

BIG HORN COUNTY BOARD OF COUNTY COMMISSIONERS

121 3rd St W
Room 301
Hardin, MT 59034



Members

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

BIG HORN COUNTY BOARD OF COUNTY COMMISSIONERS MINUTES May 25, 2023 9:00 AM

1. Roll Call

Commissioner Real Bird, Presiding Officer, Commissioner Vandersloot, member and Commissioner Big Hair, member were all in attendance.

2. Call to Order

Commissioner Real Bird, Presiding Officer calls meeting to order.

3. Claim Approvals

Commissioner Vandersloot entertained a motion to approve claims 1261. The motion was seconded by Commissioner Big Hair and passed unanimously.

4. Approve Minutes and Supporting Documents

Commissioner Vandersloot entertained a motion to approve the March minutes. The motion was seconded by Commissioner Big Hair and passed unanimously.

5. Personnel/Legal

6. Old Business

7. New Business

AWWA RFP

One RFP was received by Morrison Maeirly and will go under advisement with the County Attorney.

Board Appointment

Three people submitted a letter showing interest in the library board. Shirly Tschirgi, Mike Opie, and Bill Hodges. Commissioner Vandersloot entertained a motion to appoint Mike Opie to the Library Board. The motion was seconded by Commissioner Big Hair and passed unanimously. The board will readvertise for the tax appeal board, and the city-county planning board vacancies.

Ft. Smith Water Sewer District - Pipe upgrade

The Ft. Smith Water & Sewer district would like place new sewer lines in the Yellowtail subdivision and connect to the existing sewer. Commissioner Vandersloot entertained a motion to approve the resolution for the Ft. Smith Water Sewer District pipe upgrade. The motion was seconded by Commissioner Big Hair and passed unanimously.

Vermandal

Commissioner Vandersloot entertained a motion to approve the agreement with Ernest Vermandal on gravel. The motion was seconded by Commissioner Big Hair and passed unanimously.

Mutual Aid

Commissioner Vandersloot entertained a motion to approve resolution 2023-18 for Mutual Aid with surrounding counties. The motion was seconded by Commissioner Big Hair and passed unanimously.

Plenty Doors - Engineer

Moved to old business

Dust Pods

Commissioner Vandersloot entertained a motion to approve the blanket purchase agreement resolution 2023-19. The motion was seconded by Commissioner Big Hair and passed unanimously.

Drum Roller

AJ Espinoza, Road Superintendent, would like to rent a drum roller with the option of potentially buying it. The County Attorney joins the meeting and discussion over the agreement ensues. The attorney advises to sign the rental agreement, then go out to bid.

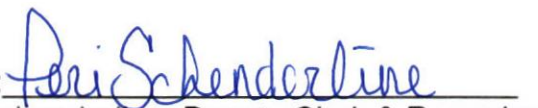
8. Public Comments

9. Discussion

10. Adjourn

There being no other business, the board adjourned.

Approved: 
George Real Bird III, Presiding Officer

Attest: 
Peri Schenderline, Deputy Clerk & Recorder

Cheryl Tacherggi applying
for the Library Board:

17 yrs teaching in Harden
Public School 17 H+1.

Mrs. Degree - Phone (406) 679-5488

May 2, 2023

Big Horn County
Board of County Commissioners
Po Box 908
Hardin, MT 59034

✓ MAY 2 '23 RCVD
LV LP GRB3

Re: Library Board

Dear County Commissioners:

My name is Michael Opie and I've been a resident of Hardin for several years. I've recently purchased a home in the city of Hardin and in doing so, I have a newly found interest with the on goings in my community. With that being said, I would love to be considered for serving on the library board.

Thank you for your time and consideration,



Michael Opie

APR 28 '23 RCVD
LV LP GRB3

April 21, 2023

Board of Big Horn County Commissioners
P.O. Box 908
Hardin, MT 59022

Re: Big Horn County Library Board Vacancy

Dear Big Horn County Commissioners:

I am requesting appointment to the Big Horn County Library Board. I have been a resident of Big Horn County for approximately 40 years. In that 40 year tenure I have been active in multiple community service organizations for improvement of Big Horn County growth and development.

