



Hyalite Rural Fire District

Board Meeting Synopsis Approval Form

The written synopsis of the August 19, 2025 Hyalite Rural Fire District (HRFD) Board of Trustees Annual Board Meeting was approved by motion of the HRFD Board of Trustees on September 23, 2025.

Chair Signature

Justin Miller, Chairman

Printed Name

Secretary Signature

Ken Beideman, Secretary

Printed Name

**HYALITE RURAL FIRE DISTRICT
BOARD OF TRUSTEES REGULAR PUBLIC MEETING
SYNOPSIS**

DATE: AUGUST 19, 2025

TIME: 7:00 p.m.

LOCATION: Sourdough Fire Station, 4541 S. 3rd Rd., Bozeman, Montana

In compliance with [MCA 2017 2-3-212](#) and the Hyalite Rural Fire District Bylaws, the minutes of HRFD Board of Trustees open public meetings are comprised of an audio recording and a written synopsis. The audio recording is designated as the official record of a meeting. The written synopsis serves to assist the public in accessing portions of the audio recording and is a good faith attempt to provide the public with another method to be informed about the actions of the Board. The minutes are available to the public at www.hyalitefire.org/board-meeting-minutes/ or at the Hyalite Rural Fire District Administrative Offices, 4541 S. 3rd Rd., Bozeman, MT, during its standard business hours.

TRUSTEES IN ATTENDANCE:

Justin Miller
Jason Jarrett
Pete Geddes
Ken Beideman

STAFF IN ATTENDANCE:

Brian Nickolay, Fire Chief
Sheryl Wyman, Administrative Assistant
Chris Dahlhauser, Assistant Chief

PUBLIC IN ATTENDANCE:

Allie Kuntz-President, Volunteer Firefighter Association

0:00:02	CALL TO ORDER OF HYALITE RURAL FIRE DISTRICT Chairman Miller called the meeting to order and asked for any public comment on non-agenda items. None given. HYALITE CONSENT AGENDA Chairman Miller asks if there are any requests to pull anything from the Consent Agenda for review. None given. Motion: Trustee Geddes moves to approve consent agenda as presented Trustee Jarrett seconded the motion. Vote: Jarrett-Yes; Beideman-Yes; Miller-Yes; Geddes-Yes. Unanimous approval. <i>[See July 15, 2025 Board Packet for Consent Agenda items Approved]</i>
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	REGULAR AGENDA
0:00:31	Agenda Item 1 – Promotion of Lieutenants The Chief introduces Allie Kuntz who gives the board her background with the station. Allie has her sister pin her new badge. Congratulations are offered by the board.
0:02:54	Agenda Item 2 – Final Budget Approval for Fiscal Year 2026 and Resolution Chief Nickolay states that nothing changed from the preliminary budget except that we had to make an adjustment to our capital fund. Because we have done well with our budget there was excess money in the general fund and we needed to move a million dollars into the capital replacement account to request the maximum mills. Trustee Geddes asks about the extra money being a result of the rising property values. Chief Nickolay states we are always working within the budget and trying to save to be able to move money into the capital fund. We can now replenish the fund after the large purchase of the two engines. Discussion is held regarding the interest earned from the county account. Chair Miller asks for a motion to approve. Motion: Trustee Geddes moves to approve. Chair Miller asks for any public comment on the motion. None given. Trustee Jarrett seconded the motion. Vote: Jarrett-Yes; Beideman-Yes; Miller-Yes; Geddes-Yes. Unanimous approval. <i>[See Resolution and FY2026 Budget – Attachment A]</i>
0:06:31	Agenda Item 3 – Signing Interlocal Agreement with Fort Ellis Fire Service Area Chief Nickolay provides a power point presentation. The presentation went over aspects of the reasons behind pursuing an interlocal agreement with Fort Ellis. The Chief goes over the needs of Hyalite and Fort Ellis. He discusses the interlocal agreement and what Hyalite would provide to Fort Ellis. Training would continue with fire training being held at the Cottonwood training and the EMS training will be held at the Fort Ellis fire station. Cost sharing of employees would have Hyalite providing the services of the Fire Chief, Assistant Fire Chief, Division of Training, Division of Maintenance, and Recruitment and Retention Captain. This would reduce Hyalites budget for personnel. The training facility costs would be shared. The volunteer handbook is essentially the same for both stations. Ambulance costs would be shared and would reduce the costs of operation for Hyalite. Chief Nickolay goes over the history and details of the interlocal agreement.

