1. 9:30 A.M. Commission Meeting 8-9-2022 Docs

Documents:

8-9-2022 CM.PDF
8-9-2022 AGENDA DOC.PDF
CASCADE COUNTY COMMISSION MEETING
325 2nd Avenue North, Great Falls, MT
Commission Chambers, Room 105 or via Zoom Webinar
August 9, 2022 - 9:30 a.m.

The Board of Cascade County Commissioners will be broadcasting the Commission Meeting via Zoom. Webinar participants must register in advance for the Commission Meeting: https://us02web.zoom.us/webinar/register/WN_vQrMvpy3QMWJlHOpMEG-BA

After registering, you will receive a confirmation email containing information about joining the webinar.

If you need dial in access: 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free) Webinar ID: 865 8673 1113 Password: 304993

Agenda Topics:

Call to Order: Chairman Briggs

Pledge of Allegiance:

Please note the Agenda order is tentative and subject to change by the Board without prior notice. Therefore, members of the public are encouraged to be in attendance at the time the meeting is scheduled to begin. Public comment during public participation is limited to a maximum seven minutes.

Read Weekly Calendar and Report of Approved Purchase Orders and Accounts Payable Warrants.

Consent Agenda: The Consent Agenda is made up of routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent agenda for separate discussion/vote.

(A) Approval of Minutes and Minute Entries: July 12, 2022 * July 20, 2022 * July 26, 2022 * July 29, 2022 * August 3, 2022

Resolution 22-52: A Resolution Affirming the Adoption of the Stage 1 Fire Restrictions. Effective: August 4, 2022.

City-County Health Department

Contract 22-100: Memorandum of Understanding by and between Cascade County & 341st Missile Wing, MAFB. Purpose: Improve community disaster preparedness and set forth guidance for the designation of MAFB as a non-publicized, limited access POD and proper communication of potential public health issues. Effective upon date of signature, reviewed annually.

1. Motion to Approve or Disapprove

   Contract 22-97: Contract with Alert Services Inc. and Cascade County for the replacement of a Fire Pump Controller at the Adult Detention Center. Total Cost: $49,964.00

   Les Payne
   Public Works Director

2. Motion to Approve or Disapprove

   Contract 22-98: Agreement between Cascade County and the Federal Bureau of Investigations to renew the Flying J Lease to utilize the Cascade County radio repeater site. Effective: 20 years. FBI Lease Cost: $3,500/annually.

   Les Payne
   Public Works Director

3. Motion to Approve or Disapprove

   Contract 22-99: Preliminary Engineering Service Agreement by and between BNSF Railway Company and Cascade County for the Armington Bridge Project.

   Les Payne
   Public Works Director

4. Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners’ jurisdiction. (MCA 2-3-103)

5. Adjournment.
ITEM  Approved checks issued since 7/16/22

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #320936 through #321079 totaling $473,016.68 dated 7/18/2022 thru 7/22/2022.

A listing of all paid checks is available in the Cascade County Commissioners Office.
AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM  Approved checks issued since 7/23/2022

PRESENTED BY:  Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #321080 through #321253 totaling $585,409.63 and EFT #9102482 through #9102497 totaling $387,984.45 for an A/P total of $953,394.08 dated 7/25/2022 through 7/29/2022.

A listing of all paid checks is available in the Cascade County Commissioners Office.
# CASCADE COUNTY WORK SESSION MINUTES

VIA ZOOM ONLINE MEETING

July 20, 2022 – 2:00 P.M.

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Recorders Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on August 9, 2022.

## Board of Cascade County Commissioners
Chairman Briggs excused, Commissioner Jim Larson, and Commissioner Don Ryan.

## Staff Present
Charity Yonker- Planning Director, Susan Shannon- ExpoPark, Mary Embleton – Budget Officer, Michaela Lear-HR office, Abigail Hill – CCHD, Bonnie Fogerty- Commission Office, and Marie Johnson Deputy Clerk & Recorder

## Public Members Present
Devereaux Biddick.

## Zoom Attendees
Jenn Rowell, Kyler Baker, Tina Lopez- Aging Services, Abigail Hill- CCHD, Phoebe Marci and Rae Grulkowski.

### Chairman Briggs opened the work session meeting at 2:00 pm

<table>
<thead>
<tr>
<th>Consent Agenda Items:</th>
<th>Department:</th>
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</thead>
<tbody>
<tr>
<td>Fire Fee Service Area Board Appointment</td>
<td>County Attorneys</td>
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<tr>
<td>Applicant Vacancy Term Expires 5/31/2025</td>
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<tr>
<td>Monarch Jake Parchen (1)</td>
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</tbody>
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### Contract 22-89: Corporation for National and Community Services Agreement 21SFDMT003, Amendment #2 for the second year of a three-year authorization to provide the Foster Grandparent Program in Cascade County. Performance Period: July 1, 2021 - June 30, 2024. Budget Period: July 1, 2022 - June 30, 2024. Total Contract Amount: $206,603 (Federal share $151,802; Local share $54,801 (includes cash and in-kind). | Aging Services |
| Contract 22-90: Contract Amendment Number 1 to Contract for DPHHS Grant Project Title: IV-E Legal Services Child and Family Services Division DPHHS Contract Number: 20223LEGL0012. (Ref: Contract 21-98, R0416475) | CCHD |
| | |
| Contract 22-91: Kelly McDonald Band - State Fair 2022 Grounds Entertainment Total Cost: $13,300 | Expo Fair |
| | 04:07 |
| Contract 22-92: Robocars - State Fair 2022 Grounds Entertainment Total Cost: $25,000 | Expo Fair |
| | 05:21 |
| Contract 22-93: Kardenni - State Fair 2022 Grounds Entertainment Total Cost: $12,000 | Expo Fair |
| | 08:17 |
| Contract 22-94: The Plant Guy - State Fair 2022 Grounds Entertainment Total Cost: $6,000 | Expo Fair |
| | 09:24 |
| Contract 22-95: Strolling Piano - State Fair 2022 Grounds Entertainment Total Cost: $12,000 | Expo Fair |
| | 11:20 |
| Contract 22-96: Romeo Entertainment - State Fair 2022 Total Cost: $451,000 | Expo Fair |
| | 12:49 |
AGENDA –

Agenda Item #1
Resolution #22-50: A Resolution Approving a Tax Benefit for Remodeling, Reconstruction, or Expansion of Calumet Montana Refining LLC’s Renewable Fuel Conversion Project’s cost for the remodeling, reconstruction, or expansion of its facility at 1900 10th Street NE, Great Falls, Montana further described as Government Lots 2-3, Mark 8, Located in Section 01, T20N, R3E, Cascade County, Montana. (Ref: City of Great Falls: Resolution 10456) 21:27

Agenda Item #2
Public Hearing Contract 22-86: Buildings for Lease or Rent Application for Storage Facility. Location: Parcel #2049500 on Lot 030, of Greer Tracts, Section 10, Township 20 North, Range 04 East, P.M.M. Cascade County, MT Applicant: Jessica Sollid 11:33

Agenda Item #3
Public Hearing
Resolution 22-88: Floodplain Variance #2022-013 Initiated by Greg and Elizabeth Mackenstadt. 25:39

Added Item: Final Plat approval for Mountain View Estates North Phase II initiated by Mountain View Estates Development North LLC 26:02

There were no additional items to add to the meeting.

