, 2025, with Slack on Saturday, July 26th at 8:00a.m. MST at and performance starting at 7:00p.m. MST (the "Event"), pursuant to the terms and conditions stated herein.

II. **ProAnnouncer Services.** ProAnnouncer will provide the following Services during the Event: (a) Announcing Services (b) Music Director (c) Sound System.

III. **Optional Services.** ProAnnouncer also offers, at an additional cost separate from and in addition to the Service Fees described below, professional announcing and voice talent for radio, television, online media campaigns, auctioneer services, promotions, calcutta, and benefits, as needed and upon County's prior request.

IV. **Fees.** In exchange for the Services, and prior to the start of the final performance, County shall remit to ProAnnouncer a total of **\$3,750.00** via cash, certified funds, or electronic funds transfer ("Service Fees").

V. **County Support.** In addition to the Service Fees described above, County shall provide 1 hotel room to accommodate ProAnnouncer staff, to arrive Thursday, July 24th and depart Sunday, July 27th.

VI. **Independent Contractor & No Exclusivity.** ProAnnouncer shall be an independent contractor, and not an agent, employee, partner, joint venture, or legal representative of County, and nothing herein shall prohibit ProAnnouncer from providing services to other clients or otherwise engage in ProAnnouncer's business activities.

VII. **Suitability.** It is the County's sole responsibility to ensure that the Services meet County's specific needs and conform to and do not violate any contractual, legal, permitting, zoning, and other restrictions imposed on County.

VIII. **Termination.** This Agreement may be terminated: (a) by the mutual written agreement of the Parties; (b) by County's failure to provide any required payment; or (c) by a party upon the failure of the other party to substantially and materially perform its responsibilities hereunder.

IX. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Montana. The Parties irrevocably consent to the exclusive personal jurisdiction of, and venue in, the Montana Twenty-second Judicial District County, Big Horn County, or the United States District County for the District of Montana.

X. **Integration; Amendment.** This Agreement represents the entire agreement between the parties, and this Agreement may not be amended, except by a written agreement signed by the parties.

XI. **Successors and Assigns.** The terms herein are binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

XII. **The Client** may not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of County.

Explosive Entertainment, LLC



XIII. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in the whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

XIV. **Waiver.** The waiver by either Party or a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

XV. **Compliance with Local, State and Federal Laws.** The Parties each respectively understand that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discriminations Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973, the Patient Protection Affordable Care Act, [P.L. 111-48, 124 Stat, 119], if applicable, and 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agrees that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Agreement.

XVI. **Remedies.** The rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any rights and remedies available at law or in equity. In the event of a suit by the Parties concerning the terms and provisions of this Agreement, each Party shall pay their own attorney fees.

XVII. **Equal Parties.** The Parties acknowledge and agree that they are experienced and competent business professionals who have been given an opportunity to consult with an attorney concerning this Agreement.

XVIII. **Notices.** All notices, requests, demands or other communications relating to this Agreement will be given in writing by certified or registered mail and delivered to the Parties at the addresses listed in the introductory paragraph of this Agreement.

IN WITNESS WHEREOF, Explosive Entertainment, LLC, and, Big Horn County Fair Board, execute this *Service Agreement* as of the day first written above:

Explosive Entertainment LLC:

By: Randy Taylor
Its: President

Big Horn County:

By its Board of Commissioners

Lawrence Big Hair, Presiding Officer

George Real Bird III, Member

Larry Vandersloot, Member

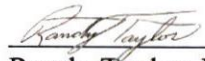
Attest:
Peri Schenderline,
Deputy Clerk and Recorder

ADDENDUM "A"

The Parties agree to amend the Agreement as follows:

1. EXENT agrees to coordinate with and assist the Indian Relay announcer; and
2. EXENT agrees to make EXENT's audio equipment available to Indian Relay announcer.
3. The County agrees to:_____.