	The agreement is set to start October 1 and a termination date of June 30, 2029. Either party may give 90 days' notice to terminate the agreement. The Fort Ellis board will adopt the Hyalite Fire Chief as the Fort Ellis Fire Chief by resolution. Fort Ellis will pay Hyalite \$225,000 annually to fulfill the agreement be paid in monthly increments of \$18,750.
0:22:23	Discussion is held among the board members. Trustee Jarrett raises concerns of not knowing how the interlocal agreement will affect the staff. He has not seen any estimates for staff time. He doesn't feel our current staff has any extra time. Chief Nickolay feels there would be a lot of duplication. Fort Ellis is expecting 30 hours/week of the fire chief's time. He doesn't feel he would need to spend 30 hours/week at Fort Ellis. He feels there is an unknown. The Chief feels there would be additional needs from maintenance. Recruitment would be duplication for Hyalite and Fort Ellis. The assistant operations area would be under the same umbrella when under the same model. Trustee Jarrett wants to be a strong partner but doesn't see what that means for staff over time and the cumulative effect. He also has concerns with some of the language in the interlocal agreement. Chief Nickolay speaks to conversations he and the Assistant Chief have had with the volunteers of Fort Ellis. Chief doesn't feel there will be a huge lift by Hyalite staff but more of a collaborative effort between the staffs of both stations. Trustee Jarrett understands the Fire Chief has flexibility but how does this affect the staff and their time. Time spent with Fort Ellis is time spent away from Hyalite.
0:35:36	Trustee Geddes feels there could be a way forward without the interlocal agreement. His experience is what Hyalite went through with the Rae and Sourdough interlocal. The interlocal started at the operational level and moved up to the board. From his perspective Fort Ellis is looking for us to take over the operations of their fire service area. This includes ambulance service, maintenance, training, chief, and what is the correct amount of reimbursement for those services which concerns him. He feels the board is open to further collaboration. His suggestion is to start at the operational level to see what that looks like. And to think about what the logical end game our residents can expect. He feels it's annexation and what the finances looks like. Smaller increments of combination of operations would be beneficial. Our first obligation is to the Hyalite residents. The trustees felt having the interlocal agreement earlier might have been beneficial. Once hearing what the expectations included versus what was in the interlocal agreement caused pause on the direction we should go. Chief Nickolay feels that without the help from Fort Ellis changes will need to be made at Hyalite which will cost money. Trustee Geddes states if the end game is annexation, we need to take a look at what that looks like. He also suggests an integrated operational plan should be put together. Possibly get a third-party analysis. Trustee Jarrett feels a start would be an expressed FTE need. Trustee Geddes wants to solve the command problem for Hyalite. He feels the number one priority of the board is to continue to support the business model of Hyalite.

0:49:26	The Chief asks for board direction. Trustee Geddes says we will vote on the interlocal. He feels the Chief should keep working from an operational perspective if there is a benefit. He feels annexation is the logical endpoint. Chair Miller asks for any public or staff comment. None given. Trustee Beideman asks about the dynamics of the Rae Sourdough interlocal. Discussion is held among the trustees and the Chief. Trustee Jarrett would like to see a much more thoughtful estimate on staff time. He would like to know what that looks like for each of our staff. Trustee Geddes feels a great benefit is the training piece and getting Fort Ellis trained up to Hyalite's standards. This would make Hyalite stronger for our residents. Chair Miller states a letter was received that Hyalite would need to make a decision today or they would need to hire their own people. Hyalite is not able to make that decision tonight. We would like to keep the conversation going but an interlocal isn't the way to go. Trustee Geddes would like the Chief to go back and present what the operational level would look like. And if annexation is the end goal what does that look like. We want this to happen in a fair and collaborative way. Chair Miller asks for any public comment. None given. Motion: Trustee Geddes moves to reject the interlocal agreement as presented. Trustee Jarrett seconded the motion. Chair Miller asks for any public comment on the motion. None given. Vote: Jarrett-Reject; Beideman-Reject; Miller-Reject; Geddes-Reject. Unanimous approval of motion to reject the interlocal agreement. <i>[See Interlocal Agreement - Attachment B]</i>
1:13:23	Agenda Item 4 – Board Appointment to the Gallatin County EMS District Chief Nickolay has been on the EMS steering committee to improve the ambulance service in the Gallatin County. They are trying to establish a board, both an administrative board and an operational board. The boards would handle EMS supplies, billing and training. The admin level would be a board member and the operational level will be a fire chief. Discussion is held by the board members and Chief. Trustee Geddes volunteers to sit on this board. Chair Miller asks for a motion.