Adjournment: Chairman Ryan closed the work session meeting at 2:41 p.m.
CASCADe COUNTY COMMISSION MEETING
July 26, 2022
Via Zoom and Conference room attendees
9:30 A.M.

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecounty.mt.gov and the Clerk and Recorders Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on August 26, 2022.

Commission: Chairman Joe Briggs excused, Commissioner Jim Larson, and Commissioner Don Ryan were present.

Staff: Carey Ann Haight- Chief Deputy Attorney, Phoebe Marcinek-County Attorneys, Diane Heikkla- Treasurer, Susan Shannon- Expo Park, Charity Yonker- Planning Director, Kevin Angland- Planner, Gary Poore- Planner, Kienna Owen-Quinata- Planner, Mary Embelton-Finance, Bonnie Fogerty-Commission and Marie Johnson-Deputy Clerk & Recorder.

Attendees Via Zoom: Abigail Hill, Jennifer Quick, Mark Leo, Jenn Rowell, Rae Grulkowski, Ryan Buffington, and Riana Leavens.


Call to Order: Commissioner Ryan called the meeting to order. 00:41

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. 01:20

Purchase orders and accounts payable checks: See agenda for payment information. Commissioner Larson made a MOTION to approve purchase orders and accounts payable. Motion carries 2-0 04:27

Treasurers Report: Diane Heikkla read the treasurers report. 04:37

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Larson made a MOTION to (A) Approve minute entries for July 6, 2022 (B) Approval of Routine Contracts as Follows:

Monarch Fire Fee Service Area Board Appointment for Jake Parchen with an expiration date of 5/31/2025. 08:43

Contract 22-89: Corporation for National and Community Services Agreement 21SFDMT003, Amendment #2 for the second year of a three-year authorization to provide the Foster Grandparent Program in Cascade County. Performance Period: July 1, 2021 - June 30, 2024. Budget Period: July 1, 2022 - June 30, 2024. Total Contract Amount: $206,603 (Federal share $151,802; Local share $54,801 (includes cash and in-kind). 08:53

Contract 22-90: Contract Amendment Number 1 to Contract for DPHHS Grant Project Title: IV-E Legal Services Child and Family Services Division DPHHS Contract Number: 20223LEGL0012. (Reimbursable, Renewal) (Ref: Contract 21-98, R0416475) 09:01

City-County Health Department Contract 22-87: MT DPHHS Memorandum of Agreement with Cascade City-County Health Department. The purpose of this Agreement
is to identify the roles and responsibilities of CCHD and DPHHS related to transmitting immunization information to and from Montana's Immunization Information System (imMTrax). Effective: July 26, 2022 - until terminated by either party. 10:03
Motion carries 2-0 to approve items on the consent agenda 10:53

Change in Agenda order:
Commissioner Ryan announced that the agenda order would be changed by having Susan Shannon present agenda items 5-10 first. 12:06

Agenda Item #5
Motion to Approve or Disapprove:
Contract 22-91: Kelly McDonald Band MT State Fair 2022 Grounds Entertainment (July 29 - August 6, 2022) Total Cost: $13,500 + lodging
Susan Shannon Expo Park Director read the background for this contract. 12:46
Commissioner Larson made a MOTION to approve Contract #22-91, contract for Kelly McDonald Band for the purpose of providing country music entertainment at the 2022 Montana State Fair between July 29th thru August 6th, 2022. Compensation is $13,500 due after the final performance on August 6, 2022. Motion carries 2-0 13:28

Agenda Item #6
Motion to Approve or Disapprove:
Susan Shannon Expo Park Director read the background for this contract. 14:53
Commissioner Larson made a MOTION to approve Contract #22-92, contract for the Robots and Cars Entertainment, Inc. for the purpose of providing strolling entertainment where vehicles and be seen transforming into RoboCars at the Montana State Fair between July 29th thru August 6th, 2022. Compensation is $25,000 due after the final performance on August 6, 2022. Two hotel rooms will be provided to the Artist(s) beginning July 28, - August 6, 2022. Motion carries 2-0 16:16

Agenda Item #7
Motion to Approve or Disapprove:
Contract 22-93: Kardenni, J. International Management, Inc. MT State Fair 2022 Grounds Entertainment (July 29 - August 6, 2022) Total Cost: $12,000 + lodging
Susan Shannon Expo Park Director read the background for this contract. 17:06
Commissioner Larson made a MOTION to approve Contract #22-93, contract for the Kardenni J International Management, Inc. for the purpose of providing strolling and stage entertainment at the Montana State Fair between July 29th thru August 6th, 2022. Compensation is $12,000 due after the final performance on August 6, 2022. One hotel room will be provided to the Artist(s) beginning July 28, - August 6, 2022. Motion carries 2-0 18:17

Agenda Item #8
Motion to Approve or Disapprove:
Contract 22-94: Plant Guy, J. International Management, Inc. MT State Fair 2022 (July 29 -August 6, 2022) Total Cost: $6,000 + lodging
Susan Shannon Expo Park Director read the background for this contract. 19:20
Commissioner Larson made a MOTION to approve Contract #22-94, contract for the Plant Guy J International Management, Inc. for the purpose of providing strolling and stage entertainment at the Montana State Fair between July 29th thru August 6th, 2022. Compensation is $6,000 due after the final performance on August 6, 2022. One hotel room will be provided to the Artist(s) beginning July 28, - August 6, 2022. Motion carries 2-0 20:22
Agenda Item #9
Motion to Approve or Disapprove:
Contract 22-95: Strolling Piano, J. International Management, Inc. MT State Fair 2022 (July 29 - August 6, 2022) Total Cost: $6,000 + lodging
Susan Shannon Expo Park Director read the background for this contract. 21:21
Commissioner Larson made a MOTION to approve Contract #22-95, contract for the Strolling Piano, J. International Management, Inc. for the purpose of providing strolling and stage entertainment at the Montana State Fair between July 29th thru August 6th, 2022. Compensation is $12,000 due after the final performance on August 6, 2022. Two hotel rooms will be provided to the Artist(s) beginning July 28, - August 6, 2022. **Motion carries 2-0 23:33 This motion was revised to include two hotel rooms instead of one.**

Agenda Item #10
Motion to Approve or Disapprove:
Contract 22-96: Romeo Entertainment Group - MT State Fair 2022 Concerts
Mini Pop Kids (July 30, 2022) Cheap Trick (August 3, 2022) The Beach Boys (July 31, 2022)
Chase Rice (August 5, 2022) Skillet (August 1, 2022) Dwight Yoakam (August 6, 2022)
Total Cost: $451,000 (flat guaranteed rate)
Susan Shannon Expo Park Director read the background for this contract. 24:15
Commissioner Larson made a MOTION to approve Contract #22-96, a contract for the Romeo Entertainment Group for the purpose of acting as the Entertainment Consultant and providing night show entertainment to include Mini Pop Kids, July 30th, The Beach Boys July 31st, Skillet August 1st, Cheap Trick August 3rd, Chase Rice, August 5th, Dwight Yoakam August 6th, at the 2022 Montana State Fair. Compensation Total $451,000. **Motion carries 2-0 26:34**

Agenda Item #1
Motion to Approve or Disapprove: Public Hearing
Resolution #22-50: A Resolution Approving a Tax Benefit for Remodeling, Reconstruction, or Expansion of Calumet Montana Refining LLC’s Renewable Fuel Conversion Project’s cost for the remodeling, reconstruction, or expansion of its facility at 1900 10th Street NE, Great Falls, Montana further described as Government Lots 2-3, Mark 8. Located in Section 01, T20N, R3E, Cascade County, Montana (Ref: City of Great Falls: Resolution 10456) 27:34

Close the Commission Meeting:
Commissioner Ryan recessed the Regular Commission Meeting at 9:58 a.m.