Before my retirement in fall of 2022, I was employed with the Big Horn Hospital Association for 30 years, and served as the Public Health Director for 27 years.

I would be available for further discussion of my qualifications, per your discretion.

Cordially,



Bill Hodges

1-406-998-7476

Cc Ray Dale/Library Director



Agreement

This Agreement made this 25 day of May 2023 by and between Big Horn County, Montana, a political subdivision of the State of Montana with a mailing address of P.O. Box 908, Hardin, MT 59034 [hereinafter County] and Ernest E. Vermandel, as Trustee of the Vermandel Trust, of Rural Route 1 Box 45, Pompey Pillar, MT 59064-9704 [hereinafter Vermandel].

Recitals

- A. Vermandel owns a gravel pit; and
- B. Vermandel had a verbal agreement with the County by which the County would grade his road in exchange for gravel from Vermandel's gravel pit; and
- C. The parties desire to memorialize their oral agreement in writing.

Now therefore it is hereby agreed as follows:

1. **Description of Goods and Time of Delivery of Goods.** Vermandel agrees to provide the County with reasonable access to remove gravel from the gravel pit. Gravel will be removed by the County, as needed.
2. **Warranties.** Vermandel expressly warrants that it holds title to the gravel free and clear. Vermandel further specifically warrants that all taxes on the gravel have been paid.
2. **Reclamation.** Vermandel will pay for all costs of reclamation, if any.
3. **Road Grading.** The County shall grade Ten Mile Creek Road in exchange for gravel from the pit. The County shall grade Ten Mile Creek approximately once a month, or as often as the County Road Superintendent deems necessary.
4. **Place of Delivery and Times for Delivery.** Vermandel shall provide the County with a right-of-way to access the gravel pit. The County shall use its own trucks and equipment to remove and transport the gravel from the gravel pit. The County may access the gravel pit seven (7) days a week from the hours of 6:00 a.m. to 7:00 p.m.
5. **Nonexclusivity.** Nothing herein shall be construed to make this an exclusive agreement; County may purchase gravel from other suppliers and Vermandel may sell gravel to other purchasers.
6. **Certification of Signatories.** Each party hereby certifies that the individuals executing this Agreement on behalf of the respective parties are authorized to execute this Agreement on behalf of the respective party and all actions needed to perfect such authorization have been taken in full. All signatories further certify that all signatories needed are set forth below in the signature blocks.

7. **Termination.** This Agreement may be terminated by either party at any time by giving the other party notice thirty (30) days in advance. This Agreement shall terminate if the County is not able to obtain gravel from the pit.
8. **Entire Agreement.** This Agreement supersedes any and all other agreements, either written or oral, between the parties hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. This Agreement may be modified by the mutual agreement of the parties. Any such modification shall be reduced to writing and executed by the parties hereto.
9. **Notices.** All notices required under this Agreement shall be deemed to have been properly served if delivered in writing personally or by certified mail to the parties at their addresses set forth above. The date of service of the notice by mail shall be the date on which such notice is mailed.
11. **Assignment and Delegation** Vermandel shall not delegate its duties hereunder, subcontract or in any manner assign its rights hereunder without the written consent of County, which will not be unreasonably withheld.

SIGNING THIS DOCUMENT WILL COMMIT YOU TO CERTAIN LEGAL RESPONSIBILITIES. IF YOU HAVE ANY QUESTIONS YOU SHOULD CONSULT WITH AN ATTORNEY.

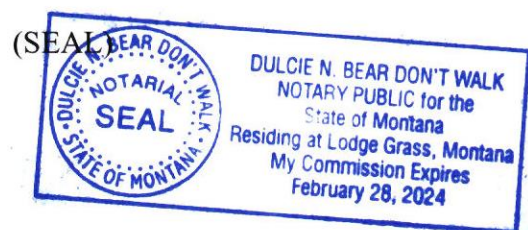
In Witness Whereof, the parties have executed this Agreement the day and year first above written.

