

**BIG HORN COUNTY
BOARD OF COUNTY
COMMISSIONERS**

121 3rd St W
Room 301
Hardin, MT 59034



**BIG HORN COUNTY BOARD OF COUNTY
COMMISSIONERS MINUTES
October 16, 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, and Commissioner Vandersloot, member, were both in attendance. AJ Espinoza, Road Superintendent, Sheriff Middlestead, and Heather Ready, Deputy County Attorney, were also in attendance.

3. Claim Approvals

4. Approve Minutes and Supporting Documents

Commissioner Vandersloot entertained a motion to approve minutes of October 9, 2025. The motion was seconded by Commissioner Big Hair and passed unanimously.

5. Personnel/Legal

Termination

Commissioner Vandersloot entertained a motion to accept the recommendation for termination from Sheriff Middlestead. The motion was seconded by Commissioner Big Hair and passed unanimously.

6. Old Business

7. New Business

Interlocal with City of Hardin

Heather Ready, presents an interlocal agreement between Big Horn County and City of Hardin. Commissioner Vandersloot entertained a motion to approve the interlocal agreement. The motion was seconded by Commissioner Big Hair and passed unanimously.

Insurance Fees for use of County Facility

Heather Ready, has been updating the facilities and fairgrounds use agreement. There are no changes to the fees. The only change was the insurance requirements. Commissioner Vandersloot entertained a motion to approve the facility use agreement. The motion was seconded by Commissioner Big Hair and passed unanimously.

Bender Engagement Letter for Appraisal

Commissioner Vandersloot entertained a motion to approve the engagement letter with Matt Bender for an appraisal. The motion was seconded by Commissioner Big Hair and passed unanimously.

Weapons in County Buildings

Commissioner Vandersloot entertained a motion to approve resolution 2025-35, a resolution prohibiting weapons in certain Big Horn County offices and departments. The motion was seconded by Commissioner Big Hair and passed unanimously.

8. Public Comments

9. Discussion

AJ Espinoza, presents a purchase requisition for bridge planks.

10. Adjourn

There being no other business, the board adjourned.

Approved: 
Lawrence Big Hair, Presiding Officer

Attest: 
Peri Schenderline, Deputy Clerk & Recorder

**INTERLOCAL AGREEMENT BETWEEN BIG HORN COUNTY
AND THE CITY OF HARDIN
FOR THE FUNDING OF RENOVATIONS TO THE HARDIN DEPOT**

This Agreement [hereinafter Agreement] dated this 16th day of October, 2025, is made and entered into pursuant to the Montana Interlocal Cooperation Act [MCA § 7-11-101 et seq] between the City of Hardin, Montana [hereinafter Hardin], with a mailing address of 406 N. Cheyenne, Hardin, MT 59034 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].

Hardin has obtained a grant for renovations of the Hardin Depot, specifically replacement of roofing tiles, windows, and exterior paint.

Hardin has contributed \$9,000 towards the renovations.

The Hardin Chamber of Commerce & Agriculture has contributed \$1,700 towards the renovations.

County desires to support the renovations of the Hardin Depot by providing nine thousand dollars (\$9,000) [hereinafter Depot Funding] to Hardin.

The Parties agree that the Hardin Depot is an important historic landmark that is used for many community events, in addition to housing the Hardin Chamber of Commerce & Agriculture.

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

1. Duration

The term of this Agreement shall be six (6) months 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 Hardin with Depot Funding. Hardin agrees that the Depot Funding shall be used for renovations to the Hardin Depot, specifically replacement of roofing tiles, window, and exterior paint.

The Parties agree that Hardin shall use its best efforts to ensure that the contractor hired to perform the renovations to the Hardin Depot obtains labor and materials from sources within Big Horn County, when feasible.

4. Financing and Budgeting.

Hardin shall be responsible for hiring the contractor, managing the project, and supervising the renovations to the Hardin Depot. No separate budget is needed. County and Hardin will continue to operate and maintain their normal budgets.

5. Termination

This Agreement may be terminated if 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 city of Hardin.

7. 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.