	Motion: Trustee Jarrett moves to select Trustee Geddes as our representative for the county EMS committee. Chair Miller asks for any public comment on the motion. None given. Trustee Jarrett seconded the motion. Vote: Jarrett-Yes; Beideman-Yes; Miller-Yes; Geddes-Yes. Unanimous approval.
1:18:55	Agenda Item 5 – Replacement of Rae Fire Station - <i>Standing Agenda Item</i> There hasn't been any activity. Poster boards are going to be produced to be available at community events. The Chief has been reaching out to HOAs who suggest putting him on the agenda next year. Discussion is held amongst the board members and the Chief. Backtracking, Trustee Jarrett asks on the procedure to notify Fort Ellis board. Trustee Geddes will prepare an email to circulate among the trustees to send to the Fort Ellis board.
1:22:22	Agenda Item 6 – Volunteer Firefighters Association Report – <i>Standing Agenda Item</i> Allie Kuntz, President of the Volunteer Association advises the board they have been working on this year's Pancake Breakfast. They have a large turnout of volunteers who would like to help with the breakfast. Firefighters have been going out to business in the district and have received \$1,000s of donations. Firefighter French has provided the Chief with a peer support proposal. They are now looking at more community outreach events. Trustee Geddes asks about presenting to the public the architectural renderings of the new station and firefighter residence accommodations at the public events. The Pancake Breakfast is scheduled for September 20, 2025 from 7-11am.
1:25:56	Agenda Item 7 – Fire Chief's Report Chief Nickolay goes over his fire chief's report. July there were 73 calls which was a busy month. Membership is at 41 members. They will be working on command coverage to bring to the board in the future. Trainings are ongoing. Wildland fire training just completed. The training captain position has completed with interviews and the committee selected a candidate. The Chief sent out a preliminary job offer and all stipulations to that offer have been met. The Chief will now move forward with a final job offer.

	The Chief will continue to work with the EMS district. There were no firefighter injuries and all apparatus are in use. <i>[See Fire Chief's Report-Attachment C]</i>
1:28:02	Trustees' Activities • None at this time.
1:28:12	Announcements • Next Board Meeting – Tuesday, September 23, 2025.
1:29:03	Adjournment

**Board of Trustees for the Hyalite Rural Fire District
Resolution No. 2025-02**

**Resolution of the Board of Trustees to the Gallatin County Board of
Commissioners Providing the Estimated Annual Fiscal Year 2026 Budget for
the Hyalite Rural Fire District and Authorizing the Maximum Mill Levy and
Additional Mills to Include Debt Service as Authorized by the Voters.**

This resolution was introduced and moved by Pete Geddes, seconded by Jason Jarrett.
The Resolution was adopted by a vote of 4-0.

WHEREAS, pursuant to MCA 7-33-2105, the Hyalite Rural Fire District Board of Trustees have the authority to provide adequate and standard firefighting and emergency response apparatus, equipment, personnel, housing, and facilities, including real property, for the protection of the fire district; and

WHEREAS, MCA 7-33-2105 requires the Board of Trustees to prepare annual budgets and request special levies for the budgets of Fire Districts; and

WHEREAS, on August 15, 2025, the Hyalite Rural Fire District posted and published notice of the meeting and a copy of the agenda in which the budget for Fiscal Year 2026 was to be considered, and

WHEREAS, on August 19, 2025 a meeting of the Board of Trustees of Hyalite Rural Fire District was held to consider the Estimated Fiscal Year 2026 budget, and

WHEREAS, a quorum of the Board was present; and

WHEREAS, the Board of Trustees allowed the public to comment on the Estimated Fiscal Year 2026 budget in the form of written comment and oral testimony; and

WHEREAS, the Board of Trustees seeks to receive the same amount of tax money in Fiscal Year 2026 as in Fiscal Year 2025, plus the money on newly taxable property, inclusive of the inflationary adjustment authorized by state law, and the Fiscal Year 2026 revenue should be over and above all cash carryovers from Fiscal Year 2025; and

