

CARBON COUNTY COMMISSIONERS AGENDA

DATE: **November 12, 2024 (Tuesday)**

8:30 a.m. PLEDGE OF ALLEGIANCE

8:35 a.m. PUBLIC COMMENT PERIOD – On matters within the Commissioners' jurisdiction

9:00 a.m. RESOLUTION TO RECREATE THE BELFRY LIGHTING DISTRICT BOARD

9:30 a.m. MONTANA STATE UNIVERSITY EXTENSION SERVICES AGREEMENT

10:00 a.m. GIS / FIRE WARDEN QUARTERLY UPDATE

10:30 a.m. CONSENT AGENDA

11:00 a.m. AIRPORT BOARD MEETING

11:30 a.m.



BOARD of COMMISSIONERS

COUNTY OF CARBON • STATE OF MONTANA

Post Office Box 887
Red Lodge, MT 59068

Phone: (406) 446-1595
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RESOLUTION NO. 2024-30

REESTABLISHING THE CARBON COUNTY BELFRY LIGHTING BOARD AND RATIFYING ALL PAST ACTIONS OF THE CARBON COUNTY BELFRY LIGHTING BOARD

WHEREAS, pursuant to Section 7-1-201, MCA, the Carbon County Commissioners may establish an administrative board by resolution; and

WHEREAS, the Carbon County Rural Special Improvement District (RSID) No – Belfry Lighting was established by Commissioner Resolution on October 6, 1936; and

WHEREAS, the Carbon County Commissioners desire citizen input into the operations of said lighting district, and

WHEREAS, the historic resolution passed by the Carbon County Commissioners stating the powers and duties of the Carbon County Belfry Lighting Board could not be located; and

WHEREAS, a de facto Carbon County Belfry Lighting Board has functioned as an administrative board for numerous years.

NOW, THEREFORE, BE IT RESOLVED the Carbon County Commission hereby reestablishes the Carbon County Belfry Lighting Board as an Administrative Board as follows:

- 1. Establishment.** There is hereby established the Carbon County Belfry Lighting Board.
- 2. Ratification.** All past acts of the Carbon County Belfry Lighting Board are hereby ratified.
- 3. Board Composition:** There shall be five (5) voting members of the Carbon County Belfry Lighting Board all appointed and serving at the pleasure of the Carbon County Commissioners.

A. Terms. Terms of the Board members shall be for three (3) years beginning January 1. The terms shall be staggered.

B. Representation. Board members shall be residents of the Carbon County Rural Special Improvement District for Belfry Lighting. Initial terms expirations shall be as follows:

- 12/31/2025
- 12/31/2026
- 12/31/2026
- 12/31/2027
- 12/31/2027

C. Vacancies. All vacancies shall be filled by the Carbon County Commission after the vacant position has been posted for one month prior to filling the vacancy.

D. Salary and Compensation. Carbon County Belfry Lighting Board members shall serve without salary or compensation, but may be entitled to documented expenses for mileage, per diem, and expenses.

E. Qualifications. Belfry Lighting Board members shall be residents of the Belfry Lighting District and shall have lived within the District for more than one year prior to the appointment.

F. Removal of Board Members. Board members serve at the pleasure of the Carbon County Commissioners and may be removed with cause or pursuant to Resolution 2023-05 Procedure to Remove Member of a County Board.

G. Insurance. As an administrative board of Carbon County, all board members and officers are agents of Carbon County for insurance purposes.

4. Meetings

A. Quorum. A majority of the Carbon County Belfry Lighting Board members constitute a quorum. In the event there is a vacancy within the Carbon County Belfry Lighting Board, two-thirds of the members constitute a quorum.

B. Schedule. The Carbon County Belfry Lighting Board shall conduct regular meetings. Meeting times and dates may be adjusted, meetings canceled or rescheduled and additional meetings added as necessary during the calendar year by the Carbon County Belfry Lighting Board Chair.

C. Minutes. Minutes are subject to 7-1-204 MCA.

5. Board Powers. Members of the Carbon County Belfry Lighting Board shall have the following powers, but in no event shall the Carbon County Belfry Lighting Board pledge the credit of Carbon County or impose any tax unless specifically authorized by the Carbon County Commission and state law:

A. Administration. Administer programs, establish policy, and adopt administrative and procedural rules that pertain to the Carbon County Carbon County Belfry Lighting District.

B. Property. Operate, maintain, and administer the Carbon County Belfry Lighting Board real and personal property in coordination with staff employed by Carbon County and the Carbon County Commissioners' designated Carbon County Belfry Lighting Board liaison.

C. Maintenance. Coordinate with the NorthWestern Energy for regular maintenance and improvements to lighting facilities in the community of Belfry.

D. By-Laws. Establish and maintain by-laws adopted by a two-thirds vote of the Carbon County Carbon County Belfry Lighting Board and ratified by the Carbon County Commissioners.