8. No Attorney's Fees or Costs

Except as provided in Clause 16, 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.

9. 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.

10. No Assignment

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

11. 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.

12. Amendment

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

13. 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

Hardin: City of Hardin
406 N. Cheyenne
Hardin, Montana 59034

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

14. 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.

15. Equal Parties

County and Hardin 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.

16. Indemnification

Hardin 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 renovation of the Hardin Depot.

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

17. Insurance

Hardin agrees to ensure that the contractor hired to complete the renovations to the Hardin Depot has either Workers' Compensation Coverage or an Independent Contractor Exemption Certificate. Hardin agrees to ensure that the contractor has adequate insurance coverage for bodily injury, personal injury, and property damage.

18. 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.

19. 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 16th day of October 2025.

Big Horn County by its Board of Commissioners

L. Bird
Lawrence Big Hair, Presiding Officer

George Real Bird III, Member

L. Vandersloot
Larry Vandersloot, Member

ATTEST:

Peri Schenderline
Peri Schenderline, Deputy Clerk & Recorder

Dated this 21st day of October 2025.

City of Hardin

Joe Purcell
Joe Purcell, Mayor



ATTEST:

Andrew Lehn

____ Facilities Manager
____ County Sanitarian
____ Commissioners' Administrative Assistant
____ Accountant
____ County Attorney's Office

For County Use Only

**BIG HORN COUNTY FACILITIES AND FAIRGROUNDS
EVENT USE AGREEMENT**

NAME OF EVENT: _____
DATE (S) OF EVENT: _____
TIMES OF EVENT: _____

NAME: _____ PHONE: _____
CONTACT PERSON: _____ CELL: _____
ADDRESS CITY/ST/ZIP: _____
EMAIL: _____

FACILITIES TO BE USED: _____

DESCRIPTION OF EVENT: _____

SET UP DATES & TIMES: _____
TEAR DOWN DATES & TIMES: _____
SETTLEMENT DATE & TIME: _____

SPECIAL TERMS OR REQUIREMENTS: _____

This USE AGREEMENT [hereinafter AGREEMENT] made _____
_____, 202_____ between Big Horn County, a political subdivision of the State of Montana,
P.O. Box 908 Hardin, MT 59034, hereinafter designated "COUNTY" and the entity whose name
is set forth above, hereinafter designated "USER". NOTE: This AGREEMENT is VOID if not
fully executed by _____. In consideration of the mutual
performance of the agreements herein and payment of the specified amounts, COUNTY allows
USER, for the period stated herein, the right to occupy and use the FACILITIES listed herein,
subject to the Big Horn County Facilities and Fairgrounds Event Use Terms and Conditions, which
is attached as Attachment A. USER acknowledges that they have received, and agree to be bound
by the terms of, the Big Horn County Facilities and Fairgrounds Event Use Terms and Conditions
(Attachment A) and the Facilities Event Checklist (Attachment B), which are incorporated by
reference.

User Initials: _____.

Facility	Unit/Days*	Total (Days, animals, etc.)**	Rate	Total to be Paid	Deposit	USER Initial-indicating usage
Arena and Bleachers, including use of PA	Minimum of three days		\$300.00 per day		\$250.00	
Under the Grandstands, including use of kitchen and PA	Minimum of three days		\$250.00 per day		\$250.00	
Dennis Wacker Pavilion	Per day		\$200.00 per day		\$250.00	
Barn Stalls (if entire barn is not rented)***	per animal per stall per day		\$15.00 per day per animal per stall		\$5.00 Cleaning fee per stall	
Large Barn	Per day		\$200.00		\$250.00	
Small Barn	Per day		\$200.00		\$250.00	
RV parking with electrical	Per day		\$15.00			
Big Horn Center (County Use Only)	Per day					
Totals						

* A day is the period of time between any midnight and the midnight following or any part thereof.

**Set up days and tear down days will be charged at the per day rate for the usage.

*** Includes water for animals, use of bathroom and showers and hauling of manure if placed in a pile near dumpster by USER. If individual stalls are being used (not part of a larger event), a waiver may be signed in place of this Use Agreement.

