

**BIG HORN COUNTY
BOARD OF COUNTY
COMMISSIONERS**

121 3rd St W
Room 301
Hardin, MT 59034



**BIG HORN COUNTY BOARD OF COUNTY
COMMISSIONERS MINUTES
February 1, 2024
9:30 PM**

Members

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

1. Call to Order

Commissioner Vandersloot, Presiding Officer, called a meeting to order.

2. Roll Call

Commissioner Vandersloot, Presiding Officer, and Commissioner Big Hair, member, were both in attendance.

3. Claim Approvals

Commissioner Big Hair entertained a motion to approve claims 1174. The motion was seconded by Commissioner Vandersloot and passed unanimously.

4. Approve Minutes and Supporting Documents

Commissioner Big Hair entertained a motion to approve minutes for January 4th, 11th, and 25th, 2024. The motion was seconded by Commissioner Vandersloot and passed unanimously.

5. Personnel/Legal

Jeanne Troske, County Attorney, and Heather Ready, Deputy County Attorney, gave an update on the contract from Adam Hagle and it looks good. Jeanne has a new legal assistant starting next week and Jill will be moving upstairs with Heather Ready. Peri Schenderline, Administrative Assistant, has the yearly contract with Stahly that needs to be reviewed and discussed. Since Megan Spry has been hired as the Environmental Health Director, she should be able to take over the subdivisions. Peri will set up a meeting to discuss this with Megan.

6. Old Business

7. New Business

MOAT Inter-Local Agreement Formation

Heather Ready, discusses the Opioid Remediation Settlement. We are required to enter into an Inter-Local Kelsey Roebing is the representative for Big Horn County and is also the chair of that board. Commissioner Big Hair entertained a motion to approve Resolution 2024-10. The motion was seconded by Commissioner Vandersloot and passed unanimously.

Tax Deed Sale Date Amendment

Denise Rios, Treasurer, explained she is requesting an amendment to resolution 2024-06 that was previously passed. She redid the price of the properties and included the current taxes and other fees, including the cost of publication. She updated the market value as well. The date of the actual sale was wrong and that needed to be updated. Commissioner Big Hair entertained a motion to approve Resolution 2024-06A amending the mistakes in 2024-06. The motion was seconded by Commissioner Vandersloot and passed unanimously.

COA Bus

Mike Opie, accountant, exhausted all options to sell the COA bus and Townsend Hospital has put in an offer of \$7500 and an older bus for trade-in. Mike recommends taking the money without the trade-in. Commissioner Big Hair entertained a motion to approve selling the COA bus excluding the trade-in. The motion was seconded by Commissioner Vandersloot and passed unanimously.

8. Public Comments

9. Discussion

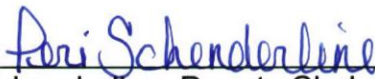
Peri Schenderline explained that Kim Yarlott, is requesting that the mail be delivered to the courthouse in the afternoons. It was past practice to send someone to pick up the mail from the post

office so that the District Court could get court documents in the morning. Now that District Court documents are primarily handled online, she would like the mail delivered. The Board is agreeable to that.

10. Adjourn

There being no other business, the board adjourned.

Approved: 
Larry Vandersloot, Presiding Officer

Attest: 
Peri Schenderline, Deputy Clerk & Recorder

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2024- 10

PREAMBLE:

A Resolution to approve the Inter-Local Agreement Formation, Authority and Administration of Abatement Region 3 for the Opioid Settlement.

RECITALS:

In accordance with MCA 7-11-104, the board of county commissioners may contract with one or more other public agencies to perform any administrative service, activity, or undertaking that any of the public agencies entered into the contract is authorized by law to perform.

The Montana Opioid Abatement Trust is dedicated to reducing the harm caused by opioid misuse and addiction in Montana through prevention, treatment, and recovery initiatives and will be funded as part of the Montana Opioid Multi-State Settlement.

Big Horn County is in Abatement Region 3, along with nine other counties.

The counties in Abatement Region 3 have met and drafted the Inter-Local Agreement ("Agreement") to establish the governance structure for the administration, management, and use of Opioid Remediation Funds that the counties are entitled to receive as a part of a Settlement Agreement.

