



Hyalite Rural Fire District

Board Meeting Synopsis Approval Form

The written synopsis of the December 16, 2025 Hyalite Rural Fire District (HRFD) Board of Trustees Annual Board Meeting was approved by motion of the HRFD Board of Trustees on January 20, 2026.

Chair Signature

Justin Miller, Chairman

Printed Name

Secretary Signature

Ken Beideman, Secretary Jason Sorrett, member

Printed Name

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

DATE: DECEMBER 16, 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
Pete Geddes
Walt Zidack
Jason Jarrett
Ken Beideman

STAFF IN ATTENDANCE:

Brian Nickolay, Fire Chief
Chris Dahlhauser, Assistant Fire Chief
Sheryl Wyman, Administrative Assistant
Colin Prato, Division Chief of Maintenance

PUBLIC IN ATTENDANCE:

Allie Kuntz-President, Volunteer Firefighter Association
Kade O'Brian-Representative, Volunteer Firefighter Association
Zakkar Tusken-Volunteer Firefighter
Garrett O'Tool-Volunteer Firefighter

0:00:01	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 Zidack moves to approve consent agenda as presented
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	<p>Trustee Geddes seconded the motion.</p> <p>Vote: Jarrett-Yes; Zidack-Yes; Beideman-Yes; Miller-Yes; Geddes-Yes. Unanimous approval.</p> <p><i>[See November 18, 2025 Board Packet for Consent Agenda items Approved]</i></p>
	REGULAR AGENDA
0:00:29	<p>Agenda Item 1 – Hyalite Volunteer Firefighters Association Report</p> <p>Allie Kuntz, President of the volunteer association presents to the board. They have been very busy and recently held their Night with Santa. The community had a great time. Popcorn was a new feature this year. Volunteer O'Brian has spent a great deal of time making improvements to the gym. It has been re-painted and new equipment has been purchased. New merchandise has been ordered. Winter beanies were given to the volunteers as a thank you.</p>
0:02:38	<p>Agenda Item 2 – Discussion and Decision – Signing of Contract with Jeni Lorash, CPA</p> <p>Chief Nickolay presents the contract to the board. She is charging a flat rate of \$1,250. The Agreement lays out the scope of duties. She will help with the audit and if anything comes up outside the scope of work in the contract, she will charge \$85/hour.</p> <p>Discussion is held and questions asked between the board and Chief</p> <p>Chair Miller asks for any further board discussion. None given.</p> <p>Motion: Trustee Geddes moves to approve.</p> <p>Chair Miller asks for any public comment on the motion. None given.</p> <p>Trustee Jarrett seconded the motion.</p> <p>Vote: Jarrett-Yes; Miller-Yes; Geddes-Yes; Zidack-Yes; Beideman-Yes. Unanimous approval.</p> <p><i>[See Agreement for Accounting Services-Attachment A]</i></p>
0:06:23	<p>Agenda Item 3 – Discussion and Decision – Hiring of 3rd Party for District Research</p> <p>Trustee Geddes sent out an email providing the board some direction in seeing if this is something we would be interested in doing. Discussion is held among the trustees. Trustee Beideman says he was at Trustee Association meeting where a presenter gave information on their consulting services. He will forward the information to the Chief.</p>