IN WITNESS WHEREOF, the parties have agreed to these terms on the dates indicated below.

User Signature: _____ Date: _____

Print Name: _____

BOARD OF COMMISSIONERS
BIG HORN COUNTY

_____, Presiding Officer Date: _____

DEPOSIT PAID (Cash or money order only): _____ DATE PAID: _____

User Initials: _____.

ATTACHMENT A
BIG HORN COUNTY FACILITIES AND FAIRGROUNDS
EVENT USE AGREEMENT TERMS AND CONDITIONS

1. PAYMENT- USER shall pay any required deposit and all fees at least two (2) weeks prior to the event.
2. FEE WAIVER- COUNTY may waive fees for COUNTY business and for 4-H meetings. COUNTY will not waive fees for any events, including charitable events, for which tickets are sold.
 - a) Check one of the following:
☐ Fees have been waived
☐ Fees have not been waived
3. CANCELLATION - It is agreed by both USER and COUNTY that this AGREEMENT shall not be cancelled without good cause due to (a) emergency, including, but not limited to, the use of the FACILITIES as an emergency shelter, as determined necessary by the COUNTY, (b) fire, (c) casualty, (d) acts of God, (e) strikes, or (f) other cause beyond the control of COUNTY. In the event of a cancellation for good cause, this AGREEMENT shall terminate, and USER hereby waives any claim against COUNTY, its attorneys, elected officials, employees and agents. Any unearned portion of the fees which has been paid, shall be promptly refunded by COUNTY to USER. In the event of a concert cancellation, COUNTY will assess the promoter three percent (3%) of the ticket sale gross to cover the refund costs. This will be in addition to the three percent (3%) box office fee.
4. ASSIGNMENT - USER shall not assign this AGREEMENT or sublet any part of the FACILITIES without the written consent of COUNTY (this DOES NOT apply to USER's exhibitors). The USER (including it's employees, agents, and volunteers) is an independent contractor and not the agent or employee of the COUNTY.
5. TERMINATION - It is agreed that if USER defaults by not paying or performing its obligations under this agreement, USER authorizes and fully empowers COUNTY to immediately re-enter and take possession of the FACILITIES, without notice, and to use any means reasonably necessary to remove all persons and their property from the FACILITIES. If USER defaults, COUNTY may terminate this AGREEMENT or at COUNTY's election, pursue any other remedy provided by law, including specific performance. In the event an action is filed in any Court to enforce the provisions of this Agreement, each party shall pay for its own attorney's fees and expenses.
6. INSURANCE-The amount of insurance required depends on the type of event. USER agrees that its insurance shall be the primary insurance for any incidents arising out of USER's use of the facilities, as set forth in this Agreement. USER understands that should USER misrepresent the type of event to be held to avoid being required to obtain insurance, USER

User Initials: _____.

shall be in default and COUNTY may terminate the Agreement, as provided in Clause 5 (e.g. USER serves alcohol when USER signed an Agreement for a Small Event).

Check one of the following:

- ☐ Large Event
- ☐ Midsized Event
- ☐ Small Event

- a) LARGE EVENTS- Large Events include, but are not limited to, for-profit events, concerts, rodeos, demolition derbies, horse clinics, events involving livestock, motorized vehicles, and trade shows. USER shall deliver to COUNTY at least ten (10) days prior to the move in day a Certificate of Insurance and an Endorsement naming COUNTY as an additional insured with respect to any and all claims arising out of USER's operations during its use of the FACILITIES. COUNTY reserves the right to require complete copies of insurance policies at all times. The policy of insurance will be endorsed to provide COUNTY a five (5) day notice of cancellation. USER shall maintain, at its expense, the following insurance during the period of use (including move in and move out days):
- i. General liability insurance naming COUNTY as additional insured against liability for damages for bodily injuries, including death, products, completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00) in the aggregate arising from incidents.
 - ii. Insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the engagement by USER, USER'S agents, employees, representatives, assigns, sub-contractors or participants. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better.
 - iii. Workers' Compensation: USER is required to maintain workers' compensation insurance or an independent contractor's exemption issued by the Montana Department of Labor covering the USER and/or employees, including volunteers.
- b) MIDSIZED EVENT-Midsized events include, but are not limited to, banquets, benefits, craft fairs, and non-profit events for which tickets are sold or at which goods or food are sold. Events limited to one facility and events held exclusively indoors under the Grandstands are usually Midsized Events (200 attendees, or less). USER shall deliver to COUNTY at least ten (10) days prior to the move in day a Certificate of Insurance and an Endorsement naming COUNTY as an additional insured with respect to any and all claims arising out of USER's operations during its use of the FACILITIES. COUNTY reserves the right to require complete copies of insurance policies at all times. The policy of insurance will be endorsed to provide COUNTY a five (5) day notice of cancellation. USER shall maintain, at its expense, the following insurance during the period of use (including move in and move out days):
- i. General liability insurance naming COUNTY as additional insured against liability for damages for bodily injuries, including death, products, completed