Open the Public Hearing:
Commissioner Ryan opened the Public Hearing at 9:59 a.m.

Staff Report:
Carey Ann Haight presented this Resolution for a tax benefit. 28:35 – 31:01

Waived Reading of Public Notice:
The reading of the Public Notice was waived without objection. 31:25 (See Exhibit A)

Call to Applicant:
Commissioner Ryan called for the applicant to speak with no response. 32:34

Call for Written Testimony:
Commissioner Ryan called for written testimony with no response. 32:59

Call for Proponents:
Commissioner Ryan called for Proponents, three times with no response. 33:01

Call for Opponents:
Commissioner Ryan called for Opponents, three times with no response. 33:23

Call for Informational Witnesses:
Commissioner Ryan called for Informational Witnesses, three times with no response. 33:33
Close to Public Hearing:
Commissioner Ryan closed the Public Hearing at 10:04 a.m.

Resume Regular Commission Meeting:
Commissioner Ryan re-opened the Commission Meeting at 10:04 a.m.
Commissioner Larson made a MOTION to approve Resolution 22-50, a resolution approving a tax benefit for remodeling, reconstruction, or expansion of Calumet Montana Refining LLC's Renewable Fuel Conversion Project at its facility at 1900 10th Street NE, Great Falls, MT further described as Government Lots 2, 2, Mark 8 located in Section 1, Township 20 North, Range 3 East, Cascade County Montana. Motion carries 2-0

Agenda Item #2
Public Hearing
Contract 22-88: Floodplain Variance #2022-013 Request
Project Location: 76 Eaton Avenue, Great Falls, MT
Initiated by: Greg & Elizabeth Mackenstadt

Close the Commission Meeting:
Commissioner Ryan recessed the Regular Commission Meeting at 10:06 a.m.

Open the Public Hearing:
Commissioner Ryan opened the Public Hearing at 10:06 a.m.

Waived Reading of Public Notice:
The reading of the Public Notice was waived without objection. 36:23 (See Exhibit B)

Staff Report:
Charity Yonker read the Staff Report with added revisions. 36:58 – 1:19

Call to Applicant:
Commissioner Ryan called for the applicant to speak. 1:20
Greg Mackenstadt, of 76 Eaton Avenue spoke. 1:21

Call for Proponents:
Commissioner Ryan called for Proponents: 1:24
Eric Mills of 68 Eaton Avenue spoke. 1:25
Rosa Lea Quell of 72 Eaton Avenue spoke. 1:27
Michael Hryszko of 70 Gibson Flats Road spoke. 1:29
Leonard Roberts of 21 Eaton Avenue spoke. 1:30
Barney Cooper of 4 Eaton Avenue spoke. 1:34
Bill Johnson of 25 Blue Bird Drive spoke. 1:36
Elizabeth Mackenstadt of 76 Eaton Avenue spoke. 1:38
Dale Schaeffer of 1708 22nd Avenue South spoke. 1:42
Michael Hryszko of 70 Gibson Flats Road spoke. 1:47
Annette Chmiel of 40 Eaton Avenue spoke. 1:50
Commissioner Ryan called for more proponents, three times with no response. 1:53

Call for Opponents:
Commissioner Ryan called for Opponents, three times with no response. 1:53

Call for Informational Witnesses:
Commissioner Ryan called for Informational Witnesses, three times with no response. 1:54

Call for Written Testimony:
Commissioner Ryan called for written testimony which an email from Michael Kubas of 60 Eaton Avenue was placed in the record (See Exhibit C). with no response. 1:55

Close to Public Hearing:
Commissioner Ryan closed the Public Hearing at 11:24 a.m.

Resume Regular Commission Meeting:
Commissioner Ryan re-opened the Commission Meeting at 11:24 a.m.
Commissioner Ryan called for a motion.
Commissioner Larson made a **MOTION** to table this variance request until the next Commission meeting. **1:55**  
There was further discussion amongst Commission, Staff, and the applicants. **1:56-2:16**  
Commissioner Larson revised the **MOTION** to table the variance request until August 4, 2022, at 1:30 p.m. **Motion carries 2-0**

**Break:**  
Commissioner Ryan called for a break at 11:48 a.m.

**Meeting in session.**  
Commissioner Ryan announced action on agenda item #3. **2:18**

**Agenda Item #3**  
**Motion to Approve or Disapprove**  
**Contract 22-66: Buildings for Lease or Rent Application for Storage Facility.**  
Location: Parcel #2049500 on Lot 30, of Greer Tracts, Section 10, Township 20 North, Range 4 East, P.M.M. Cascade County, MT  
Applicant: Jessica Sollid **2:18**  
Kienna Owen-Quinata presented this storage facility. **2:19**  
Commissioner Larson made a **MOTION** to adopt the staff report and approve that the two (2) 30'x210' buildings totaling 12,600 sq feet, eight (8) 30'x220' buildings totaling 52,800 sq feet with 466 storage units overall and one (1) 900 sq foot office located on parcel #2049500 with geocode 02-3016-10-1-01-05-000A be subject to the following condition.  
1. The applicant must obtain any other required Federal, State or County permits and/or approvals. **Motion carries 2-0** **2:27**

**Agenda Item #4**  
**Motion to Approve or Disapprove**  
**Final Plat Approval Mountain View Estates North Phase II Major Subdivision**  
Initiated by: Mountain View Estates Development North, LLC **2:27**  
Kienna Owen-Quinata presented this storage facility. **2:28**  
Commissioner Larson made a **MOTION** to adopt the staff report and approve the final plat for Mountain View Estates North Phase II Major Subdivisions due to the 21 on conditions being met. **2:37**

**Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners’ jurisdiction. (MCA 2-3-103)**  
Commissioner Ryan called for public comment. **2:37**  
**Russell Leitheiser of 440 Vaughn North Frontage Road** spoke. **2:38**  
There was further discussion amongst Commission, Staff, and the applicants. **2:39**  
**Steven Feist of 446 Vaughn North Frontage Road** spoke. **2:47**  
**Steven Vinnedge of 13 Bend View Lane** spoke and presented a handout (See Exhibit “D”). **2:50**

**Devereaux Biddick of 610 Copper Court** spoke. **2:59**

**Adjournment:** Commissioner Ryan adjourned this Commission Meeting at 12:36 a.m.
Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Recorders Office. This is a written record of the meeting to reflect all the proceeding of the Board. MCA 7-2-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on August 23, 2022.