THEREFORE:

The Board of Commissioners, Big Horn County, Montana, hereby approves the Inter-Local Agreement Formation, Authority and Administration of Abatement Region 3 for the Opioid Settlement.

The Commissioners or other staff are authorized to execute the Inter-Local Agreement Formation, Authority and Administration of Abatement Region 3 for the Opioid Settlement and to record the Agreement, once executed by all counties in Region 3, with the Big Horn County, Montana Clerk and Recorder and the Montana Secretary of State.

ENACTED:

This 1st day of February, 2024, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA


Larry Vandersloot, Presiding Officer

George Real Bird III, Member


Lawrence Big Hair, Member

ATTEST:

Peri Schenderline
Deputy Clerk and Recorder

INTER-LOCAL AGREEMENT FORMATION, AUTHORITY AND ADMINISTRATION OF ABATEMENT REGION 3 FOR THE OPIOID SETTLEMENT

This Interlocal Agreement (Agreement) is made pursuant to Title 7, Chapter 11, Part I, Montana Code Annotated on the tenth date of January, 2024 (Effective Date) between Big Horn County, Carbon County, Stillwater County, Sweet Grass County, Wheatland County, Judith Basin County, Fergus County, Petroleum County, Musselshell County, and Golden Valley County (collectively the “Parties”).

ARTICLE I - PURPOSE

The purpose of this Agreement is to establish the governance structure for the administration, management, and use of Opioid Remediation Funds that the Parties are entitled to receive as a part of a Settlement Agreement (Settlement Agreement) outlined in a Memorandum of Understanding (MOU) with the Attorney General, a copy of which is attached to this Agreement.

ARTICLE II- DURATION and TERMINATION

The terms and conditions of this Agreement shall become effective on the Effective Date of this Agreement. The term of this Agreement is two years from the Effective Date and may be extended for additional one-year periods, not to exceed ten years. This Agreement may be mutually terminated at any time, by any party, providing thirty (30) calendar days written notice of termination.

ARTICLE III-CREATION OF ENTITY

A. CREATION OF REGION THREE MULTI-COUNTY OPIOID ABATEMENT REGION

- (1) By entering this Agreement, the Parties create the Region Three Multi-County Opioid Abatement Region (Abatement Region Three).
- (2) Abatement Region Three shall have the responsibility to make decisions about planning, budgeting, and disbursement of funds for projects that will equitably and appropriately serve the needs of the entire Region to be consistent with the MOU and the Settlement Agreement's definition and description of appropriate Opioid Remediation and Approved Purposes.
- (3) Abatement Region Three shall consist of ten (10) members, one appointed from each county who is a party to this Agreement. The members shall elect a presiding officer and shall hold regular meetings at least annually and special meetings as necessary.
- (4) Abatement Regional Three designates Big Horn County as the Fiscal Agent as it relates to the Opioid Remediation Funds and the MOU and may on behalf of Abatement Region Three, submit claims, requests for disbursements, accountings of spending and any other financial reports or matters as it relates to these funds. The fiscal agent may withhold up to 5% of each grant award for administrative costs.

ARTICLE IV-GENERAL PROVISIONS

1. ASSIGNMENT and AUTHORITY

No party shall assign, transfer, or convey any right or obligation set forth in this Agreement without the prior written consent of the other parties. The undersigned represent that they have authority to enter this Agreement.

2. COMPLETE AGREEMENT

This Agreement constitutes the sole and entire agreement between the Parties with regard to the subject matter hereof. No other terms or conditions shall be binding upon any party unless accepted in writing. This Agreement supersedes any previous oral or written agreements between the Parties with regard to the subject matter hereof.

3. APPLICABLE LAW, VENUE and ATTORNEYS FEES

This Agreement shall be governed by the laws of the State of Montana and any action to enforce any right or obligation shall be brought in the Fourteenth Judicial District, Musselshell County. The prevailing party in any action to enforce this Agreement shall be entitled to attorney's fees.