operations and property damages in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000) for each claim and Five Hundred Thousand Dollars, (\$500,000) in the aggregate arising from incidents.

- ii. Insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the engagement by USER, USER'S agents, employees, representatives, assigns, sub-contractors or participants. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better.
 - iii. Workers' Compensation: USER is required to maintain workers' compensation insurance or an independent contractor's exemption issued by the Montana Department of Labor covering the USER and/or employees, including volunteers.
- c) INSURANCE WAIVED SMALL EVENT- No insurance is required for community events and meetings to which no tickets are sold and at which no food or goods are sold (e.g. 4-H meetings, committee meetings, amateur sporting events). USER also does not have to obtain insurance for private parties and events (100 or less attendees) to which an open invitation to the public is not extended, individuals are not paid to work, and no alcohol is served.
7. INDEMNIFICATION-USER shall defend, indemnify and hold harmless COUNTY from any and all claims, demands, obligations, causes of action and lawsuits and all damages and liabilities, fines, judgments, costs (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents which involve the USER'S use of the FACILITIES and occur during the period of the use (including move in and move out days). The indemnification and defense obligations under this paragraph of this AGREEMENT shall not be limited by any assertion or finding that COUNTY is liable for any damages by reason of a non-delegable duty. Any and all duties to insure or indemnify under this AGREEMENT shall survive this AGREEMENT.
8. COUNTY ACCESS - USER agrees that authorized agents of the COUNTY shall at all times, without interruption, have free access to the FACILITIES used under this Agreement. This right of inspection, however, does not create a specific duty by COUNTY to conduct such inspection. Furthermore, inspections performed by COUNTY and any change orders or recommendations resulting therefrom are not to be interpreted as a warranty for fitness or safety by virtue of COUNTY'S inspection.
9. LAWS, REGULATIONS, CHOICE OF LAW AND VENUE - USER agrees to comply with all federal, state, and local laws, and COUNTY rules and policies during the term of the use, and to pay all taxes imposed by law in connection with its use and occupancy the FACILITIES. Specifically, without limiting the foregoing, the Parties each respectively understands that they are bound by 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, and 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules.

10. **FOOD & DRINK**—A temporary food event permit is required to sell and/or serve food and drink. A temporary food event permit is not required for sales from permitted food trucks. USER will not allow the sale or distribution of any food or beverage items by any parties other than those to whom the COUNTY has given its written consent. USER shall comply with all the laws, statutes, and regulations regarding food safety. Further information may be found at: <https://dphhs.mt.gov/publichealth/EHFS/RetailFood/index>

Furthermore, USER accepts full responsibility and agrees to hold COUNTY, its attorney's elected officials, agents, employees, and/or representatives harmless and free from any/all loss or liability arising from incidents relating to the handling, serving, and consumption of all food items brought into the FACILITY by USER for its event. Sufficient space must be allowed to access all Fairground concession stands.

No alcohol is allowed in the Big Horn Center or the courtyard. If USER desires to sell, distribute, provide or serve all alcoholic beverages in allowed locations including beer, wine, and liquor in any venues USER shall provide two weeks' notice for these services and shall adhere to the Montana Law, Montana Liquor Control Commission regulations, COUNTY's rules and policies and any ordinances of the City of Hardin.