Explosive Entertainment, LLC

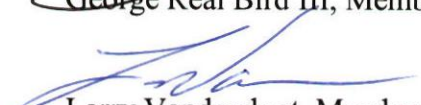

_____,
Randy Taylor, President

Big Horn County:

By its Board of Commissioners

Lawrence Big Hair, Presiding Officer


George Real Bird III, Member


Larry Vandersloot, Member

**INTERLOCAL AGREEMENT FOR PUBLIC MAINTENANCE
OF THE TOWN OF LODGE GRASS**

This Agreement [hereinafter Agreement] dated this 26th day of June, 2025, is made and entered into pursuant to the Montana Interlocal Cooperation Act [MCA § 7-11-101 et seq] between the Town of Lodge Grass, Montana [hereinafter Town], with a mailing address of P.O. Box 464, Lodge Grass, MT 59050 and Big Horn County, Montana, a political subdivision of the State of Montana, [hereinafter County] with a mailing address of P.O. Box 908, Hardin, MT 59034 [collectively hereinafter Parties].

Town desires to maintain the trails, parking lots, and other public areas within the Town and surrounding areas, but lacks the necessary equipment.

County desires to provide a 2025 TBA Mini Excavator (Serial Number 0AN405625) [hereinafter Equipment] to support Town's efforts to maintain and improve Town and County's public spaces.

Town will provide employee labor to operate the equipment and pay all costs of operating the Equipment, as provided herein.

Now therefore, in consideration of the mutual covenants set forth herein it is hereby agreed:

1. Duration

The term of this Agreement shall be seven (7) years commencing on the effective date hereof.

2. No Separate Legal Entity

This Agreement does not create any separate legal entity.

3. Purpose of this Agreement

County shall provide Town with Equipment, which Town shall use to maintain the trails, parking lots, and other public areas in Town and the surrounding areas. Town agrees that the Equipment shall be used for the benefit of Town and County and not for private profit. Town agrees that it shall not sell or dispose of the Equipment during the term of this Agreement without the written consent of County.

4. Financing and Budgeting.

County shall purchase the Equipment and provided it in "as-is" condition. County makes no warranties as to the condition of the Equipment and no warranties as to its fitness for a particular purpose. Town shall be responsible for all costs and expenses related to the Equipment, including, but not limited to: registration, insurance, fuel, and maintenance.

No separate budget is needed. County and Town will continue to operate and maintain their normal budgets.

5. Termination

This Agreement may be terminated if:

- a. The Equipment is wrecked, destroyed, or otherwise beyond repair; or
- b. Either Party commits a material breach of this Agreement and does not cure the breach within thirty (30) days of receiving written notice from the non-breaching Party.

6. Administrator

The administrator required by Montana Code Annotated § 7-11-105(6) shall be the Lodge Grass Town Council.

7. Disposal of Property

Upon termination of this Agreement, Town may use or dispose of the Equipment as it sees fit.

8. Employment of Certain Positions

It is not anticipated that there will be employment of a teacher or specialist under Montana Code Annotated § 20-4-201, a superintendent under Montana Code Annotated § 20-4-401, or a professional person licensed under Title 37 and Montana Code Annotated.

10. No Attorney's Fees or Costs

Except as provided in Clause 18, in the event of any action or mediation to enforce rights under this Agreement, each Party shall pay its own costs and expenses, including reasonable attorney's fees, incurred in connection with such action or mediation.

11. No Third-Party Beneficiary

This Agreement does not and is not intended to confer any rights or remedies upon any person(s) or entities other than the Parties.

12. No Assignment

The Parties may not assign this Agreement or any right or obligation of this Agreement, by operation of law or otherwise.

13. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

14. Amendment

This Agreement may be amended only by a written instrument signed by the Parties.

15. Notices

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate Parties at the following addresses or to any other person at any other address as may be designated in writing by the Parties:

County: Big Horn County Commissioners
P.O. Box 908
Hardin, Montana 59034

Town: Town of Lodge Grass
P.O. Box 464
Lodge Grass, Montana 59050

Service by mail shall be complete on deposit in any United States Post Office with the postage prepaid.

16. Binding Agreement.

- a. Each Party has the authority to enter into this Agreement.
- b. The execution, delivery and performance of this Agreement has been duly and validly authorized.
- c. This Agreement has been duly executed and delivered.
- d. This Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

17. Equal Parties

County and Town acknowledge and agree that the Parties are experienced and competent business professionals who have been given an opportunity to consult with an attorney concerning

this Agreement. Therefore, no provision of this Agreement, including any amendment or addendum, shall be construed against the Party who drafted this Agreement.

18. Indemnification

Town shall indemnify and hold harmless the County and its agents, representatives, attorneys, elected officials, or employees from and against any and all claims, damages, losses and expenses including attorney fees relating to use of the Equipment.