WHEREAS, in determining whether to levy the full maximum mills, the Board of Trustees considered that there has been no significant decrease in calls for service during the last fiscal year, fire calls and mutual aid calls have increased and therefore an additional appreciation in the total number of calls is anticipated in Fiscal Year 2026; and

WHEREAS, the Board of Trustees also considered the number of critical apparatus', equipment and structures owned by the District are in need of repair or replacement; and

WHEREAS, the Board of Trustees has determined the maximum number of mills allowed by state law is necessary to adequately fund the ongoing public health, safety and welfare duties and activities of the District in order to meet their statutory obligations; and

WHEREAS, the Hyalite Fire District has assumed the debt from the Sourdough Fire District bond in the amount of two million, nine hundred thousand dollars (\$2,900,000) requiring the payment of principal and interest in Fiscal Year 2026.

NOW THEREFORE, IT IS HEREBY RESOLVED:

1. The Estimated Fiscal Year 2026 budget has been established and is hereby presented as described in Exhibit "A".
2. The Board of Trustees request the Gallatin County Commission levy the maximum number of mills allowed by current state statute, based on updated certified taxable values from the State of Montana, Department of Revenue.
3. The Gallatin County Commissioners include the cost of debt service of \$219,233.00 as an additional tax as authorized by the voters.
4. A copy of this Resolution and attached exhibits shall be forwarded to the Gallatin County Finance Director.
5. If needed, the Finance Director is authorized to balance our preliminary budget calculations by either increasing or reducing our future year Capital reserve to meet expected revenue.

Dated this 19th day of August, 2025.


Justin Miller, Chairman
Eugene M. (Pete) Geddes, Vice-Chairman
Ken Beideman, Secretary
Jason Jarrett, Trustee
Walt Zidack, Treasurer

Exhibit A

Hyalite Rural Fire District

FY2026 Budget

**GALLATIN COUNTY
SPECIAL DISTRICT/LIBRARY BUDGET REQUEST FORM**

**FISCAL YEAR
2025-2026**

DISTRICT NAME: Hyalite Rural Fire District

FUND NUMBER: 7220

ANNUAL REVENUE ESTIMATES

DESCRIPTION	FY 24-25 CURRENT BUDGET	FY 24-25 ESTIMATED YEAR END	FY 25-26 REQUEST	COMMENTS
INTEREST	80,000	109,225	80,000	
FIRE INSURANCE COMP				
2% MOTOR VEHICLE TAX				
CONTRIBUTIONS/DONATIONS	1,000	1,640	1,000	
FIRE IMPACT FEES				
CONTRACTS				
TAXES - PENALTY/INTEREST		3,075		
MISCELLANEOUS REVENUE	45,000	45,000	45,000	Ambulance Revenue
LOAN/BOND REVENUE				
OTHER INCOME	169,461	169,461	172,187	St Entitlement & Furs
COUNTY CONTRIBUTION				
SUBTOTAL	295,461	328,401	298,187	

PER UNIT FEE AT \$____/UNIT				
REAL PROPERTY TAXES	2,006,916	2,141,436	2,146,203	
PERSONAL PROPERTY TAXES		70,332		
MILL LEVY	220,093	220,093	219,233	
SUBTOTAL	2,227,009	2,431,861	2,365,436	

TOTAL REVENUES 2,522,470 2,760,262 2,663,623

FOR FISCAL YEAR 2025-2026, WE REQUEST: (select only one)

- ☐ **NUMBER OF MILLS** _____
- ☐ **DOLLAR AMOUNT** _____
- ☒ **MAXIMUM MILLS**

GALLATIN COUNTY
SPECIAL DISTRICT/LIBRARY BUDGET REQUEST FORM

FISCAL YEAR
2025-2026

DISTRICT NAME: Hyalite Rural Fire District

FUND NUMBER: 7220

ANNUAL EXPENDITURE REQUESTS

DESCRIPTION	FY 24-25 CURRENT BUDGET	FY 24-25 ESTIMATED YEAR END	FY 25-26 REQUEST	COMMENTS
SALARIES/WAGES	1,015,600		1,134,276	
EMPLOYER CONTRIBUTIONS				
SUBTOTAL	1,015,600	0	1,134,276	