11. **SIGNAGE & ADVERTISING**- USER agrees that no advertising shall be posted, distributed, or announced over any loudspeaker in or about the FACILITIES without the prior written permission of the Big Horn County Commissioners. USER agrees to abide by all applicable provisions of exclusive sale, signage, and advertising contracts COUNTY may have with third parties and all COUNTY policies. USER will not cover, block or remove any existing signage placed by COUNTY.
12. **FIRE, PYROTECHNICS, AND DANGEROUS ACTIVITIES** – USER agrees not to allow any acts to be performed in or anything to be brought onto or into the FACILITIES which will endanger persons or property. USER is responsible for payment of Fire Marshall, if required, due to pyrotechnics at the Fairgrounds. USER agrees it will not stage any act or performance involving fire or flame or use any combustible decorative materials without the prior inspection and approval of the Fire Chief of the City of Hardin.

USER agrees that it will not use confetti cannons, or other items that can propel combustible materials onto lighting, generating smoke, and triggering the smoke alarms in the Big Horn Center. USER agrees that it will not use smoke bombs in or about the FACILITIES.

13. **ALTERATIONS** - No alterations, additions or improvements shall be made by USER except with the written consent of COUNTY. No holes shall be bored, cut or otherwise made, nor shall any nails, screws, bolts or fastenings be driven in the floors, walls, ceilings, columns or any other part of the buildings.
14. **VENDORS** - Within the used FACILITIES, COUNTY will not permit the sale of commercial space to any vendor other than those who have purchased space from the USER. The only exceptions are: (a) Those vendors (or products) covered by prior contracts such as (naming

rights); (b) COUNTY reserves the right to sell COUNTY souvenirs. The USER shall pay the COUNTY a percentage of thirty-five percent (35%) of gross for the sale of USER'S T-shirts, programs, novelties and other souvenirs and thirty-five percent (35%) of gross for sale of electronic media. The USER shall not sell or cause to be sold any such products in or about the described facilities except on terms and conditions established or agreed to by the COUNTY.

15. **TICKETS & CREDIT CARDS** - USER agrees that they will not distribute, or permit to be distributed, tickets in excess of seating capacity, or admit a larger number of persons than can safely and freely move about in the space contracted for, and the decision of the Board of Commissioners of Big Horn County in this respect shall be final. COUNTY shall receive from USER six (6) complimentary tickets to the event(s) situated in a suitable and reasonable location.
16. **TELEVISED or BROADCAST EVENTS** - USER shall not televise or broadcast USER's event without the written approval of the Board of County Commissioners of Big Horn County. If USER desires to televise or broadcast, by internet or otherwise, its event(s), USER agrees to pay COUNTY an additional fee of five hundred dollars (\$500.00) or ten percent (10%) of the consideration received by the USER, whichever is greater, and in addition thereto to pay all cost in connection with televising or broadcasting of the event.
17. **OTHER EVENTS** - USER understands and agrees that during the term of this contract other events may be held in other parts of the Fairgrounds or in other nearby facilities not included in this agreement, and USER shall so conduct its activities so as not to interfere with such other events.
18. **COPYRIGHTED MATERIAL** - USER and its representatives warrant that all copyrighted material to be performed at above-described event has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold COUNTY harmless from any and all claims, losses, or expenses incurred with regard thereto. The USER shall furnish to the COUNTY a copy of said License thirty (30) days prior to the event.
19. **OUTSIDE COMMERCIAL SPACE** - Unless otherwise stated in this AGREEMENT, a use agreement requiring commercial space on the outside of the FACILITIES at the Fairgrounds, shall include only that space adjacent to the building out to the outer edge or drip line of the roof. Grass areas for commercial space are not included in any agreement unless specifically stated. Damage to grass, walkways or landscaping shall be the responsibility of the USER and repair shall be billed on the basis of time, material and labor needed for repair.
20. **DAMAGE DEPOSIT AND RETURN OF KEY FOB** - The damage deposit will be returned to USER within thirty (30) days of the end of use (including move in and move out days or by a time limit mutually agreed upon, less any damage cost done to the building(s)) as a result of the use. Damage will be charged at replacement cost plus labor. If USER has received a key fob to access the Big Horn Center, the key fob must be returned within twenty-four (24) hours after USER vacates the facilities to COUNTY'S representative who is present at the event. If a COUNTY representative is not present, USER may contact Paul Wagenaar at (406) 679-

5662 or Meghan Barnes at (406) 679-2042 to return the key fob. If USER fails to return the key fob within twenty-four (24) hours, COUNTY shall subtract the cost of replacing the key fob from USER'S damage deposit.