Notwithstanding anything to the contrary contained herein, this Agreement to indemnify as set forth herein shall survive the termination of this Agreement.

19. Insurance

The Town agrees to insure the Equipment, pursuant to Town's policies, during the term of this Agreement.

20. Recitals

The Parties acknowledge and agree that the Recitals set forth at the beginning of this Agreement are true and to the extent that any speak to any agreement by the Parties that such agreement is made as if set forth in full in this portion of this Agreement.

21. Laws and Venue

The Parties each respectively understand that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], if applicable, 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules, and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage

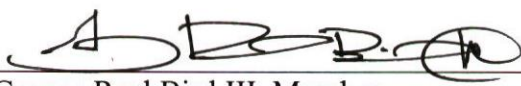
Grouse Conservation Strategy. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agree that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Agreement.

This Agreement shall be governed by and construed according to the laws of the State of Montana. The Parties irrevocably consent to the exclusive personal jurisdiction of, and venue in, the Montana Twenty-Second Judicial District County, Big Horn County, or the United States District County for the District of Montana.

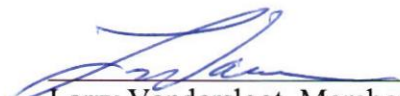
Dated this 26th day of June 2025.

Big Horn County by its Board of Commissioners

Lawrence Big Hair, Presiding Officer

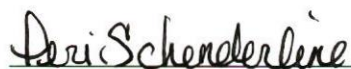


George Real Bird III, Member



Larry Vandersloot, Member

ATTEST:



Peri Schenderline, Deputy Clerk & Recorder

Town of Lodge Grass

Quincy Dabney, Mayor

ATTEST:

Vendor Information			Requisition Information	
T&E CAT RENTAL			SHIP TO: COURT HOUSE	
5200 SOUTHGATE DRIVE			REQUESTER: COMMISSION	
			PROJECT: UNDESIGNATED	
BILLINGS MT 59101			REQUISITION TYPE: Purchase Order	
Contact Person:			ORDER METHOD: Mail	
Phone: (406) 245-4426			REQUISITION DATE: 6/26/2025	
Fax: (406) 245-8387			DATE REQUIRED: 7/11/2025	
			REFERENCE:	
			BUYER:	
			AWARD NUMBER:	

Line	Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
1	1	EA		MINI X FOR LG	2894.000.000.410130.790	68,094.49	68,094.49	0.00	0.00
SAFMR LEG/EXEC CONTRIBUTIONS									

Internal Notes:

APPROVAL SIGNATURES:



Sub-Total: 68,094.49

Freight: 0.00

Tax: 0.00

Total Amount: 68,094.49

NOTES:

FILE COPY



Tractor & Equipment
PO Box 58201
Tukwila, WA 98138-1201
MT - (406) 656-0202

SALES INVOICE

Invoice Number	Invoice Date	Customer Number
B3804201	05/02/2025	9100069
PO Number		Page
		Page 1 of 2
To View & Pay Online Go To:		MyTractorandEquipment.billtrust.com
Use this Enrollment Code:		XTW LVS LFX

SOLD TO

BIG HORN CO ROAD DEPT
PO BOX 334
HARDIN MT 59034-0334

SHIP TO

QUOTE # 312689
ANB

Document Number	Doc Date	Customer Number	Model	Customer Equipment No.
B38042	05/02/2025	9100069	304 CRCB	
Make	Machine ID	Serial Number	Meter Reading	Ship Via
AA	24G0953	AN405625	.00	

Quantity	Item	N/R	Description	Stocked	Unit Price	Extended Price
----------	------	-----	-------------	---------	------------	----------------