OFFICE/OPERATING SUPPLIES	147,000		174,500	
OIL/GAS	50,000		50,000	
UTILITIES	70,000		70,000	
REPAIR & MAINTENANCE	100,000		125,000	
TRAVEL	2,000		2,000	
TRAINING	121,000		167,000	
PROFESSIONAL SERVICES	201,500		204,500	
CONTRACT/DONATIONS	0			
DEBT PAYMENT - PRINCIPAL	215,000		215,000	
DEBT PAYMENT - INTEREST	5,093		4,233	
SUBTOTAL	911,593	0	1,012,233	

USE OF FIRE IMPACT FEES	0			
SUBTOTAL	0	0	0	

CAPITAL OUTLAY (THIS YEAR)	1,707,998		132,000	FROM OUTLAY FORM
CAPITAL RESERVE (FUTURE)	1,080,978		2,090,978	FROM RESERVE FORM
SUBTOTAL	2,788,976	0	2222978	

TOTAL EXPENDITURES	4,716,169	0	4,369,487
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BOARD APPROVAL

WE HEREBY SUBMIT OUR FISCAL YEAR 2026 BUDGET REQUEST FOR YOUR REVIEW AND APPROVAL

 CHAIRMAN	406 763-6141 PHONE	 TRUSTEE	406 580 1838 PHONE
 TRUSTEE	406 539-9042 PHONE	 TRUSTEE	 PHONE
 TRUSTEE	618-607-9850 PHONE	 TRUSTEE	 PHONE

**GALLATIN COUNTY
SPECIAL DISTRICT/LIBRARY BUDGET REQUEST
FORM CAPITAL RESERVE FORM**

**FISCAL YEAR
2025-2026**

DEFINITION OF CAPITAL RESERVE (OBJECT CODE 905): YOUR "SAVINGS ACCOUNT". CAPITAL RESERVE IS ESTABLISHED FOR THE REPLACEMENT AND ACQUISITION OF PROPERTY OR EQUIPMENT COSTING IN EXCESS OF \$5,000 WITH A LIFE EXPECTANCY OF TWO (2) YEARS OR MORE. DOLLARS BUDGETED IN CODE 905 MAY NOT BE SPENT IN THIS FISCAL YEAR. RESERVES ARE FOR ITEMS TO BE PURCHASED IN FUTURE YEARS.

DISTRICT/LIBRARY NAME		Hyalite Rural Fire District		
FUND NUMBER		7220		
BOX 1 - FY 2025 CAPITAL RESERVE BUDGET		1,080,978		
BOX 2 - CAPITAL RESERVES TO BE USED IN FY 2026		132,000		
REQUESTED ITEM/ PROJECT DESCRIPTION	ESTIMATED TOTAL COST	ESTIMATED PURCHASE DATE	AMOUNT RESERVED TO DATE	FY 2026 REQUESTED INCREASE
A. Capital Apparatus Fund				1,142,000
B.				
C.				
D.				
E.				
BOX 3 - TOTAL FY 2026 REQUESTED INCREASE (SUM A-E)				1,142,000
BOX 4 - TOTAL CAPITAL RESERVE BUDGET FOR FY 2026 (BOX 1 - BOX 2 + BOX 3)				2,090,978

JUSTIFICATION:

 _____ SIGNATURE	8-19-25 _____ DATE
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**GALLATIN COUNTY
SPECIAL DISTRICT/LIBRARY BUDGET REQUEST
FORM CAPITAL OUTLAY FORM**

**FISCAL YEAR
2025-2026**

DEFINITION OF CAPITAL OUTLAY: EACH ITEM MUST HAVE A VALUE OF \$5,000 OR MORE AND A LIFE EXPECTANCY OF OVER (2) YEARS. CATEGORIES INCLUDE:

910 - LAND

915 - SOFTWARE

920 - BUILDINGS

930 - IMPROVEMENTS TO LAND, I.E. SIDEWALKS, LAWN SPRINKLING SYSTEMS, ETC.