Cascade County Commission: Chairman Joe Briggs, Commissioner Jim Larson, and Commissioner Don Ryan.

Present: Carey Ann Haight, Phoebe Marcinek, Josh Racki, Sheriff Slaughter, Bonnie Fogerty, and Marie Johnson.

Public Attendance: Rae Grulkowski, Devereaux Biddick, Shane Etzwiler, Geraldine Jambretz, Tony Rausch, Linda Madsen, Steven Vinnedge, Leighton Dresch, and Jan Wenaas.

Zoom Attendees: Jenn Rowell, Richard Liebert, and 1-406-590-9017.

Call to Order: Chairman Briggs called the special meeting to order. 00:01

Agenda Item #1 Motion to Approve or Disapprove Resolution 22-51: Resolution of Intent to implement a Public Safety Mill Levy and submit the Levy to a vote of the public. 00:49

Josh Racki presented Resolution of Intent 22:51 by reading the general information found in Agenda Action Report #1. 01:00

Commissioner Ryan made a MOTION to approve Resolution 22-51: A Resolution of Intent to implement a Public Safety Mill Levy and submit the Levy to a vote of the public. 04:38

Sheriff Slaughter comments. 13:07-18:40

Chairman Briggs called for public comment on this Resolution of Intent.

Tony Rausch of 608 Beth Drive spoke. 18:55
Shane Etzwiler of Great Falls Chamber of Commerce spoke. 19:50
Ruth Wardell spoke. 23:32
Desma Misner spoke. 24:39
Julie Bass spoke. 25:06
Steven Vinnedge of 13 Bend View Lane spoke. 25:26
Carol Robinson spoke. 29:40

Conversation amongst Commission, staff, and public. 32:39-35:30
Richard Liebert spoke via Zoom. 35:32
Chairman Briggs called for action on the motion. Motion carries 3-0 40:39

Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103):

Julie Bass spoke. 41:04
Josh Racki announced that during the public comment period they can send an email to publicsafetylevy@cascadeountymt.gov 42:40
Richard Liebert spoke via Zoom. 44:00
Sheriff Slaughter gave his closing comments. 44:31

Adjournment: Chairman Briggs adjourned the special meeting at 09:40 a.m.
Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Recorders Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on August 23, 2022.

**AGENDA –**

**Contract 22-97:** Contract with Alert Services Inc. and Cascade County for the replacement of Fire Pump Controller at the Adult Detention Center. Total Cost: $49,964.00 03:28-05:55

**Contract 22-98:** Agreement between Cascade County and the Federal Bureau of Investigations to renew the Flying J Lease to utilize the Cascade County radio repeater site. Effective: 20 years. FBI Lease Cost: $3,500/annually. 05:56-07:24

**Contract 22-99:** Preliminary Engineering Service Agreement by and between BNSF Railway Company and Cascade County for the Armington Bridge Project 07:25-13:57

There were no additional items to add to the meeting.

**Adjournment:** Chairman Briggs closed the work session meeting at 2:14 p.m.
ITEM: Resolution 22-52
  Affirming the Adoption of the
  Stage I Fire Restrictions

INITIATED AND PRESENTED BY: Brad Call, DES
  Carey Ann Haight, Deputy County Attorney

BACKGROUND:
Due to the ongoing increase in fire danger and a pattern of high winds throughout Cascade County, Cascade County’s DES Coordinator polled the rural fire chiefs regarding the implementation of Stage I Fire Restrictions and received overwhelming support for the immediate implementation of Stage I Fire Restrictions. Accordingly, Chairman Joe Briggs enacted Stage I Fire Restrictions in Cascade County on August 4, 2022.

Resolution 22-52 serves to affirm by the Board of County Commissioners the emergency adoption of Stage I Fire Restrictions on August 4, 2022 by the Commission Chairman.

RECOMMENDATION: Approval of Resolution 22-52, Affirming the Adoption of Stage I Fire Restrictions.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chairman, I move that the Commission APPROVE, Resolution 22-52, Affirming the Adoption of Stage I Fire Restrictions.

MOTION TO DISAPPROVE: Mr. Chairman, I move that the Commission DISAPPROVE, Resolution 22-52.
BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

IN THE MATTER OF AFFIRMING THE
ADOPTION OF STAGE 1 FIRE RESTRICTIONS

RESOLUTION 22-52

WHEREAS, MCA 10-3-402 provides for the Presiding Officer (Chairman) of a county commission to unilaterally make an emergency declaration and MCA 2-3-112 provides that the requirements for public participation and notice do not apply to “an agency decision that must be made to deal with an emergency situation affecting the public health, welfare or safety;” and,

WHEREAS, due to the ongoing increase in fire danger and a pattern of high winds throughout Cascade County, Cascade County’s DES Coordinator polled the rural fire chiefs regarding the implementation of Stage 1 Fire Restrictions and received overwhelming support for the immediate implementation of Stage 1 Fire Restrictions; and

WHEREAS, all three (3) commissioners concurred with the request of the County’s Disaster and Emergency Services Director in the need to take this emergency action; and,

WHEREAS, Commission Chairman Joe Briggs did authorize that Cascade County move into Stage 1 Fire Restrictions, effective immediately on August 4, 2022; and,

WHEREAS, the Stage 1 Fire Restrictions included the following limitations:

1. Open burning is prohibited.

2. Campfires are allowed ONLY in a developed recreation site or improved site where developed campfire rings are provided.

3. Smoking is permitted ONLY within an enclosed vehicle, inside a building, or in an area where at least three feet in diameter is cleared of all flammable materials.

4. Campers are ONLY allowed to cook using a device that is solely fueled by liquid petroleum or LPG fuels and can be turned on and off.

5. All Fireworks are prohibited. All exploding targets (available for sale to recreational shooters) are also considered a pyrotechnic product and are also prohibited.

6. Persons using charcoal briquettes are allowed ONLY on private property in a “backyard” barbeque located in an area that is barren or cleared of all overhead and surrounding flammable materials within three feet of the device.

WHEREAS, these restrictions were set in place until altered or removed by the Cascade County Commission; and,
NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Cascade County affirm and ratify the emergency action taken by Chairman Briggs on August 4, 2022, to enact Stage 1 Fire Restrictions within Cascade County.