CUSTOMER CONTACT: QUINCEY DABNEY DS17121BL10

EQUIPMENT SALE

CATERPILLAR MODEL 304 CRCB
304 CRCB

1	ID NO: 24G0953	SERIAL NO: AN405625				68,094.49
		PIN: *CAT00304JAN405625*				
	610-5465	304 07A MHE CFG14A				
1	542-6668	BOOM, SWING				
1	542-6690	CAB, WITH HEAT AND A/C				
1	557-1709	SOFTWARE, PROPORTIONAL CONTROL				
1	557-1710	SOFTWARE, STICK STEER CONTROL				
1	557-1711	SOFTWARE, 2 WAY CONTROL				
1	557-1713	SOFTWARE, CODED START				
1	577-9914	304 07A MINI EXCAVATOR				
1	542-6655	UNDERCARRIAGE AR				
1	577-9915	HYDRAULIC OIL, STD				
1	577-9916	HYDRAULIC AR				
1	624-4514	FILM GP-QR				
1	579-8852	ALARM, TRAVEL				
1	579-8858	ELECTRICAL ARR, C1.7 HRC				
1	584-4307	LINKAGE BUCKET W/LIFTING EYE				
1	595-9912	HYDRAULIC OIL				
1	600-4380	HOLDER, GREASE GUN				
1	611-2419	ENGINE, EPA TIER 4 FINAL				
1	0P-9003	LANE 3 ORDER				
1	596-7607	STICK, LONG, 1- AUX, ANGLE BLD				
1	542-6682	LINES, BOOM				
1	584-3655	LINES, STICK				
1	542-6699	TRACK, 14", RUBBER BELT				
1	579-8868	LIGHTS, LED				
1	510-6085	BELT, SEAT, 3" RETRACTABLE				
1	639-4462	INTEGRATED RADIO V2				
1	579-8857	MONITOR NEXT GEN, ADVANCED				
1	628-8005	PRODUCT LINK, CELLULAR PL243				
1	522-6460	CAT KEY, WITH PASSCODE OPTION				
1	586-1369	COUNTERWEIGHT, EXTRA, 500LBS				
1	597-0754	BLADE, ANGLE, BOCE				
1	595-7029	INSTRUCTIONS, ANSI				
1	421-8926	SERIALIZED TECHNICAL MEDIA KIT				
1	579-8870	LIGHTS, LED, REAR				
1	579-8892	CAMERA, REAR VIEW				
1	428-7870	MIRROR, CAB, RIGHT				



Tractor & Equipment
PO Box 58201
Tukwila, WA 98138-1201
MT - (406) 656-0202

SALES INVOICE

Invoice Number	Invoice Date	Customer Number
B3804201	05/02/2025	9100069
PO Number		Page
		Page 2 of 2
To View & Pay Online Go To:		MyTractorandEquipment.billtrust.com
Use this Enrollment Code:		XTW LVS LFX

Quantity	Item	N/R	Description	Stocked	Unit Price	Extended Price
1	519-8302		WATER JACKET HEATER, 120V			
1	584-4312		CONTROL, QC, 3 LINE			
1	586-0420		LINES, QC, LNG STK, 3 LINE			
1	0P-2266		SHIPPING/STORAGE PROTECTION			
1	0P-4299		PACKING, LAST MILE PROGRAM			
1	589-8470		THUMB, HYD + COUPLER, PG, HYD, 3T			
1	464-9904		BUCKET-HD, 24", 4.2 FT3, 3T			
1	ENG S/N J4N15926		MSO ATFMW			
1	BUCKET S/N A4251BK32018					
1	COUPLER S/N 3102319-33					
1	THUMB S/N A4252TH20351					

TERMS: NET DUE 10 DAYS FROM DATE OF INVOICE

Payment codes - Please contact the Credit Department if you see these on your statement:

CRBT - Unapplied customer payment.
CRLB - Unapplied customer payment received thru the lockbox.
CRKS - Unapplied customer check payment.
CRWT - Unapplied wire transfer payment.
CRCC - Unapplied credit card payment.

This Service is subject to all terms and conditions set forth in the Tractor and Equipment Co. Work Authorization, including LIMITED WARRANTY AND RELEASE and EXCLUSION OF LIABILITY set forth on the authorization.

TERMS: ALL PARTS AND SERVICE INVOICES ARE DUE THE 10TH OF THE MONTH FOLLOWING THE DATE OF PURCHASE.

Each payment or sum past due shall bear a late payment of 1.5% per month (APR 18%) or an amount not to exceed the highest rate permitted by law.



Pay this Amount	\$68,094.49
Amount Credit	

Please send remittance to Harnish Lockbox LB1208, PO Box 35144 Seattle, WA 98124-5144.

Merchandise cannot be returned for credit without our prior approval and only in accordance with our Parts Return Policy. A copy of the policy is available upon request.