Vermandel Trust

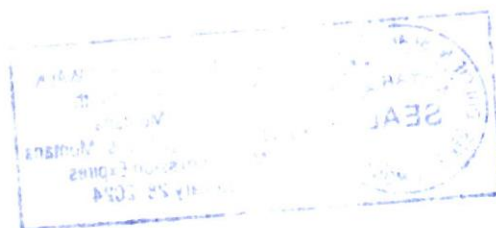
by Ernest Vermandel
its Trustee

STATE OF MONTANA)
 .ss
County of Big Horn)

This instrument was acknowledged before me on the 26th day of May 2023 by Earnest E. Vermandel as Trustee of the Vermandel Trust.



[Signature]
Notary Public for the State of Montana
Residing at Lodge Grass
My Commission expires: 2-28-24



Dated this 26th day of May 2023.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA

George Real Bird III
George Real Bird III, Presiding Officer


Larry Vandersloot, Member


Lawrence Big Hair, Member

Attest

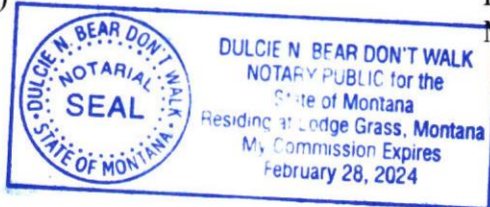
Dori Schenderline
Clerk and Recorder - Deputy

STATE OF MONTANA)
County of Big Horn).SS

This instrument was acknowledged before me on the 26th day of May, 2023 by George Real Bird III, Larry Vandersloot, and Lawrence Big Hair as Commissioners of Big Horn County, a political subdivision of the State of Montana.

Notary Public for the State of Montana
Residing at Lodge Glass

My Commission expires: 2-28-24





BOARD OF COUNTY COMMISSIONERS

COUNTY OF BIG HORN, MONTANA RESOLUTION 2023- 17

PREAMBLE:

The Fort Smith Water & Sewer District (the "District") intends to expand its wastewater plant. The Project includes placing new sewer mains throughout the Yellowtail Subdivision and the Fort Smith Trailer Park Subdivision (collectively the "Subdivisions"). The sewer mains will be placed in the streets and alleys of the Subdivisions and will connect to existing sewer. When the Subdivisions were platted, the streets and alleys were dedicated to the public. The dedications were accepted by Big Horn County. Site Plans for Yellowtail Subdivision and the Fort Smith Trailer Court Subdivision showing the locations of the proposed sewer improvements are attached as exhibit "A".

RECITAL:

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.

As prescribed and limited by law, the board of county commissioners has the jurisdiction and power to perform all other acts and things required by law which may be necessary to the full discharge of the duties of the chief executive authority of the county government, in accordance with MCA 7-5-2101(2).

The District relies upon Montana Code Annotated § 7-13-2219 (2021) in order to install the sewer mains in the streets and alleys of the Subdivisions. The statute provides:

Power to construct works across roads and other obstacles. The board of directors shall have power to construct works across any stream of water, watercourse, street, avenue, highway, railway, canal, or flume which the route of said works may intersect or cross; provided such works are constructed in such manner as to afford security for life and property; and said board shall restore the crossings and intersections to their former state as near as may be or in a manner not to have impaired unnecessarily their usefulness.

THEREFORE:

Big Horn County authorizes the District to install and maintain its sewer pipes and mains in the streets and alleys of the Subdivisions pursuant to Montana Code Annotated § 7-13-2219 (2021). Big Horn County grants the District access, over, above, across, under, and through the streets, alleys and parks in the Subdivisions and for ingress and egress to and from the Subdivisions for

the purposes of installing and maintaining the sewer pipes and mains, manholes, and any other structures associated with the sewer system.

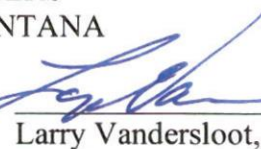
EFFECTIVE DATE:

This resolution shall become effective immediately.