Passed and adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

______________________________
Joe Briggs, Chairman

______________________________
James L. Larson, Commissioner

______________________________
Don Ryan, Commissioner

Attest

On this ___ day of ______, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

______________________________
Rina Fontana Moore, Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.
PRESS RELEASE
FOR IMMEDIATE RELEASE

DATE:     August 4, 2022
CONTACT:  Joe Briggs        454-6810
          Chairman, Board of Cascade County Commissioners

FOR IMMEDIATE RELEASE

Cascade County Declares Fire Emergency – Imposes
Phase 1 Fire Restrictions Effective Immediately

GREAT FALLS, Montana – EFFECTIVE IMMEDIATELY, CASCADE COUNTY IMPOSES
PHASE 1 FIRE RESTRICTIONS PURSUANT TO AN EMERGENCY DECLARATION

Due to the ongoing increase in fire danger and a pattern of high winds throughout
Cascade County our DES coordinator has polled the rural fire chiefs regarding the
implementation of Stage 1 Fire Restrictions. The Chiefs overwhelmingly support the
immediate implementation of these restrictions.

All three county commissioners concur with the request of Cascade County’s Rural
Fire Chiefs and pursuant to MCA 10-3-402, Chairman Joe Briggs has declared a fire
emergency in Cascade County, and effective immediately has imposed the following
Stage 1 Fire Restrictions:

1. Open burning is prohibited.
2. Campfires are allowed ONLY in a developed recreation site or improved site where
developed campfire rings are provided.
3. Smoking is permitted ONLY within an enclosed vehicle, inside a building, or in an
area where at least three feet in diameter is cleared of all flammable materials.
4. Campers are ONLY allowed to cook using a device that is solely fueled by liquid
petroleum or LPG fuels and can be turned on and off.
5. All Fireworks are prohibited. All exploding targets (available for sale to recreational
shooters) are also considered a pyrotechnic product and are also prohibited.
6. Persons using charcoal briquettes are allowed ONLY on private property in a
“backyard” barbeque located in an area that is barren or cleared of all overhead and
surrounding flammable materials within three feet of the device.

These restrictions shall be in place until altered or removed by the Cascade County
Commission. For more information, please contact Cascade County’s Disaster and
Emergency Services at (406) 454-6900.
Agenda Action Report  
Prepared for the  
Cascade County Commission  

ITEM: MOU between Cascade County and 341st Missile Wing, Malmstrom Air Force Base  

INITIATED AND PRESENTED BY: Abigail Hill, Public Health Officer  

ACTION REQUESTED: Approval of Contract #22-100  

BACKGROUND:  
This Memorandum of Understanding (MOU) will improve community disaster preparedness between the 341st Missile Wing, Malmstrom Air Force Base (AFB), Montana (hereinafter “MAFB”) and the Cascade City-County Health Department (hereinafter “Health Department”) 

TERM: August 9, 2022 – August 9, 2027  

AMOUNT: n/a  

RECOMMENDATION: Approval of Contract #22-100  

TWO MOTIONS PROVIDED FOR CONSIDERATION:  

MOTION TO APPROVE:  
Mr. Chair, I move that the Commission APPROVE Contract #22-100, MOU between Cascade County and 341st Missile Wing, Malmstrom Air Force Base.  

MOTION TO DISAPPROVE:  
Mr. Chair, I move that the Commission DISAPPROVE Contract #22-100, MOU between Cascade County and 341st Missile Wing, Malmstrom Air Force Base.
MEMORANDUM OF UNDERSTANDING
BETWEEN
CASCADE COUNTY AND
341ST MISSILE WING, MALMSTROM AIR FORCE BASE

This Memorandum of Understanding (MOU) is entered into by and between Cascade County AND the 341st Missile Wing, Malmstrom Air Force Base.

I. This Memorandum of Understanding (MOU) will improve community disaster preparedness between the 341st Missile Wing, Malmstrom Air Force Base (AFB), Montana (hereinafter "MAFB") and the Cascade City-County Health Department (hereinafter "Health Department").

II. Introduction and Background:

The Strategic National Stockpile (SNS) is a national repository of medical supplies, antibiotics, chemical antidotes, antitoxins, life support medications, IV administration, airway maintenance supplies and medical/surgical items for immediate deployment to a designated site within 12 hours of request approval. The SNS is designated to supply and re-supply the state with pharmaceutical and/or medical supplies. A clinical Point of Dispensing (POD) is the vehicle by which these medical supplies are dispensed throughout the county.

Communication between MAFB leadership and the Health Department is a requisite activity for the safe and effective mitigation of emerging public health emergencies and outbreaks. The Cascade City-County Health Department has responsibilities for protecting the public health or safety including infection investigation and information gathering pursuant to Montana Code Annotated (MCA) 50-1-101, 37-2-301, 50-18-106 and Administrative Rules of Montana (ARM) 37.114.201(1).

III. Purpose of the Memorandum:

The purpose of this MOU is to set forth guidance for the designation of MAFB as a non-publicized, limited access POD and enable proper two-way communications of potential public health issues that affect individuals residing within Cascade County, both on and off base.

IV. Agreement:

MAFB will request SNS support through the Health Department and the Health Department will assess and request SNS support in accordance with the terms and conditions outlined in this MOU.

MAFB and the Health Department will continue communication and reporting public health information between agencies as required.
V. Terms and Conditions:

a. The 341st Medical Group will:

i. Point of Distribution Operations:
   1. As lead public health agency for MAFB, communicate requests for medical supplies to Emergency Support Function-8 (ESF-8) representatives at the Cascade County Emergency Operations Center (EOC).
   2. Provide prophylactic oral medication, vaccination treatment, and medical supplies to the following populations:
      a. Active duty service members.
      b. Department of Defense civilian employees.
      c. Dependents of active duty service members residing on MAFB, Montana.
      d. All personnel on MAFB, Montana in event the base prohibits the entry and exit of personnel and treatment is needed.
      e. All MAFB beneficiaries, but only in certain circumstances. For example, if the base is closed for entry and exit then beneficiaries residing off base need to acquire medication and vaccinations through Cascade County’s community response. In the event there is no restricted base entry and exit, beneficiaries residing off base would be supported by the MAFB POD.
   3. Utilize current management system to provide the prophylactic treatment.
   4. Upon completion of the event, provide the names, dosages, lot numbers, date medication provided, and any adverse effects to the Health Department.
   5. Return any un-used medical supplies to the Logistics Staging Area per instructions from the Cascade County EOC.
   6. When and where possible, provide augmentation to response efforts in the local community upon request from Cascade County EOC.

ii. Communicable Disease Reporting and Communication:
   1. Communicate with the Health Department about the following information about a suspected reportable communicable disease case:
      a. Demographic information (First and last name and middle initial, physical address including city, state and zip code, date of birth, gender, race, and ethnicity of the case).
      b. Dates of onset of the disease or condition and the date reported to the health department.
      c. Whether or not the case is suspected or confirmed.
      d. Name and address of the case's physician.
      e. Name of the reporter or other person the Health Department can contact for further information regarding the case.
f. The information required by the first item above must be supplemented by any other information which is related to case management and/or investigation of the case.

b. The Health Department will:

i. Point of Distribution Operations:
   1. As the lead agency for Cascade County ESF-8 public health emergencies, assess and request SNS support based on:
      a. Number of cases or potential rate of infection
      b. Number of projected casualties
      c. Projected population needs in the area (Military and transients)
      d. Clinic capacity at the time of the event
      e. State resources identified, pharmacy distributors, oxygen availability, nearby hospitals, and in-state alternative care centers
   2. Through the Cascade County EOC, coordinate delivery of SNS material to the MAFB POD and notify the 341st Medical Group Commander (406-731-3863) or a designee when material will be delivered. Method, time, and security of delivery will be based on the contingency.
   3. If needed/indicated, request support from 341st Medical Group for assistance with response efforts within the local community.

ii. Communicable Disease Reporting and Communication
   1. Provide information to MAFB Public Health about local public health issues including:
      a. Positive test results of a reportable disease involving an individual assigned to MAFB
      b. Disseminate current reportable disease lists
      c. Disseminate reporting instructions
      d. Provide information about local public health issues and trends

VI. Effective Period:

Effective Period. This agreement is effective upon date of signature, for a period of five years. It may be continued without change during that period but must be reviewed annually by all parties.