	<p>Trustee Geddes says this will help with the inevitable mill levy needed for a new station and this will provide much needed information for the public. An RFP will be prepared to send out to firms. A budget between \$35,000 and \$50,000 will be needed. A request will be put in the RFP for a budget decision.</p> <p>The Chief will bring an RFP to the board for a decision at the next meeting.</p> <p><i>[See Purpose and Questions-Attachment B]</i></p>
0:13:28	<p>Agenda Item 4- Discussion – Replacement of Rae Fire Station – Standing Agenda Item</p> <p>The feeling among the Trustees is to wait on any further action until after the 3rd party review has been completed.</p>
0:14:24	<p>Agenda Item 5- Fire Chief's Report</p> <p>The Chief attended the Gallatin County Planning Board meeting on December 6th and presented a letter from the fire counsel and provided public comment on the ramifications to the proposal to remove the fire sprinkler requirements from one- and two-family dwellings. The Chief will be attending their next meeting.</p> <p>Training is currently on a holiday hiatus.</p> <p>Reid Templeton our Recruitment and Retention Captain will be leaving the department at the end of January. We will advertise for his position.</p> <p>The Shift Captain position closed on the 15th and the hiring process will continue after the first of the year.</p> <p>Division Chief Prato has been working on W-6-1, E-6-3 and C-6-7 to get them in service.</p> <p><i>[See Fire Chief's Report-Attachment C]</i></p>
0:21:12	<p>Trustees' Activities</p> <ul style="list-style-type: none"> • Trustee Geddes has resigned from the County Ambulance Board. Trustee Jarrett will take a look at the scheduling to see if he can participate.
0:22:38	<p>Announcements</p> <ul style="list-style-type: none"> • Next Board Meeting – Tuesday, January 20, 2026
0:22:58	<p>Adjournment</p>

**AGREEMENT
ACCOUNTING SERVICES**

THIS AGREEMENT is entered into by and between **Hyalite Rural Fire District**, herein referred to as "**HRFD**," and Jeni A. Lorash CPA PC, herein referred to "**Contractor**."

WITNESSETH, that the above-named **Contractor** and **HRFD** mutually agree as follows:

1. **Purpose:** The purpose of this Agreement is for the **Contractor** to provide **HRFD** with accounting and payroll services.
2. **Effective Date and Time of Performance:** The term of this Agreement through Fiscal Year 2026 (ending June 30, 2026), commencing immediately upon signature of all parties. Three additional one fiscal year options are available (FY27, FY28, and FY29). Option year(s) will be offered by **HRFD** in writing no later than 90 days before the start of each option year and must be mutually agreed upon by **HRFD** and **Contractor**.
3. **Scope of Project:** The **Contractor** shall provide accounting services as described in the Scope of Work. Attachment A provides a detailed scope of work and by this reference is hereby made a part of this Agreement.
4. **Compensation and Method of Payment:** **Contractor** shall be paid the sum of \$1250.00 per month for work performed. **Contractor** shall bill monthly with an invoice. In the event work is performed beyond the scope of work described in Attachment A, the **Contractor** shall bill **HRFD** \$85.00 per hour for work performed.
5. **Liaison:** **HRFD**'s Administrative Assistant or successor is **HRFD**'s day-to-day liaison with the **Contractor**. **HRFD**'s point of contact for contract-related issues will be Fire Chief Brian Nickolay.
6. **Liquidated Damages:** The **Contractor** agrees to pay **HRFD** all damages and costs incurred by **HRFD** or caused to **HRFD** by reason of the **Contractor**'s failure to perform the terms of this contract.
7. **Hold Harmless and Indemnification:** The **Contractor** shall indemnify, defend, and hold harmless **HRFD**, its officers, agents, and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of the **Contractor**, its officers, agents and employees in performing under the terms of this Agreement.
8. **Independent Contractors:** It is understood by the parties hereto that the **Contractor** is an independent contractor and as such is not an employee of **HRFD** for purposes of tax, retirement systems, or social security (FICA) withholding, Workers' Compensation, unemployment insurance, or for any other purpose. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.
9. **Workers' Compensation and Contractor's Liability:** The **Contractor** expressly waives immunity for injuries to its employees and agrees that the obligation to indemnify, defend, and hold harmless provided for in this Agreement extends to any claim brought by or on the behalf of any employee of the **Contractor**. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of **HRFD**, its agents and employees. To the extent any of the

damages references herein were caused by or resulted from the concurrent negligence of HRFD, its agents or employees, the obligations provided herein to indemnify defend, and hold harmless is valid and enforceable only to the extent of the negligence of the **Contractor**, its officers, agents and employees. In accordance with §§ 39-71-401 and 39-71-405 MCA, **Contractor** agrees to provide workers' compensation insurance for its employees while performing work under this Agreement.