Enacted:

This 25 day of May, 2023, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA

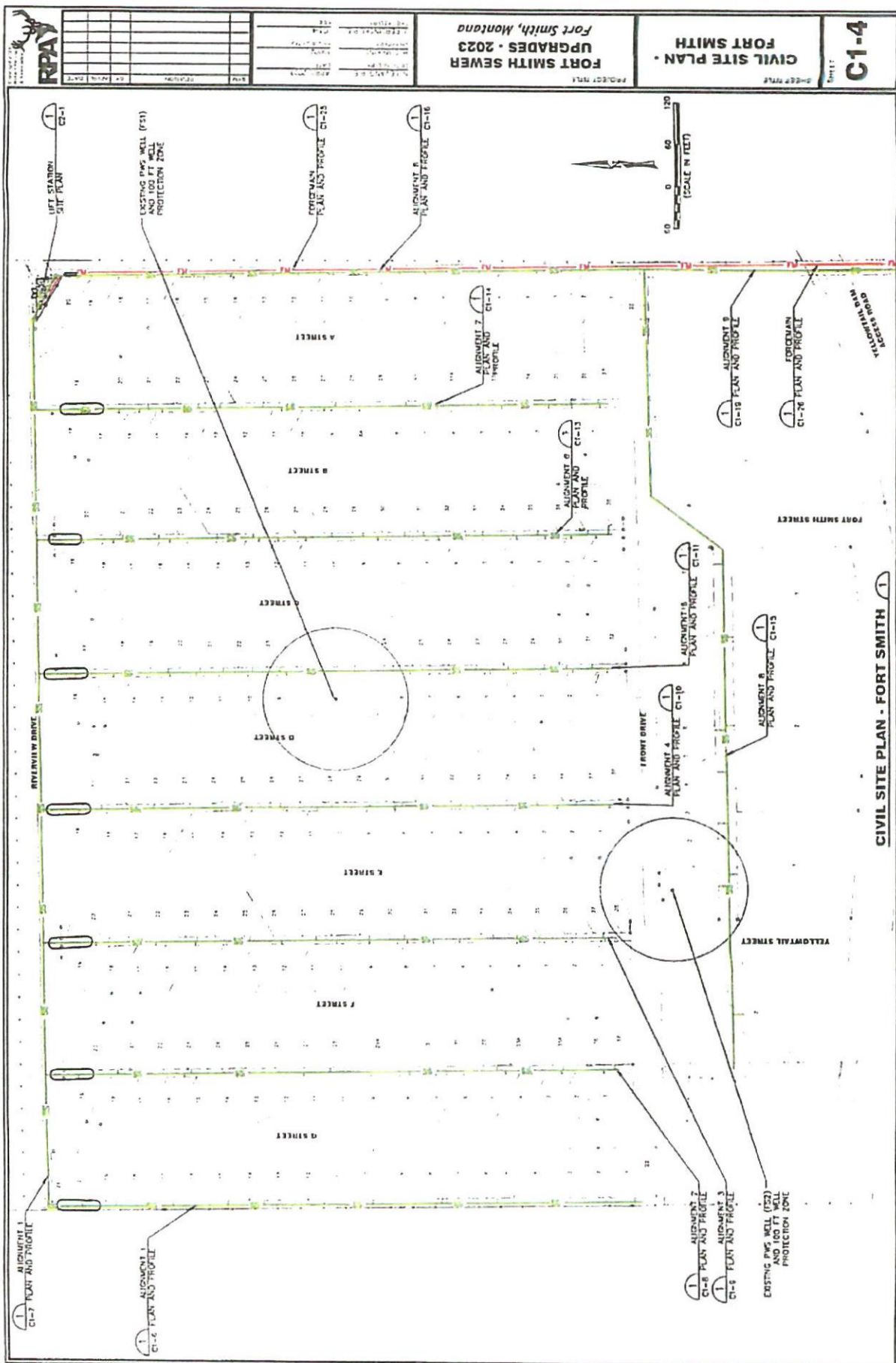
 George Real Bird III, Presiding Officer	 Larry Vandersloot, Member	 Lawrence Big Hair, Member
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Attest:


Peri Schenderline,
Deputy Clerk and Recorder

Exhibit “A”

Fort Smith Water & Sewer District Project



RESOLUTION NO. 2023-18

Whereas Big Horn County is subject to natural and technological disasters which could and have overwhelmed its respective resources, and

Whereas Big Horn County has equipment and personnel for disaster and emergency response, which can be available for local emergencies as well as aid surrounding counties in emergent situations, and

Whereas it is in the public's best interest that a Mutual Aid Agreement be adopted to provide for mutual assistance in disasters and emergencies, both for outside counties to assist Big Horn County and for this assistance to be reciprocated, and

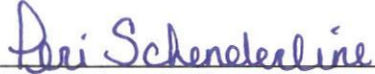
Whereas disaster officials are authorized to request assistance from other entities in case of disasters and emergencies, and the services being contemplated in a mutual aid agreement include Emergency Management;

Therefore, Big Horn County agrees to enter into a Mutual Aid Agreement with surrounding counties to provide and receive assistance in accordance with the terms and conditions set forth therein, and adopted herein by reference, to the extent of its resources and capabilities, to protect the public's health and safety during disasters and emergencies. Such Agreement shall continue from year to year until such time as the Board of County Commissioners deems it no longer in the best interest of Big Horn County to engage in said Mutual Aid Agreement.

Dated this 25th day of May, 2023.


George Real Bird III, Presiding Officer

ATTEST:


Peri Schenderline,
Deputy Clerk and Recorder


Larry Vandersloot, Member


Lawrence Big Hair, Member

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2023- 19

PREAMBLE:

A Resolution to approve the Blanket Purchase Agreement between the Big Horn County and Dustpods LLC.

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.

The County desires to enter into a blanket purchase agreement for the purchase of polymer stabilization products.

THEREFORE:

The Board of Commissioners, Big Horn County, Montana, hereby approves the Blanket Purchase Agreement.

EFFECTIVE:

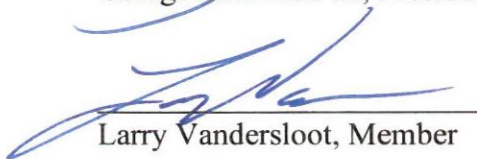
The Blanket Purchase Agreement shall become effective when signed by all necessary parties.

ENACTED:

This 25 day of May, 2023, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA


George Real Bird III, Presiding Officer


Larry Vandersloot, Member

L. B. Hair
Lawrence Big Hair, Member

ATTEST:

Peri Schenderline
Peri Schenderline
Clerk and Recorder-Deputy

BLANKET PURCHASE AGREEMENT

This Agreement is made this 25th day of May, 2023 between Big Horn County, a political division of the State of Montana with an address of P.O. Box 908 Hardin, MT 59034 ("County") and Dustpods LLC, a Montana limited liability company, of 1900 32nd Ave. NE, Black Eagle, MT 59614 ("Dustpods LLC"), collectively referred to as the "Parties". The Parties state:

- A. Dustpods LLC manufactures and sells a polymer stabilization product named Dustpods for use on both gravel roads and milling road surfaces.
- B. The County desires to purchase Dustpods from Dustpods, LLC, as needed.
- C. The Parties desire to enter into an Agreement to govern the County's purchase of Dustpods performance stabilizer.

Now therefore the Parties agree as follows:

1. **Product.** The Dustpods LLC agrees to sell six-pound bottles of Dustpods performance stabilizer ("Bottles") to the County.
2. **Price.** Dustpods LLC agrees to sell each Bottle to the County for a price of Three Hundred Forty-Nine Dollars (\$349.00).
3. **Quantity and Delivery.** Dustpods LLC shall sell the Bottles to the County, as needed and as ordered by the County. Dustpods LLC shall ship the Bottles to the County so that the Bottles are received by the County within seven (7) days of the County's order.
4. **Agreement Term.** The term of this Agreement shall be five (5) years and shall begin on the date this Agreement is signed by both Parties.
5. **Invoicing and Payment.** Dustpods LLC shall submit a summary invoice of the Bottles purchased to the County on a monthly basis. The County agrees to pay invoices received from Dustpods LLC in accordance with this Agreement, pursuant to its standard operating procedures.
6. **Notice.** All notices required under this Agreement shall be deemed to have been properly served if delivered in writing personally or by certified mail to the parties at their addresses set forth above. The date of service of the notice by mail shall be the date on which such notice is mailed.
7. **Time.** Time is of the essence.