4. COMPLIANCE WITH LAW

The Parties shall comply with all applicable federal, state, and local laws in performing under this Agreement.

5. SEVERABILITY

The provisions of this Agreement shall be deemed independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision of this Agreement.

6. RECORDING

All parties will be responsible for filing an executed copy of this Agreement with the Big Horn County, Montana Clerk and Recorder, the Carbon County, Montana Clerk and Recorder, the Stillwater County, Montana Clerk and Recorder, the Sweet Grass County, Montana Clerk and Recorder, the Wheatland County, Montana Clerk and Recorder, the Golden Valley County, Montana Clerk and Recorder, the Musselshell County, Montana Clerk and Recorder, the Judith Basin County, Montana Clerk and Recorder, the Fergus County, Montana Clerk and Recorder, the Petroleum County, Montana Clerk and Recorder, and the Secretary of State pursuant to 7-11-107, MCA. Cost of filing will be shared equally.

7. INTERLOCAL AGREEMENT

This Agreement is an interlocal agreement under Section 7-11-104, M.C.A. To that end, this Agreement shall remain in effect at least through the date stated in Article II

above, unless earlier terminated under the provisions hereof or by the agreement of the Parties. As an agreement amongst recognized government entities and political subdivisions, no partnership or joint venture is intended nor exists nor shall be deemed to exist between the Parties.

This Agreement entered on the Effective Date by:

BIG HORN COUNTY, MONTANA


Chairman, Board of County Commissioners

CARBON COUNTY, MONTANA

Chairman, Board of County Commissioners

STILLWATER COUNTY, MONTANA

Chairman, Board of County Commissioners

SWEET GRASS COUNTY, MONTANA

Chairman, Board of County Commissioners

WHEATLAND COUNTY, MONTANA

Chairman, Board of County Commissioners

GOLDEN VALLEY COUNTY, MONTANA

Chairman, Board of County Commissioners

MUSSELSHELL COUNTY, MONTANA

Chairman, Board of County Commissioners

JUDITH BASIN COUNTY, MONTANA

Chairman, Board of County Commissioners

FERGUS COUNTY, MONTANA

Chairman, Board of County Commissioners

PETROLEUM COUNTY, MONTANA

Chairman, Board of County Commissioners

COUNTY OF BIG HORN, MONTANA

ORDER 2024- 6A

PREAMBLE:

An Order for disposal of tax-deed land at public auction.

RECITALS:

In accordance with MCA 7-8-2301(1), the board of county commissioners shall within six months after acquiring title to property by tax deed, enter an order to sell the land at public auction, donate the land to a municipality, donate the land or sell the land at a reduced price to a corporation for low-income housing, or retain the land for the county.

In accordance with MCA 7-8-2301(2), the sale of tax-deed land may not be made for a price less than the sales price fixed by the board of county commissioners in an amount sufficient to recover the full amount of taxes, assessments, penalties, and interest due at the time the tax deed was issued to the county plus the county's costs in taking the tax deed and in conducting the sale and additional taxes due, if any, at the time of the sale.

In accordance with MCA 7-8-2302, notice of the sale, donation, or retention of tax-deed lands must be given by publication as provided in MCA 7-1-2121 and shall be signed by the county clerk. The notice shall include the sales price determined as provided in MCA 7-8-2301, the fair market value of the lands as determined by the department of revenue, and the time and place of sale, donation, or retention.

In accordance with MCA 7-8-2304(1), the sale of tax-deed land shall be made on terms set by the board of county commissioners.

Big Horn County has acquired by tax deed, seven parcels described in detail on the Notice of Sale of Tax Deed Property, which is attached and incorporated by reference.

The Big Horn County Treasurer has determined the sales price for each parcel, which includes the full amount of taxes, assessments, penalties, and interest due at the time the tax deed was issued to the County; the County's cost in taking the tax deed; the County's costs in conducting the sale; and any additional taxes due at the time of the sale.

The sales price for each parcel and the fair market value of each parcel, as determined by the Department of Revenue, are stated on the attached Notice of Sale of Tax Deed Property.