10. **Liability Insurance:** **Contractor** will be required to maintain professional liability insurance in the amount of two-hundred and fifty thousand dollars (\$250,000) per occurrence and five-hundred thousand dollars (\$500,00) in the aggregate. All insurance policies required must be from an insurance carrier licensed to do business in the State of Montana.
11. **Access to Records:** The **Contractor** agrees to maintain reasonable records of performance and compliance with the terms of this Agreement and to allow access to these records by **HRFD**. The **Contractor** shall retain all records for a minimum of seven (7) years, or as required by law, whichever is greater.
12. **Ownership and Public Access:** All reports, information, data, and other materials prepared by **Contractor** pursuant to this Agreement are the property of the **HRFD**, which has the exclusive and unrestricted authority to release, publish, or otherwise use, in whole or in part, information relating thereto. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of **HRFD**. **Contractor** also acknowledges that **HRFD** is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety. The parties agree to confer prior to disclosure of information relating to this Agreement and its performance which may include protected information.
13. **Compliance with Laws and Nondiscrimination:** **Contractor** agrees to comply with all federal, state, and local laws, rules, and regulations. Pursuant to Section 49-2-303 and 49-3-207, Montana Code Annotated, no part of this contract shall be performed in a manner which discriminates against any person based on race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin by the persons performing the Contract. Any hiring shall be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.
14. **Entire Agreement:** This Agreement is the entire, final, and complete agreement between the parties regarding the subject matter hereof and supersedes and replaces all prior written and oral agreements between the parties or their representatives with respect to such matters. Any and all future agreements or changes to this Agreement shall be in writing.
15. **Assignment:** This Agreement and the services to be performed hereunder may not be assigned or sublet by the **Contractor** to a successor contractor without the express written consent of **HRFD**.
16. **Termination:** Either of the parties to this Agreement may without cause and without prejudice to any other right or remedy, terminate this Agreement after thirty (30) days from delivery of a written notice to the party the Agreement is terminated against. Upon any material default or substantial failure to perform this Agreement by either party, the other party shall be entitled to the following remedy:

- a. Stop performing or accepting performance of the contracted work until the matter is resolved.
- b. Within a reasonable time of discover of the defect or failure to perform, mail a written description of the defect or failure to the other party, and:
 - i. If the defect or failure to perform can be cured, demand specific remedial action within a reasonable time certain; or
 - ii. If the defect or failure to perform cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a time within which the alternative performance would be required; or
 - iii. If the defect or failure to perform cannot be cured and no reasonable alternative performance is acceptable, notify the other party of the termination of the Agreement as of a date certain and state therein whether an action for breach of Agreement will be brought.
- iv. Where appropriate, obtain completion of the performance of the remaining balance of the agreement with the original party.
- c. If the defect or failure to perform is not corrected or alternative performance completed within the time certain specified, the party alleging breach may initiate an action including mediation. If an action is brought, the prevailing party shall be entitled to attorney's fees as well as other costs of suit.

17. **Construction Venue:** This Agreement will be construed under and governed by the State of Montana. In the event of litigation concerning it, venue is the 18th Judicial District, in and for the County of Gallatin, State of Montana.

18. **Joint Drafting:** It is hereby expressly understood and agreed that this Agreement was jointly drafted by both undersigned parties. Accordingly, the parties hereby agree that any rule of construction to the effect that an ambiguity is construed against the drafting party shall be inapplicable to any dispute concerning the terms, meaning, or interpretation of this Agreement.

19. **Waiver:** Any failure on the part of any Party hereto to comply with any of its obligations, agreements, or conditions thereunder may be waived by any other party to whom such compliance is owed. To be effective, the waiver shall be in writing and signed by the Board of Trustees and Jeni Lorash. No waiver of any provision of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver.

20. **Severability:** If any provision of this Agreement is invalid or unenforceable in the respective jurisdiction, such provision shall be fully severable from this Agreement and the other provisions thereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed to carry out the provisions and intent thereof.

21. **Statement:** The parties have read this contract and agree to be bound by its terms.

day of

2025.