- 8. Assignment and Delegation.** Dustpods LLC shall not delegate Dustpods LLC's duties hereunder, subcontract or in any manner assign its rights hereunder without the written consent of the County, in writing, which will not be unreasonably withheld.
- 9. Modifications.** This Agreement shall not be amended, altered or modified without the prior written consent of both parties. It is understood and agreed that the provisions hereof shall apply to and bind the heirs (if any), devisees (if any), personal representatives (if any) successors and assigns of the respective parties as if in each covenant particularly mentioned.
- 10. Dispute Resolution, Venue, and Choice of Law.** The parties agree to use good faith efforts to resolve any disputes arising out of this Agreement. The parties agree that venue for any legal actions involving this Agreement shall be in the Twenty-Second Judicial District Court, Big Horn County, Montana. This Agreement will be governed by and construed in accordance with the laws of the State of Montana.
- 11. Severability.** If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provision of this Agreement will not in any way be affected or impaired, but will remain binding in accordance with their terms.
- 12. Legal Acknowledgment.** The Parties 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 the Agreement.

Dated this 25th day of May, 2023.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA


George Real Bird III, Presiding Officer


Larry Vandersloot, Member

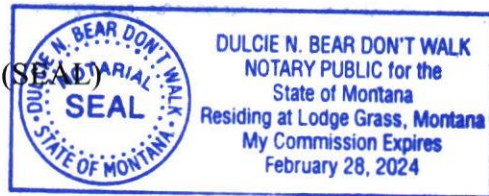
L Big Hair
Lawrence Big Hair, Member

ATTEST:

Peri Schenderline
Peri Schenderline
Clerk and Recorder

STATE OF MONTANA)
).SS
County of Big Horn)

This instrument was acknowledged before me on the 25th day of May
_____2023 by George Real Bird III, Larry Vandersloot, and Lawrence Big Hair as
Commissioners of Big Horn County, a political subdivision of the State of Montana.



Dulcie N. Bear Don't Walk
Notary Public for the State of Montana
Residing at Lodge Grass
My Commission expires: 2-28-24

Dated this _____ day of _____.

DUSTPODS LLC

Wayne Giles, Managing Director

STATE OF MONTANA)
).SS
County of Big Horn)

This instrument was acknowledged before me on the _____ day of _____
_____2023 by Wayne Giles, Managing Director of Dustpods LLC.

(SEAL)

Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

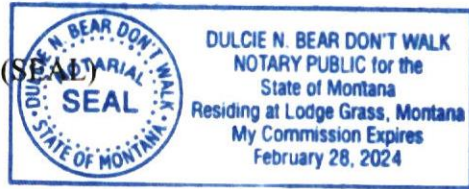
Lawrence Big Hair

Peri Schendel

Peri Schenderline

STATE OF MONTANA)

This instrument was acknowledged before me on the 25th day of May, 2023 by George Real Bird III, Larry Vandersloot, and Lawrence Big Hair as Commissioners of Big Horn County, a political subdivision of the State of Montana.



Political subdivision of the State of Montana.
Devin K. Pearson-Walt
 Notary Public for the State of Montana

Residing at Lodge Grass

My Commission expires: 2-28-24

Dated this 26th day of May.

DUSTPODS LLC

Wayne Giles, Managing Director

STATE OF MONTANA)

This instrument was acknowledged before me on the _____ day of _____
 _____ 2023 by Wayne Giles, Managing Director of Dustpods LLC.

(SEAL)

Notary Public for the State of Montana

Residing at _____

My Commission expires: _____