21. FAIRGROUNDS ON GROUNDS CAMPING - COUNTY shall be responsible for all camper fee collection. 'Camping Permit' window cards will be available. USER will be informed of non-permitted RV's.
22. PARKING LOTS - Exclusive control of all parking is reserved expressly to the COUNTY. Parking lots and/or areas used for Trade Shows or Commercial space shall be negotiated depending on the area needed, power needs, etc. NO overnight parking will be permitted. All towing will be at the vehicle owner's expense.
23. ACCEPTABLE USE OF INTERNET – USER may only use COUNTY's Public Access Network for lawful purposes. COUNTY reserves the right to deny, suspend or revoke access to any internet services provided by COUNTY when COUNTY determines that the internet access has been used unacceptably, whether such use was made by USER, USER's agents, promoters, employees, exhibitors, customers or third parties. Some examples of unacceptable uses include, but are not limited to, password cracking, security scanning, use of profanity, use of offensive material, "spamming" (e.g., sending bulk unsolicited commercial emails), uploading or downloading illegal, copyrighted or licensed material, any use of the services that affects the services to COUNTY Public Access users, or which affects the performance of COUNTY's Public Access Network. Transference of any information in violation of any Federal, State or Local laws is forbidden. COUNTY prohibits the use of its FACILITIES and internet services for the reproduction, dissemination, storage or handling, in any way, malicious, obscene or pornographic material, or any other data which COUNTY deems unacceptable.
24. RISK OF LOSS - USER agrees that the risk of loss or damage to any of its property, or the property of any USER's parties or agents, including loss or damage the result of theft, fire, water damage, failure of COUNTY systems or any other man-made or natural causes and occurrences shall be borne by USER. USER shall carry insurance on such property as USER elects, and USER shall look only to such insurance in the event of any loss or damage to any of its property or the property of USER's parties or agents.
25. FORCE MAJEURE – Except as provided for in Clause 3 hereof, neither party to this AGREEMENT shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by unforeseen conditions beyond its reasonable control, including but not limited to Acts of God, fire, flood, tornados, earthquakes, acts of war, acts of terrorism, labor disputes, intervention of any governmental authority, ("Force Majeure").
26. PROMOTION – USER - (including USER's promoters and agents), agree to reference the FACILITIES, for promotional purposes, as the BIG HORN COUNTY FAIRGROUNDS or the LITTLE BIG HORN CENTER, as applicable.

27. TIME IS OF THE ESSENCE - Time shall be of the essence regarding this USER agreement, and the time granted shall not be extended for the occupancy or use of the FACILITIES or for the installation or removal of equipment without prior written agreement. All additional time shall be paid for according to the schedule of fees as established from time to time by COUNTY.
28. ENTIRE AGREEMENT - This AGREEMENT constitutes the entire agreement between the parties, and no statement, promises, or inducements made by either party or their respective representatives that are not contained in this contract shall be valid or binding. This AGREEMENT shall not be modified except by written documents signed by both parties to this Agreement.
29. NOTICES - Any written notices required or permitted under or related to this contract shall be sufficiently made or given if delivered personally or mailed by certified mail, return receipt requested to the appropriate recipient at their address specified in this contract.
30. RIGHT OF FIRST REFUSAL FOR FUTURE DATES – USER shall have an exclusive right of first refusal for a period of thirty (30) days to request to schedule an event for during a time period that begins fifty-one (51) weeks to fifty-three (53) weeks after the end of the event (including move in and move out days) provided for in this AGREEMENT [hereinafter REFUSAL PERIOD]. The RIGHT OF FIRST REFUSAL must be exercised by providing a notice of exercise in writing which must be received by COUNTY before the REFUSAL PERIOD expires. This RIGHT OF FIRST REFUSAL is not assignable. Nothing herein shall be construed to require COUNTY to allow USER to schedule a future event. A nonrefundable deposit equal to the amount of _____ will be required with the notice of exercise, provided, however, the amount of deposit for the RIGHT OF FIRST REFUSAL may be used for the deposit or use fee that is in effect when the future event occurs. Exercise of the RIGHT OF FIRST REFUSAL does not guarantee that the fees for the future event will be the same as those for the event provided for in this AGREEMENT. The fees to be charged, the deposits to be made and the terms of use for the FACILITIES for the future event will be set by COUNTY no later than one (1) month prior to the beginning of the future event.
31. BINDING ON SUCCESSORS, ASSIGNS, EXECUTORS AND HEIRS – This Agreement is binding upon the heirs, assigns, successors, executors of each of the parties as if in each case particularly mentioned.