940 - EQUIPMENT/MACHINERY

950 - CONSTRUCTION IN PROGRESS

DISTRICT/LIBRARY NAME		Hyalite Rural Fire District	
FUND NUMBER			7220
REQUESTED ITEM/ PROJECT DESCRIPTION	REPLACING EQUIPMENT? YES/NO	JUSTIFICATION	ESTIMATED TOTAL COST
Replace New Shingles Sourdough Bay-920	No	Rolled Over From FY2025	25,000
Training Burn Building-920	No	Rolled Over From FY2025	7,000
SCBA Compressor-Cottonwood Station-940	Yes	Current Compressor is 15 years old	100,000
TOTAL FY 2026 CAPITAL REQUESTS			132,000

 _____ SIGNATURE	8-19-25 _____ DATE
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**GALLATIN COUNTY
SPECIAL DISTRICT/LIBRARY - CONTACT
INFORMATION FORM FISCAL YEAR 2025-2026**

NAME OF ORGANIZATION	Hyalite Rural Fire District
MAILING ADDRESS	4541 S. 3rd Rd Bozeman, MT 59715

BUDGET DOCUMENTS - BUDGET DOCUMENTS WILL BE FORWARDED TO THE FOLLOWING PRIMARY CONTACT. IF BUDGET DOCUMENTS ARE UNDELIVERABLE TO THE PRIMARY CONTACT, THEY WILL BE SENT TO THE SECONDARY CONTACT PERSON.

PRIMARY CONTACT PERSON	Walt Zidack
TITLE	Treasurer, Board of Trustees
PHONE NUMBER	(406) 539-4358
E-MAIL ADDRESS	wzidack@hyalitefire.org; admin@hyalitefire.org
MAILING ADDRESS (IF DIFFERENT THAN ABOVE)	

SECONDARY CONTACT PERSON	Brian Nickolay
TITLE	Fire Chief
PHONE NUMBER	(406) 586-3770
E-MAIL ADDRESS	bnickolay@hyalitefire.org
MAILING ADDRESS (IF DIFFERENT THAN ABOVE)	

SIGNING AUTHORITY INFORMATION - SHOULD A CONTRACT BE AWARDED, THE FOLLOWING SIGNATORY(S) WILL BE DESIGNATED IN THE CONTRACT.

NAME OF PRIMARY SIGNATORY	Justin Miller
TITLE	Chairman, Board of Trustees
NAME OF SECONDARY SIGNATORY	Walt Zidack
TITLE	Treasurer, Board of Trustees

PLEASE SUBMIT THIS FORM WITH YOUR BUDGET REQUEST

Gallatin County Finance Dept
311 W Main St Rm304A
Bozeman, MT 59715
finance@gallatin.mt.gov

INTERLOCAL AGREEMENT

FIRE CHIEF SERVICES

FORT ELLIS FIRE SERVICE AREA AND HYALITE RURAL FIRE DISTRICT

This Interlocal Agreement (Agreement) is made pursuant to Title 7, Chapter 11, Part 1, Montana Code Annotated on the 1st day of October 2025 (“Effective Date”) between FORT ELLIS FIRE SERVICE AREA, Gallatin County, Montana (“Fort Ellis”) and HYALITE RURAL FIRE DISTRICT, Gallatin County, Montana (“Hyalite”) (collectively the “Parties”).

ARTICLE I PURPOSE

The purpose of this Agreement is to enumerate the specific authorities, duties and funding for the joint and cooperative undertaking where Hyalite provides the services of a Fire Chief (as defined in Sec.7-33-2001, Montana Code Annotated) for Fort Ellis.

ARTICLE II DURATION and TERMINATION

The term of this Agreement will commence on the Effective Date and shall terminate on June 30, 2029. Either party may give 90 days written notice that it will no longer participate in the joint and cooperative undertaking at which time this Agreement shall terminate. Either party may give written notice that a material provision of this Agreement has been breached. Material provisions are payment by Fort Ellis and performance as fire chief pursuant to Section 7-33-2001, MCA by Hyalite.

ARTICLE III CREATION OF LEGAL ENTITIES

This Agreement does not create any new legal entity. All of the obligations and duties of Fort Ellis and Hyalite are not affected by this Agreement.

ARTICLE IV SCOPE, ADMINISTRATION, GOVERNANCE and DUTIES

Hyalite designates its Fire Chief as the individual to act as the Fire Chief for Fort Ellis. The Hyalite designated Fire Chief shall perform the duties and has the obligations set forth in Sec.7-33-2001, MCA for Fort Ellis. Fort Ellis shall accept the designated Fire chief by Resolution. Hyalite’s scope of work is to provide all services necessary for its Fire Chief to perform the duties and obligations necessary in Section 7-33-2001, MCA for Fort Ellis.