THEREFORE:

The Board of Commissioners, Big Horn County, Montana, hereby approves the sales price for each parcel, as stated on the Notice of Sale of Tax Deed Property.

The parcels listed on the Notice of Sale of Tax Deed Property shall be sold at public auction on March 20, 2024 at 10:00 a.m. in the first-floor meeting room of the Big Horn County Courthouse on the terms specified in the Notice.

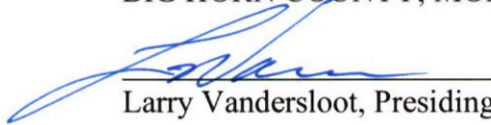
Notice shall be given as specified in the Notice of Sale of Tax Deed Property

The Commissioners, Treasurer, County Clerk, or other staff are authorized to execute the documents necessary to facilitate this Order.

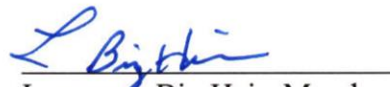
ENACTED:

This 1st day of February, 2024, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA


Larry Vandersloot, Presiding Officer

George Real Bird III, Member


Lawrence Big Hair, Member

ATTEST:


Peri Schenderline
Deputy Clerk and Recorder

NOTICE OF SALE OF TAX DEED PROPERTY

2024 – 06

BY THE ORDER OF the Board of County Commissioners of Big Horn County, Montana entered on its minutes the 4th day of January, 2024, the Board will, pursuant to Montana Code Annotated Section 7-8-2301(4), on March 20th, 2024 at 10:00 a.m. of said day at the Big Horn County Courthouse meeting room on the first floor, in the City of Hardin, in Big Horn County, State of Montana offer for sale at public auction to the highest bidder all of the rights, title, interest, estate, lien claim and demand of the State of Montana and of said County of Big Horn, in and to the following real property and the Board determined and fixed the sales price of the property at the amount set after the description. The fair market value of the property was determined by the Montana Department of Revenue.

	SALES PRICE	FAIR MARKET VALUE (7-8-2023)
K071700 MARK CHANDLER	\$1,822.02	\$17,744.00
T3S R34E SEC: 1 AREA LYING W OF RR IN W2NW4SE4		
F024700 VASHTI FITZPATRICK	\$707.86	\$7,344.00
T6S R35E SEC: 13 M & B TRACT 50' X 150'		
G0254A0 LOUIS MILLS	\$1,266.14	\$15,842.00
WYOLA ORIGINAL TOWNSITE BLOCK 9 & 10		
M014400 WILLIAM L LYMAN & JESSIE REDFIELD	\$1,737.04	\$35,775.00
STEVENSON THIRD ADDITION LOT 8, BLOCK 4		
M003800 JESSIE L REDFIELD	\$2,759.22	\$55,700.00
LODGE GRASS ORIGINAL TOWNSITE LOTS 24-26, BLOCK 4		
M010800 JESSIE L REDFIELD	\$548.95	\$ 3,524.00
STEVENSON ADDITIONS LOTS 5 & 6, BLOCK 6		
K060800 ARLENE JUDITH WILSON	\$4,180.54	\$91,100.00
CROW AGENCY ORIGINAL TOWNSITE LOT 3 LESS 5' STRIP ON N SIDE & ALL OF LOT 4, BLOCK 6		

TERMS FOR SALE OF ALL PARCELS

ALL PARCELS WILL BE FOR CASH, BANK DRAFT OR MONEY ORDER (NO PERSONAL CHECKS WILL BE ACCEPTED)

ALL PARCELS MUST BE PAID IN FULL AT THE TIME OF PURCHASE. NO CONTRACTS WILL BE GIVEN.

ANY PARCELS REMAINING CAN BE PURCHASED AT APPRAISED VALUE PLUS 10.75% INTEREST AND WILL THEN BE DEEDED OVER TO THE PURCHASER.

ALL SALES ARE FINAL.

DATED THIS 28TH DAY OF FEBRUARY, 2024

PUBLISH: MARCH 7 & MARCH 14, 2024

KIMBERLY YARLOTT
BIG HORN COUNTY CLERK AND RECORDER