VII. Modification, change, or amendment:

Any modifications, changes, or amendments to this agreement must be in writing, and are contingent upon each party's approval. The modification, change, or amendment must be signed by all parties.
VIII. **Termination:**

The agreement may be cancelled at any time by mutual consent of the parties concerned. The agreement may also be terminated by either party upon giving 60 days written notice to the party. In the case of mobilization or other emergency, the agreement may be terminated immediately upon written notice by any party, and it will remain in force during mobilization or other emergency only within the parties' capabilities.

IX. **Concurrence:**

It is agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as expressed in this document. All parties to this agreement concur with the level of support and resource commitments that are documented herein.
Cascade City-County Health Department

Cascade County Public Health Officer

Date: ____________________________

Soo A. Sohn, Col, USAF
Commander, 341st Medical Group

Date: ____________________________

Barry E Little, Col, USAF
Commander, 341st Missile Wing

Date: ____________________________
Cascade County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Joe Briggs, Chair

James Larson, Commissioner

Don Ryan, Commissioner

Attestation:

On this __________________day of ________________________, 2022, I hereby attest the above-written signatures of Joe Briggs, James Larson, and Don Ryan, Cascade County Commissioners.

Rina Fontana Moore
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

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August 9, 2022

Agenda #1

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Fire Pump Controller Replacement at the ADC

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract #22-97

PRESENTED BY: Les Payne, Public Works Director

SYNOPSIS:
The Cascade County Sheriff's Office, located at 3800 Ulm N Frontage Rd, has had issues with its fire pump controller, the current controller is outdated, not communicating with the current fire system. These issues have caused the facility to fail multiple fire inspections. After working with a local mechanical engineer and Alert Services, it has been determined that the current controller needs to be replaced. Because this is hooked to the current fire system, that is maintained by Alert Services, this is considered a sole sourced item, therefore only one quote was received, this being from Alert Services of Great Falls, MT, for a total cost to the county of $49,964.00.

RECOMMENDATION:
After reviewing and discussing with all parties involved, Public Works recommends that the commission approves the following contract with Alert Services, for the replacement of one new fire pump controller panel, and all labor and parts needed for the removal of the old controller, and the installation of the new controller, for a total cost to the county, of $49,964.00.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:
"Mr. Chair, I move the Cascade County Commission APPROVE Contract #22-97: between Cascade County and Alert Services, for the replacement of one fire pump controller, located within the Cascade County Sheriff’s Office, for a total cost to the county of $49,964.00 and instruct staff to complete the process."

MOTION TO DISAPPROVE:
"Mr. Chair, I move the Cascade County Commission DISAPPROVE Contract #22-97:"
CONTRACT

In consideration of the mutual promises and consideration set forth herein between ALERT SERVICES, INC., a domestic for-profit corporation located at 32 Collins Road 292, Ulm, MT 59485, (Contractor) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. **Contract Purpose And Scope Of Contract Work:** The purpose of this contract is for the Contractor to replace the non-functioning Fire Pump Controller at the Cascade County Detention Center (Facility) with a new controller as more fully set forth in the Contractor’s bid proposal dated July 13, 2022, which is attached hereto as Exhibit A and incorporated herein by reference, and as further directed by County through its Public Works Director, Les Payne. In the event Contractor’s bid/quote contains terms which conflict with this Contract, the terms of this Contract will be controlling.

2. **Performance Standards:** Except as otherwise expressly provided, the Contractor shall fully perform all Contract Work and shall do so in a timely, professional and good workmanlike manner and in accordance with prevailing industry standards and customs. Contractor shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). Contractor will promptly repair any damage. Contractor will be required to properly sign and secure the work site so as to maintain, at all times, the safety of County’s employees, agents, invitees and public.

3. **Contract Time:** Contractor shall fully complete the Contract Work no later than ninety (90) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. **Contract Sum:** Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of FORTY-NINE THOUSAND NINE HUNDRED SIXTY-FOUR AND 00/100 DOLLARS ($49,964.00) upon final acceptance of the work. The stated Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

5. **Contract Payment:** As a condition precedent to payment, the Contractor shall conduct a final inspection of the Contract Work with the Authorized Representative of the County. The County shall promptly comply and participate with any reasonable request of the Contractor for final inspection. Upon final inspection and receipt of the Contractor’s application for payment, the County may withhold, pending mutual compromise or judicial resolution, payment of all or a portion of the Contract Sum, to the extent reasonably necessary to protect the County, if in the County’s opinion the Contract Work is not accepted. If the County withholds payment under this section, the County shall notify the Contractor of the withholding and the reason therefor no later
than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law. Partial payment under this section shall not constitute or be construed to constitute the County’s acceptance of any disputed portion of the Contract Work. Acceptance of final payment by the Contractor shall constitute a waiver of all Contractor claims against the County except those previously made in writing and identified by the Contractor as unsettled prior to receipt of the final payment from the County.

6. **Force Majeure:** If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

7. **Insurance:** Prior to commencing work under this agreement, the Contractor shall purchase and maintain until final payment on all Contract Work such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable. Contractor's proof of insurance as provided to County is attached hereto as Exhibit A to this contract and such coverages shall remain in full force and effect for the duration of this Contract. If requested, Contractor will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

8. **Background Checks:** Contractor its officers, agents, and representatives performing Contract work shall observe and comply with all safety rules and regulations as it pertains to the facility and the operations of the Facility during the term of the Contract. Contractor, its officers, agents, and representatives who are working at the Facility shall be subject to background checks. It is further agreed that the background check may include, but is not limited to, a reference check, criminal history check and active warrant check. The arrest and/or charging with a criminal act, including misdemeanors, may result in such personnel being barred from the Facility's premises.

9. **Contractor Registration:** Construction contracts greater than $2,500 require Contractors to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to Contract execution. A copy of the registration certificate must be provided to the County. Contractor’s registration number is #254718 and expires on the 29 day of April, 2024.

10. **Indemnification:** Contractor agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of
the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

11. **Montana Prevailing Wage Rate and Gross Receipts Tax:** Contractor may be subject to the requirements of the Montana contractor’s gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. Contractor will pay Montana Davis Bacon wages.