ATTACHMENT B
Facilities Event Checklist Return

- € Submit signed Agreement and all deposits and fees (no later than 2 weeks prior to beginning of event). For events at the Big Horn County Fairgrounds, submit the Agreement, deposit, and fees to Meighan Barnes (406)679-2042, mbarnes@bighorncountymt.gov. Failure to meet deadline subjects facility to rental by another which subsequent rental will not be subject to the deadline set forth in paragraph.
- € Submit a Certificate of Insurance and an Endorsement Form naming Big Horn County as additional insureds for Large and Midsized Events. If your event uses volunteers, please provide Workman's Comp Certificate proving coverage of all volunteers. (email to pschenderline@bighorncountymt.gov or submit with contract to Meighan Barnes)
- € Send Completed W-9 (email to mopie@bighorncountymt.gov, mail with Agreement, or fax to (406)665-9884)
- € Contact Paul Wagenaar to go over logistics and equipment needs for events at the Big Horn County Fairgrounds. (406)679-5662
- € Contact Meighan Barnes to obtain a key fob and go over logistics for events at the Big Horn Center. (406) 679-2042
- € Contact Megan Spry, Big County Director of Environmental Health, to obtain a temporary food event permit if food and/or beverages will be sold or served (including catering and outside food vendors). mspry@bighorncountymt.gov (406)665-8720 or (406) 366-0807
- € For ticketed events or those charging admission, contact Box Office Manager, Mike Opie, (406)665-9884, mopie@bighorncountymt.gov

Matt Bender

Certified General Real Estate Appraiser and Consultant
1004 Division St.
Billings, MT 59101
(406) 670-6841

10/9/2025

To: Big Horn County Board of Commissioners
c/o Peri Schenderline, Administrative Assistant
Room 302, Big Horn County Courthouse
121 W. 3rd, Hardin, MT 59034

RE: The appraisal of the following property:

Lot 2B, Amended Tract 2 of Amended C.O.S. 147, Westlich-Heimat Subdivision, 3rd Filing Amended, City of Hardin, Big Horn County, MT

Dear Commissioners:

Per the previous discussion regarding your need for appraisal services on the above-referenced property located in Hardin, Mont., I'm pleased to have the opportunity to provide my services. Upon execution, this letter will constitute an engagement between me and the client, Big Horn County, to perform an appraisal on the above-stated real property.

I will provide an Appraisal Report utilizing those approaches (Cost, Income Capitalization, or Sales Comparison) that are most appropriate for the property being appraised. The fee for the service will be \$2,000, due upon delivery of the completed report.

I anticipate starting the appraisal process with a viewing of the property during the month of October 2025 and delivering the completed report to you approximately on or before October 31, 2025.

The purpose of the appraisal is to determine the fair market value of the property. The intended use will be to aid or support decisions related to purchasing the property. The property rights appraised are the fee simple estate. The effective date of the report will be the day I view the property. The intended users of the appraisal report will be appropriate Big Horn County officials, and the report is intended for their sole and exclusive use.