The Hyalite Fire Chief will use all appropriate resources of Hyalite to perform under this Agreement, subject to the Fort Ellis annual approved budget, including equipment, supplies and personnel such as the Hyalite training chief, maintenance chief, recruit and retention captain, and

administrative assistant. Hyalite acknowledges that the Fire Chief duties include the duty to maintain the proper training of Fort Ellis personnel including supplies and travel. As part of Fort Ellis's costs and expenses under this Agreement, Hyalite will provide Basic Life Support (BLS) ambulance service as part of its scope of work under this Agreement.

The Fire Chief is subject the direction of the Fort Ellis Sec. 7-33-2001(3), MCA for the performance of the duties and obligations for only the Fort Ellis Fire Service Area and its operations.

The Boards of Trustees of Fort Ellis and Hyalite shall each designate one individual, along with the Fire Chief, to meet no less than once every three months during the term of this Agreement for the purpose of obtaining status reports and to communicate on the issues affecting the joint and cooperative undertaking.

ARTICLE V FINANCING, PERSONNEL COSTS, COSTS AND BUDGET PROPERTY OWNERSHIP and DISPOSITION

Fort Ellis shall pay Hyalite no more than \$225,000 on an annual basis to fulfil the scope of this Agreement. Payments shall be made every month in the amount of \$18,750, with the first payment due to Hyalite on October 1, 2025. If this Agreement is terminated payment shall be made up to the effective day of termination on a pro-rata basis.

No later than the last day of February 2026 and every year thereafter, either party to this Agreement may request adjustment to the payment terms for the upcoming fiscal year beginning on July 1.

Any property purchased during this Agreement to provide service to Fort Ellis shall be made in the name of Fort Ellis and shall not be transferred to Hyalite. Each party shall be responsible for retirement contributions for its own employees only.

ARTICLE VI OTHER NECESSARY AND PROPER MATTERS

1. DISPUTE RESOLUTION

Should a dispute arise as to the meaning of any provision of this Agreement or the Parties' respective rights and obligations under this Agreement that cannot be resolved, the dispute shall be submitted to mediation. A request to mediate shall be submitted in writing by the party desiring mediation and shall specify the dispute for mediation. Within ten (10) working days after receipt of a request for mediation, the party receiving the request shall submit a written response stating its position on the dispute.

If no agreement or resolution is reached within ten (10) working days after receipt of the response by the requesting party, the requesting Party shall provide a list of three (3) names of mediators to the other party, who shall strike one name from the list. The party requesting mediation shall then strike a name.

Each party shall be equally responsible for the costs of the mediation.

If the Parties are unable to resolve the dispute through mediation, then such dispute shall be resolved in a court of competent jurisdiction in compliance with the applicable law.

2. INDEMNIFICATION

Fort Ellis and Hyalite agree that this Agreement creates a joint and cooperative undertaking where Hyalite is performing its scope of work for the benefit of Fort Ellis in exchange for payment. Fort Ellis will hold harmless, defend and indemnify Hyalite its agents and employees from any claim or cause of action resulting from Hyalite's performance of the scope of work of work under this Agreement unless the acts of Hyalite its agents and employees while performing the scope of work under this Agreement are negligent, intentional or willful. Hyalite will hold harmless, defend and indemnify Fort Ellis its agents and employees from any claim or cause of action for acts of Hyalite while it is providing firefighting and emergency response to its own rural fire district.

ARTICLE VII 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 party. 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 either 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 Eighteenth District Court, Gallatin County, Montana. The prevailing party in any action to enforce this Agreement shall be entitled to attorney's fees including those of in-house counsel.

4. SURVIVAL

The obligations of Article V and Article VI, Section 2 shall survive termination of the Agreement.

5. COMPLIANCE WITH LAW

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

6. AMENDMENT

No modification or amendment of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by authorized representatives of both Parties.

7. WAIVER

No waiver of any default shall constitute a waiver of any other default nor shall such waiver constitute a continuing waiver. No waiver of any term or condition of this Agreement shall constitute a waiver of any other term or condition, whether or not similar, nor shall such waiver constitute a continuing waiver.

8. 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.

9. NOTICES

Required notices, except legal notices, shall be given in writing and sent by mail or email to:

To Fort Ellis: Chairperson, 3041 Bozeman Trail Road, Bozeman, MT 59715

To Hyalite: Chairperson, 4541 South 3rd Road, Bozeman MT 59715.

10. RECORDING

Fort Ellis will be responsible for filing an executed copy of this Agreement with the Gallatin County Clerk and Recorder and the Secretary of State pursuant to 7-11-107, MCA, and will provide a copy of the recorded document to Hyalite. Cost of filing will be paid by Fort Ellis.