12. **General Warranty:** The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

13. **Choice of Law and Venue:** This Contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

14. **Entire Agreement and Modification:** This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

15. **Severability:** If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

16. **Mutual Assent and Authority:** The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.
DATED this ___ day of August, 2022

Contractor:

________________________________________

STATE OF MONTANA )
County of Cascade )

This instrument was signed or acknowledged before me on this ___ day of ______, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the
day and year in this certificate first above written.

________________________________________

Notary Public for the State of Montana
Residing at ____________________________

(My Commission expires:_______________)

(NOTARIAL SEAL)
County:
BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

Jim Larson, Commissioner

Don Ryan, Commissioner

Attest

On this ___ day of __________, 2022, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Ft. Moore
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

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ALERT SERVICES INC
11 5TH ST N # M
GREAT FALLS, MT 59101

REGISTRATION NO. 254718
EXPIRATION DATE 04/29/2024

Employer
Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Site Agreement Between Cascade County and the Federal Bureau of Investigations

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract #22-98

PRESENTED BY: Les Payne, Public Works Director

SYNOPSIS:
The Cascade County Public Works Department, was approached by the Federal Bureau of Investigations, to renew their lease space within the local Flying J, radio repeater site, that is located in Great Falls, MT. The FBI has agreed to pay Cascade County a lease of $3500.00, per year, in which they will continue to be given access for their radio equipment. The $3500.00 each fiscal year, will be used towards expenses, that are required to maintain this site.

RECOMMENDATION:
After reviewing and discussing with all parties involved, Public Works recommends that the commission and Cascade County, approve the following lease agreement, between Cascade County and FBI, for a yearly $3500.00 lease, for space within the local Flying J, radio repeater site, located in Great falls, MT.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:
"Mr. Chair, I move the Cascade County Commission APPROVE Contract #22-98: Agreement, between Cascade County and FBI, for lease within the Flying J Radio Repeater Site, located within Great Falls and instruct staff to complete the process."

MOTION TO DISAPPROVE:
"Mr. Chair, I move the Cascade County Commission DISAPPROVE Contract #22-98."
AGREEMENT

BETWEEN CASCADE COUNTY AND THE FEDERAL BUREAU OF INVESTIGATIONS TO UTILIZE CASCADE COUNTY TOWER SITE

WHEREAS, Cascade County entered into a 20-year Communication Site Lease Agreement with Flying J, Inc. ("Flying J Lease"), for a tract of land legally described as follows:

Starting at the South Quarter Corner of Section 21, thence N 89° 50' 57" E, 1480.00 ft, thence N 00° 09' 03" W, 90.00 ft, to the True Point of Beginning, thence N 00° 09' 03 W, 100 ft, thence N 89° 50' 57" E, 100 ft, thence S 00° 09'03" E, 100 ft, thence S 89° 50' 57"W 100 ft, to the True Point of Beginning, containing 0.2296 acres in all.

situated in Cascade County, Montana, on February 1, 2007, as set forth in Attachment A to this Interlocal Agreement; and

WHEREAS, Cascade County has utilized the Flying J Lease agreement as a site ("Site") to locate radio equipment that serves public safety and emergency services as part of a statewide Trunked radio system, statewide mobile data system and local county/city radio system in and upon the leased premises; and

WHEREAS, Cascade County has, at the Site, established a radio equipment building (approximately 12 ft x 30 ft) in size to contain, a Self-Supporting Tower approximately 150 ft in height for the placement of antennas and microwave dishes, a generator, a propane tank, utilities and other equipment required for a VHF public safety communications system (collectively "County Equipment"); and

WHEREAS, the Federal Bureau of Investigations ("FBI") has utilized the Site and County Equipment since 2008 to support its communications activities ("Communications"); and

WHEREAS, Cascade County and the FBI intend to clarify the terms and conditions of the FBI’s ongoing utilization of the Site.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, Cascade County and the FBI hereby agree as follows:
1. **Incorporation of Recitals.**
   The Recitals set forth above are incorporated into and shall constitute a material part of this Interlocal Agreement ("Agreement").

2. **Purpose of Agreement.**
   The purpose of this Agreement is to clarify the terms and conditions of the FBI's ongoing utilization of the Site and installation and maintenance of FBI Equipment.

3. **Term and Duration of the Agreement.**
   This Agreement shall be immediately effective upon its execution by the duly authorized representatives of Cascade County and the FBI. This Agreement shall continue in full force and effect as to the Flying J Lease Site until such time as the Flying J Lease shall terminate, unless otherwise earlier terminated as set forth in Section 14 herein.

4. **Sites and Equipment.**
   Cascade County shall retain and have exclusive title, responsibility, and control over all existing structures and County Equipment at each Site.

   The FBI and/or its authorized agent, shall have exclusive title, responsibility and control over any equipment or system installed at each Site, as set forth in Attachment C to this Agreement, and shall bear all costs of labor and materials related to the acquisition, installation and maintenance thereof. Further, the FBI warrants that its equipment will not interfere with other electronics in contravention of the Flying J Lease and that it shall immediately discontinue use of such equipment upon written notice from Cascade County of such.

5. **Consideration and Financing.**
   The FBI acknowledges that Cascade County expends Three Thousand Five Hundred ($3,500) Dollars each fiscal year for utilities at the Sites which are a necessity to support the Communications systems. In consideration of this expenditure, the FBI shall provide Cascade County with payment in the amount of Three Thousand Five Hundred ($3,500) Dollars each fiscal year due and payable on or before July 1, 2022, and each successive July 1 thereafter for the duration of this Agreement, and any extensions thereof.

6. **Creation of Legal Entity.**
   This Agreement does not create a separate legal entity.
7. **Retirement Systems Contributions.**

No new employment is contemplated by this Agreement and therefore no retirement systems contributions will be paid by either party under this Agreement.

8. **Condition of Property.**

The FBI assumes all risk of loss occurring to the improvements it constructs, places or installs upon the Site and County Equipment. The FBI agrees to maintain the property in substantially the same condition as it now is and shall not permit any waste to be committed to the Sites or County Equipment. The FBI shall always maintain the Sites in a neat manner.

9. **Access and Quiet Enjoyment.**

The FBI acknowledges that the Site and its access road is on private property leased by Cascade County. As such, Cascade County has no independent authority to perform access road maintenance. In the event that the access road maintenance is inadequate for the FBI's purposes hereunder, the FBI may notify Cascade County. Cascade County agrees to seek approval for the FBI to perform its desired access road maintenance. In no event shall Cascade County be responsible for any such access road maintenance.

The FBI further acknowledges that pursuant to the terms of the Flying J Lease, access to the Site is restricted to those agencies whose maintenance staff must access the Sites to maintain the equipment and include Cascade County, the City of Great Falls, the Montana Department of Transportation, Montana Highway Patrol, private radio communications companies, and private contractors to supply propane and generator maintenance. The FBI agrees that access shall be limited to "contractors or employees" of the stated agencies for the purposes of installing, removing, or maintaining the equipment and only for the purpose of installing and maintaining the equipment. Access to the Site shall be limited to daylight hours; unless an emergency arises that makes access at other times necessary to remedy the delivery of emergency services to the public.