E. Budget. Prepare and administer a budget in accordance with Carbon County policies and approval of the Carbon County Commissioners.

F. Improvements. Establish a capital improvement fund in accordance with state law and maintain a capital improvement plan for the expenditure of Capital Fund monies.

G. Procurement. Authorize purchases within the Board's budget authority in accordance with Carbon County Procurement Policies. Present all claims of the Carbon County Belfry Lighting Board Commission to the Carbon County Finance Office in accordance with Carbon County policies.

H. Rule Making Authority. Establish rules, with the approval of the Carbon County Commissioners, for the preservation, upkeep, care, maintenance, operation, and support of the Carbon County Belfry Lighting District.

6. Amendment This Resolution may be amended upon sixty (60) days' notice by the Carbon County Commissioners. Before any such amendment, the Carbon County Belfry Lighting Board and Carbon County Extension Offices shall submit their comments on the amendments.

7. Effective Date. This Resolution shall be effective immediately upon its passage.

NOW THEREFORE BE IT FURTHER RESOLVED, all past actions of the Carbon County Carbon County Belfry Lighting Board are hereby ratified.

PASSED AND ADOPTED this 12th day of November, 2024.

Carbon County Commissioners

Scott C. Miller
Commissioner Dist. #1

Scott Blain
Commissioner Dist. #2

Bill E Bullock
Commissioner Dist. #3

ATTEST

Macque L. Bohleen, Clerk and Recorder



FY2025 Extension Services Agreement
 between
Montana State University Extension
 and
Carbon County, Montana

The parties hereto enter into this agreement for the funding and operation of Extension in the above-named county. This agreement is entered into under the authority 7-21-3203 MCA; the Smith-Lever Act of May 8, 1914, and subsequent Acts of the Congress of the United States.

BUDGET AND PERIOD COVERED: The above-named county will contribute funds for the support of extension work in agriculture and natural resources, family and consumer sciences, 4-H/youth development, community vitality, and related subjects in the amounts and for the purposes specified in the following budget. Montana State University Extension will contribute the amounts necessary to pay the balance of the cooperatively financed salaries and all of the payroll benefits of county Extension Agents assigned to the above county. It is recommended by MACo that the county provide support to MSU Extension for each agreed-upon full-time equivalent (FTE) at the level of 65% of the Clerk and Recorder's salary. For FY2025, counties may choose to contribute at the 65% formula level or a maximum of \$39,000 (less than 45% of the average Agent salary plus benefits). The maximum contribution is subject to annual review to allow for salary and benefit inflation.

This agreement covers the period beginning July 1, 2024 and ending June 30, 2025.

FY25 Clerk/Recorder Base Salary = \$80,605.93

Foundational Support of Agents

Position	Name	FTE	Employment	Comm. Allow.	Total Contrib.
Agent	Amber Elliott	1.00	\$39,000.00		\$39,000.00
Agent	Carrie Guderjahn	1.00	\$39,000.00		\$39,000.00

Total County contribution to Agents' salaries for contracted services* \$78,000.00

Supplemental Support

Employee Name	Purpose of funds	Contribution

Total supplemental support **\$0.00**

Total County Funding:

Personnel:	FTE	Name	Salary
Admin Support	0.75	Sheri Hatten	\$56,000.00
Admin Support			
Co. Only Funded Agent or Other			
Program Assistant or Other (please enter description here)			
Other (please enter description here)			
		Total Support Staff Salaries	\$56,000.00
		Support Staff Benefits (incl. Term Pa	\$10,320.00
		Agent Salary Support	\$78,000.00
		Agent Termination Pay	\$5,000.00
		Total Personnel Costs	\$149,320.00
Operations:		Travel	\$2,000.00
		All Other	\$23,230.00
		Total Operations	\$25,230.00
Capital:		Total Capital	\$0.00
		TOTAL ALL ITEMS	\$174,550.00

Additional Information (include information concerning cooperative arrangements between counties or with weed districts, special arrangements for part-time Agents, etc.):