Hyalite Rural Fire District



Justin Miller Board Chair

By and Between:



Jeni A. Lorash CPAPC

ATTACHMENT A

Scope of Work Accounting Services

1. **GENERAL DUTIES**

- a. HRFD and Contractor will generally follow with the specific duties presented here.
- b. Work with HRFD on projects such as, but not limited to:
 - i. Fiscal Year End Entries
 - ii. Annual Financial Report
 - iii. Audits
 - iv. Budget Creation and Routine Reporting
- c. Provide input on HRFD's Accounting Policies and Procedures
 - i. Provide input on current practices and help define duties within HRFD.
 - ii. Assist in mitigation and elimination of audit findings.

2. **TRANSITION DUTIES**

- a. Assist HRFD in transitioning from a separate outsourced accounting and payroll function to the best practices processes and procedures necessary for outsourcing, not covered in separate scopes of work or contract. Work to include:
 - i. Assist with software identification, procurement, and transition.
 - ii. Provide guidance on processes and procedures, both internal and external, to develop an efficient accounting system.

3. **BI-WEEKLY DUTIES**

- a. Work with HRFD to:
 - i. Complete bi-weekly invoice processing and payment processing.
 - ii. Complete bi-weekly payroll for all HRFD employees, including aspects of all the following:
 1. Collection of timesheets from HRFD.
 2. Complete payroll and liability payments.
 3. Complete adjustments to vacation, sick, and comp time accruals.
 4. Provide reporting to HRFD on each payroll cycle.

4. MONTHLY DUTIES

- a. Complete monthly Board of Trustees financial reports, including the following:
 - i. Dashboard
 - ii. Balance Sheet
 - iii. Budget vs. Actual Report
 - iv. Check Detail
 - v. Credit Card Reconciliation Report
 - vi. Payroll Report
 - vii. Transaction List by Vendor Report
 - viii. Journal Entries Report

5. QUARTERLY DUTIES

- a. Complete 941, Workers' Compensation and Unemployment Reporting.

6. ANNUAL DUTIES

- a. Complete W2 forms and reporting for HRFD employees.
- b. Complete any required 1099's and 1096 for HRFD

7. GENERAL DUTIES

- a. Work with **HRFD** on projects such as, but not limited to:
 - i. Fiscal Year End Entries
 - ii. Annual Financial Report
 - iii. Audits
 - iv. Budget Creation and Routine Reporting
- b. Provide input on creation of an HRFD Accounting Procedures Manual
 - i. Provide input on current practices and help define duties within HRFD.
 - ii. Assist in mitigation and elimination of audit findings

Purpose

Attachment B

In 2028 the Hyalite board will seek voter approval (through a bond measure) for capital infrastructure improvements including upgrades to two of our existing stations and a new construction at a third site. The fundamental purpose of these improvements is to continue delivering quality service to district residents and support our "combined" service model of volunteers supported by paid staff. A major emphasis will be on provision of housing to support our volunteer firefighter residency program which is central to our operating model.

Desired outcomes/product

In order to make the most effective case, ultimately winning voter approval, we seek a contractor to help us better understand the dynamics of growth in our district and provide third party validation of our plans. The Hyalite trustees would like a better undertaking of the following:

- (1) How should we be thinking about growth in our district and what are the most likely scenarios affecting our operations and business planning?
- (2) From an operational perspective what are the present and likely future risks in the Hyalite Fire District, e.g., wildfire, EMS etc., and how is the department prepared, in terms of staffing and equipment, to address those risks?
- (2) What are the prospects of annexation from other jurisdictions* including the City of Bozeman and how might those affect our operations and areas of responsibility? *Recall that back in the day CVFD made attempts to "annex" part of the Rae Fire Service Area, and more recently, CVFD attempted to "annex" a part of the Gallatin Gateway Fire District.
- (3) Are there "lessons learned" from other geographies/jurisdictions that can inform and ultimately enhance our service delivery model? What is this working well and what is not working well? What are the conditions/causes separating success from failure?
- (4) What is the likely future of our neighboring departments and how might we "help them help us" or otherwise engage productively to realize operational and administrative efficiency resulting in better customer service for all involved?