The report may not be distributed to or relied upon by other unintended users, persons or entities nor shall any entity/person not named as an intended user in the report infer that they are an intended user. The depth of discussion is specific to your needs and for the intended use. The appraiser is not responsible or liable for any unauthorized use of the report. The appraisal will be prepared in accordance with USPAP and the needs of the client, Big Horn County.

Please understand the terms, provisions, and conditions contained within the body of this letter, together with your additional instructions, will constitute our agreement regarding the appraisal or the above-referenced property. If this letter is acceptable, **please endorse and return a copy of this letter** confirming this arrangement. I will proceed with the assignment when I receive written confirmation.

Thank you for this opportunity, and I look forward to working with you. If you have any questions, please feel free to contact me at 406-670-6841 or my email address at M.L.Bender24@gmail.com.

Respectfully submitted,



Matt Bender
Certified General Real Estate Appraiser
State Of Montana License No. REA-RAG-LIC-9279

Acceptance of Engagement Letter

By: _____ Date: _____
Commissioner George Real Bird III, Member

By:  _____ Date: 10/16/25
Commissioner Larry Vandersloot, Member

By:  _____ Date: _____
Commissioner Lawrence Pete Big Hair, Presiding Officer

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2025- 35

PREAMBLE:

A Resolution prohibiting weapons in certain Big Horn County departments and offices.

RECITALS:

Pursuant to MCA 45-8-351(2)(a), a county has power to prevent and suppress the carrying of unpermitted concealed weapons or the carrying of unconcealed weapons to a publicly owned and occupied buildings under its jurisdiction.

Pursuant to MCA 45-8-328(1), except for a person issued a permit pursuant to MCA 45-8-321 or a person recognized pursuant to MCA 45-8-329 a person commits the offense of carrying a concealed weapon in a prohibited place if the person purposely or knowingly carries a concealed weapon in: portions of a building used for state or local government offices and related areas in the building that have been restricted.

LR 130, which became effective on June 1, 2021, extended permitless concealed carry to any person who is eligible to possess a firearm under state or federal law. Counties retain the authority to restrict permitless carrying of weapons in portions of government buildings used for government offices. Counties may only restrict permitted concealed weapons in detention facilities, secure areas of a law enforcement facility, or an area of a courthouse used by court personnel.

The Montana Twenty-Second Judicial District Court courtroom and district court judicial offices are located on the second floor of the Big Horn County Courthouse. The second floor of the Big Horn County Courthouse also holds the Big Horn County Justice Court courtroom and offices of the Justice of the Peace.

The Big Horn County Detention Center is located on the first floor of the Big Horn County Courthouse.

The Big Horn County Sheriff's Department is located in the Big Horn Center, 317 N. Custer, Hardin, MT 59034.

Law enforcement, detention officers, judicial officers and court personnel may be subject to attack or reprisal as they routinely interact with people involved in highly emotional domestic and criminal matters.

THEREFORE:

The Board of Commissioners, Big Horn County, Montana, hereby resolves that all persons, with the exception of law enforcement, are prohibited from carrying weapons, including permitted concealed carry firearms, in the Big Horn County Detention Center; Sheriff's Office; Twenty-Second Judicial District Court courtroom and associated judicial office; and the Big Horn County Justice Court and associated judicial offices.

The Board further resolves that if a provision of this resolution conflicts with a provision of a previously adopted resolution, this resolution will prevail.

The Board further resolves that if any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held to be invalid or unconstitutional, it shall not affect the validity of the remaining portions of this resolution.

EFFECTIVE:

This Resolution shall be immediately effective.

ENACTED:

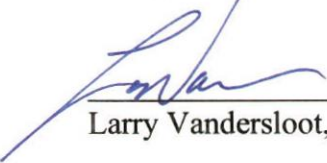
This 16th day of October, 2025, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA



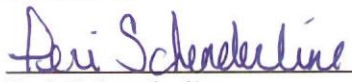
Lawrence Big Hair, Presiding Officer

George Real Bird III, Member



Larry Vandersloot, Member

ATTEST:



Peri Schenderline
Deputy Clerk and Recorder