1. EXPENDITURE OF FUNDS: Expenditure of funds will not exceed the amounts appropriated, but transfers of funds between items within the budget may be approved, as permitted by State law. Money appropriated by the County for operations shall be expended by county warrant in accordance with regular procedures followed by the County. MSU Extension will bill the County for its portion of the Agents' salaries. MSU Extension will use the money appropriated from Federal Smith-Lever funds as well as County funds to pay Agents' salaries each month.
2. COUNTY ACCOUNTS: MSU and the County Commissioners agree that all financial accounts managed by the Extension office will be subject to such audits as are determined necessary in compliance with County, MSU or State auditing requirements. If either party has reason to believe that the Extension staff is engaged in any financial malfeasance, misappropriation or misuse of funds managed by the Extension office, it will promptly notify the other party and will conduct an audit or investigation in accordance with the applicable procedures. Any audit or investigation conducted by MSU or the County regarding funds managed by the Extension office shall be made available to the other party.
3. OFFICE SPACE, ADMINISTRATIVE SUPPORT, OPERATIONS AND EQUIPMENT: The Board of County Commissioners, with the agreement of Extension administration, shall provide sufficient office space, administrative support, operational and capital support for the county-based MSU Extension faculty.
4. SELECTION AND APPOINTMENT OF AGENTS: MSU Extension, in cooperation with the County Commissioners, will develop a position announcement for any vacant Extension Agent positions in the county. MSU Extension will assess the qualifications of one or more candidates on the basis of education, experience, and other criteria listed in the position announcement. An applicant review committee will be appointed to interview the selected candidates and make recommendations. MSU Extension is the hiring authority for the Agent and other Extension position(s). The parties agree and understand the Agents are not employees of the County and shall not be entitled to County employment benefits. Agents will be appointed as faculty of Montana State University, and would be subject to the privileges and responsibilities consistent with these appointments and the position. All agents are expected to communicate and collaborate with county commissioners. In counties with multiple agents, it is expected that all faculty serve as liaisons between MSU Extension and the county, unless a single liaison is requested by the county.
5. COUNTY EXTENSION PROGRAM: The MSU Extension is a program operated by Montana State University as part of its land grant mission. MSU Extension is a cooperative program funded by federal, state and county funds. MSU Extension is responsible for all aspects of the Extension Program and the MSU Extension Executive Director has the authority to direct the program. The projects undertaken by MSU Extension are developed with the cooperation of the county (i.e., commissioners, local clientele, and stakeholders). On an annual basis, county Extension faculty will share program highlights and impacts with the county commission.
6. COMPLIANCE WITH WORKERS' COMPENSATION ACT: MSU Extension shall comply with the provisions of the Montana Workers' Compensation Act while performing work under the terms of this Agreement. All Extension Agents and Extension employees will be covered by the Montana University System self-insured worker's compensation program.
7. ENSURING EFFECTIVE SERVICE: The parties to this agreement are mutually interested in providing the people of the county with an effective educational program in agriculture and natural resources, family & consumer sciences, 4-H/youth development, community vitality, and related subjects. Provision of the highest level of services requires a well-managed office and county and extension personnel who are capable of working effectively with people. The parties agree that concerns about services, staff or operation of the county Extension program will be discussed between the MSU Regional Department Head and the County Commissioners as allowed by MSU and county policy, and efforts will be made to resolve the concerns. If adjustments to salary rates occur during the term of this agreement, it will not change the schedule for county contributions for salary set forth in this agreement. The resignation of an Extension Agent does not affect continuance of this agreement; however, counties will not be billed during periods when a vacancy exists.
8. TERMINATION PAY: Upon resignation, termination or retirement of the Extension agent, each party shall be responsible for its share of termination pay for annual and sick leave based upon the budget agreement in effect. In the case of transfers from one county to another, Extension administration will notify the county from which the Agent departed of the sum of money to be paid to the county of destination.
9. DURATION OF AGREEMENT: This agreement shall cover the period stated on the budget agreement form, except that it may be terminated by either party, without cause, ninety (90) days after written notice is delivered to the other party.
10. EQUAL OPPORTUNITY: The U.S. Department of Agriculture (USDA), Montana State University and the Montana State University Extension prohibit discrimination in all of their programs and activities on the basis of race, color, national origin (ancestry), sex, sexual preference/orientation, gender identity, gender expression, marital or parental status, age, creed, religion or political beliefs, mental or physical disability, limited English proficiency, genetic information or status as a veteran.

The County confirms that the Clerk/Recorder salary recorded on page one is accurate for time period of this agreement. In the event that an error is discovered in this agreement, the county and Montana State University Extension (Regional Department Head) will correct the error and develop reasonable payment adjustments.

BOARD OF COUNTY COMMISSIONERS

Commissioner Date

Chief Executive Officer (if applicable) Date

Commissioner Date

Director, Montana State University Extension Date

Commissioner Date

CARBON COUNTY AIRPORT BOARD

MEETING AGENDA

11:00 A.M., TUESDAY NOVEMBER 12, 2024

- 1. Call to Order**
- 2. Review / Approve Minutes**
- 3. Public Comment**
- 4. Old Business**
 - a. RPA / Master Planning Next Steps
 - b. Wharton / Paving
 - c. KRED Grant Agreement
 - d. Interlocal Agreement
- 5. New Business**
 - a. Montana Aeronautics Grant Application(s)
 - i. Bridger
 - ii. Red Lodge
 - b. Other
 - i. Bridger
 - ii. Red Lodge
- 6. Manager Reports**
 - a. Bridger
 - b. Red Lodge
- 7. Schedule Next Meeting**