Pete Geddes

Chief External Relations Officer

American Prairie

Mobile (406) 707-0653





Hyalite Rural Fire District

Fire Chief's Report

December 2025

Prepared by: Fire Chief, Brian Nickolay

1. The Hyalite Fire District responded to a total of 55 incidents in November 2025. Our year total for incidents to date is 631.
 - Total November 2024 - 72
 - Total November 2023 - 56
 - Total November 2022 - 60
 - Total November 2021 - 42
 - Total November 2020 - 54
2. Our current roster is at 47 members (effective 12/1/2025).
 - 1 Career Fire Chief
 - 1 Career Assistant Fire Chief
 - 2 Division Chiefs
 - 2 Career Captains
 - 1 Volunteer Captains
 - 1 Volunteer Reserve Captains
 - 5 Volunteer Lieutenants
 - 15 Volunteer Firefighters
 - 7 Volunteers Apprentice Firefighters
 - 1 Volunteer Reserve Firefighters
 - 6 Volunteer Recruit Firefighters
 - 4 Volunteer EMTs
3. We are continuing to work on our overnight command coverage shortages. We are at 1 of our needed 7 volunteer captains. We have 3 of our new captains working on shadowing command shifts currently. We unfortunately will have lost 3 additional volunteer captains by the end of January. 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 -
 - Nick Blommel, Kade O'Brian, Evan Jones, Ruby Weinburg, Zach Fredach, Paige Maunu, Zane Nordwick, and Garrett O'Toole.

- Sourdough resident firefighters continue to fill weekend shifts Friday 7pm – Monday 7am.
- 5. We currently have 4 resident firefighters living at the Cottonwood Fire Station.
 - Current Cottonwood Residents –
 - Zakkar Tusken, Jack Vincent, Colton Rue-Zindell and Allie Kuntz
 - Cottonwood resident firefighters continue to fill weekday night shifts Monday – Thursday 7pm – 7am.
- 6. We currently have 3 residents at the Rae house.
 - Current Rae Residents -
 - Kate Brownell, Tyler Palmer, and Sophie Smith.
 - Ted Yewer left the Rae House and department for a paid firefighter/paramedic position in Ketchum, Idaho.
- 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 November focused on fighting structure and vehicle fires.
- 9. We have completed our lieutenant training for fall of 2025. All 8 firefighters finished the program. Those 8 will now move into a probationary period while they finish up program requirements. Assistant Chief Dahlhauser and Division Chief Malone are providing the training. The training program will run through November and December.
- 10. Reid Templeton has informed us he will be leaving our department as our Recruitment and Retention Captain effective January 31st, 2026. Reid and his wife Olivia will be relocating to Indiana for new opportunities. I will begin a search in January for Reid's replacement.
- 11. Our Shift Captain job closes on December 15th. We will be moving forward with the hiring process in hopes to have a candidate onboarded in January.
- 12. We assisted the Amsterdam Fire District with a residential structure fire on November 1st. We provided 1 structure fire engine, 1 water tender, and 1 command vehicle.
- 13. The fire district continues to be involved with the EMS Steering Group in Gallatin County. I am still one of the steering committee members.
- 14. I am still on the Board of Directors with Montana State Fire Chiefs Association as a combination section director.

15. I am still on the Montana State Fire Chiefs Wildland Fire Committee.
16. I am still on the operational committee for the Northern Rockies Coordination Group.
17. 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.
18. Assistant Chief Dahlhauser continues to chair the training and SOP committees with the Gallatin County Fire Council.
19. I am still a Gallatin County Deputy Fire Warden.
20. We had no firefighter injuries in the month of October.
21. Water Tender 6-1 was out of service from 11/6 - 11/28 for a broken valve replacement. Division Chief Prato was able to perform the repair. The valve placement has been an issue for that truck for several years. Staff is working on a solution.
22. Command 6-3 remains out of service at Billion Ram waiting on a torque converter for the transmission.
23. Division Chief Prato has been working on electrical issues with Engine 6-3 for several months. The truck is still under warranty and Hughes Fire Equipment has been working on the issue.
24. Division Chief Prato is working on the build out process for Command 6-7. We expect the truck to be ready at the end of January.