11. 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.

12. SUPERSESSION AND RATIFICATION

This Agreement shall supersede and replace any previous agreements amongst the Parties related to the purpose and subject matter of this Agreement prior to the Effective Date.

This Agreement entered on the Effective Date by:

FORT ELLIS FIRE SERVICE AREA

HYALITE RURAL FIRE DISTRICT

Chair

Chair



Hyalite Rural Fire District

Fire Chief's Report

August 2025

Prepared by: Fire Chief, Brian Nickolay

1. The Hyalite Fire District responded to a total of 73 incidents in July 2025. Our year total for incidents to date is 404.

- Total July 2024 - 59
- Total July 2023 - 91
- Total July 2022 - 58
- Total July 2021 - 60
- Total July 2020 - 59

2. Our current roster is at 41 members (effective 8/1/2025).

- 1 Career Fire Chief
- 1 Career Assistant Fire Chief
- 2 Division Chiefs
- 1 Career Captains
- 2 Volunteer Captains
- 1 Volunteer Reserve Captains
- 5 Volunteer Lieutenants
- 12 Volunteer Firefighters
- 13 Volunteers Apprentice Firefighters
- 1 Volunteer Driver/Operators
- 2 Volunteer Reserve Firefighters

3. We are continuing to work on our overnight command coverage shortages. We are at 2 of our needed 7 volunteer captains. We have 2 of our new captains working on shadowing command shifts currently. We have started 2 new captains in training. Myself, Assistant Chief Dahlhauser, Division Chief Malone and Division Chief Prato are continuing to work extra to provide coverage at night where we lack availability.

4. We currently have 8 resident firefighters living at the Sourdough Fire Station.

- Current Sourdough Residents -
 - Allie Kuntz, Nick Blommel, Kade O'Brian, Evan Jones, Ruby Weinburg, Zach Fredach, Paige Maunu, and Zane Nordwick.
 - Sourdough resident firefighters continue to fill weekend shifts Friday 7pm – Monday 7am.

5. We currently have 3 resident firefighters living at the Cottonwood Fire Station.
 - Current Cottonwood Residents –
 - Zakkar Tusken, Jack Vincent and Colton Rue-Zindell
 - Cottonwood resident firefighters continue to fill weekday night shifts Monday – Thursday 7pm – 7am.
Non-resident firefighters have stepped up to help fill the Cottonwood overnight shifts.
6. We currently have 4 residents at the Rae house.
 - Current Rae Residents -
 - Kate Brownell, Tyler Palmer, Ted Yewer and Sophie Smith.
7. Non-resident volunteer firefighters continue to cover 6 hour shifts at the Sourdough Fire Station on Monday - Friday 7am – 7pm. With our current level of staffing we are able to cover 4 of our 10 day shifts with at least 2 volunteers.
8. We continue our regular multi company fire and EMS training every Wednesday night and command training twice a month. Our regular training through the month of July and August focused on wildland fire training.
9. We have begun the hiring process of our Training Captain position. We have completed interviews and have offered a candidate a preliminary job offer. We hope to have the new position on board in mid September.
10. The fire district is continuing to be involved with EMS discussion going on in Gallatin County. The current work of the steering committee is to get legal review of creating an EMS district in Gallatin County. This would allow EMS transporting agencies to pool resources on supply ordering, EMS billing and training. The creation of the district would not have taxing authority until it went before the voters. I am still one of the steering committee members.
11. Staff is continuing to work with the members of the Fort Ellis Fire Service Area on the interlocal agreement. Assistant Chief Dahlhauser and myself have been meeting with the Fort Ellis Firefighters one on one. Overall everyone is in support of our plan. We have also been meeting with the current Fire Chief and Deputy Chiefs at Fort Ellis on our integration plan.
12. I am still on the Board of Directors with Montana State Fire Chiefs Association as a combination section director.
13. I am still on the Montana State Fire Chiefs Wildland Fire Committee.
14. I continue to sit on the board of the Gallatin County Fire Council as Vice President. I also continue to chair the Gallatin County Fire Council communications committee.

15. Assistant Chief Dahlhauser continues to chair the training and SOP committee with the Gallatin County Fire Council.

16. I am still a Gallatin County Deputy Fire Warden.

17. We had no firefighter injuries in the month of August.

18. All apparatus are in service.