The FBI agrees to provide Cascade County with at least 24 hours' advance notice of any need to access the Site; unless an emergency arises that makes shorter notice necessary to remedy the delivery of emergency services to the public.

10. **Liability and Indemnity.**

The FBI assumes all risk of and, subject to the limitations of Mont. Code Ann. § 2-9-108, shall indemnify and hold harmless Cascade County for any
claims, or legal actions for personal injury to or death of any person, or damage to or destruction of property of anyone, including County, resulting directly or indirectly, from the FBI’s use of the Site, excepting such claims or legal actions which are caused by the negligence of Cascade County.

11. Compliance with Laws.

The parties agree that in the actions undertaken pursuant to this Agreement, shall comply with all applicable state and federal laws, regulations, and municipal ordinances including, but not limited to, all workers’ compensation laws, all environmental laws including, but not limited to, open meetings and public records laws, privacy laws, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination statutes and regulations.


Except as otherwise expressly provided herein, this Agreement may not be amended except by a written Agreement of the undersigned parties.


This Agreement shall be interpreted and enforced pursuant to Montana law. In the event of litigation concerning this Agreement, venue shall be proper in the Eighth Judicial District Court, Cascade County, Montana. The parties in any action brought to enforce this Agreement shall bear their own costs and attorney fees.

14. Termination.

This Agreement may be terminated by either party upon one hundred eighty (180) days’ notice to the other party. No later than thirty (30) days after the effective termination date, the FBI will remove, at its sole expense, all the equipment described in Attachment C from the Site and shall repair any and all damage to the Site which may result from such removal.

15. Administration.

Any administration necessitated by this Agreement shall be performed by Cascade County.


The contacts for this Agreement shall be:

Public Works Director for Cascade County.
17. **Severability.**

If any term of this Agreement should hereafter be declared or become void or unenforceable by judicial decree or operation of law, all other terms of this Agreement shall continue to be effective unless the void or unenforceable term tends to materially defeat the manifest intent and purpose of this Agreement.

18. **Merger.**

This Agreement constitutes the entire Agreement of the undersigned parties with respect to matters addressed herein and supersedes any and all previous agreements or representations, if any, between the parties, except as stated herein.

19. **Construction.**

In the event of any ambiguity or imprecision in regard to the construction of the provisions of this Agreement, such ambiguity or imprecision shall not, as a matter of course, be construed against any of the undersigned entities. All provisions of this Agreement shall be construed to affect the manifest intent and purpose of this Agreement. If any provision of this Agreement is held unenforceable or invalid, then such provision shall be modified, by an amendment, to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

20. **Assignment and Authority.**

Neither party may 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 into this Agreement.

21. **Time is of the Essence.**

Time is of the essence in the performance of all parties' obligations and duties under this Agreement.

22. **Assent.**

The undersigned authorized representatives of Cascade County and the FBI hereby authorize, approve, and execute the terms of this Agreement.

DATED this 27th day of May, 2022.
FEDERAL BUREAU OF INVESTIGATIONS

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

ATTESTED this ___ day of _____________________, 2022

Cascade County Clerk & Recorder

* APPROVED AS TO FORM:

Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.
ITEM: BNSF Preliminary Engineering Services Agreement
Armington Bridge Project

INITIATED & PRESENTED BY:
Les Payne, Public Works Director
Mary Embleton, Budget Officer/Grants Coordinator
Carey Ann Haight, Deputy County Attorney

BACKGROUND:
BNSF owns a large width of right of way that encompasses Belt Creek and the Armington Bridge. As Cascade County has an easement through BNSF's land for Armington Bridge, the project will need to follow BNSF's protocols, per BNSF's standard procedures.

BNSF needs to understand the impacts on the at-grade crossing and bridge to the BNSF track and BNSF right of way and for BNSF's consultant to review the bridge, roadway, and grading/drainage plans. BNSF will require approximately 2 reviews during project development (30% and 100% design stage) where they will review Cascade County’s plans and provide comments or request edits. This Preliminary Engineering Agreement (PEA) will allow BNSF to bill Cascade County for BNSF's design review of the design plans prepared by our consultant, TD&H. BNSF will also perform other various coordination (e.g. floodplain permits) and construction services (e.g. inspectors). This PEA provides for the County to authorize BNSF to work on our project (e.g. perform design reviews of TD&H's plans), and for BNSF to bill Cascade County for those efforts.

At present, the project budget consists of:
1. A contract with TD&H from September of 2021 that lists their engineering services at $480,000: $69,500 for Grant Administration; $254,900 for Final Engineering Design; $155,600 for Construction Inspection Engineering.
2. Construction estimates by TD&H total $1,335,490.
3. Contingency estimate is $267,098
Total project budget is $2,082,588 which is Exhibit B of the MCEP Contract #MT-MCEP-CG-23-248 (Cascade County Contract #22-36). The MCEP grant award is $750,000 which leaves $1,332,588 to be covered by county bridge funds. Currently, there is $1,463,356.37 cash in the fund for this project.
The original estimated additional engineering (BNSF) was anticipated to be $14,000. It is now estimated by BNSF as set forth in the PEA at $53,000. The $39,000 difference does not have much of an impact on this project as it stands now. That said, without the EA in place, the project cannot move forward. Consequently, TD&H would have been paid $39,368.45 (plus whatever sums may yet be outstanding) without any project completion. Cascade County’s Budget Officer/Grant Coordinator, Mary Embleton, recommends proceeding given that despite the unanticipated increase/additional activity by BNSF, Cascade County is able to manage the extra costs. Per Ms. Embleton, Cascade County anticipated increases in costs, and consequently Cascade County has put funding from the Bridge mills into a separate fund for this project to get ahead of it.

RECOMMENDATION: Approval of Contract 22-99

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chair, I move that the Commission approve Contract 22-99, BNSF Preliminary Engineering Services Agreement for the Armington Bridge Project.

MOTION TO DISAPPROVE:
Mr. Chair, I move that the Commission disapprove Contract 22-99 BNSF Preliminary Engineering Services Agreement for the Armington Bridge Project.
PRELIMINARY ENGINEERING SERVICES AGREEMENT

Project Review

BNSF File No.: BF-20200277
Mile Post 194.304
Line Segment 362
U.S. DOT Number 088305T
Laurel Subdivision

This Agreement ("Agreement") is executed to be effective as of [___________] ("Effective Date"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("BNSF") and the CASCADE COUNTY, a political subdivision of the State of MT ("Agency").

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the Town of Armington, Cascade County, State of MT;

WHEREAS, Agency has stated its intention to proceed initially with a project to replace the Central Ave river bridge adjacent to the Central Ave crossing DOT 088305T (the "Project");

WHEREAS, Agency has requested that BNSF perform certain preliminary engineering review services and other Work (defined below) with respect to its railroad facilities located at or near the Project site to facilitate Agency's evaluation of the feasibility of proceeding with the Project; and

WHEREAS, BNSF is agreeable to performing the Work, subject to the terms and conditions of this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
1) Scope of Work

As used herein, the term "Work" includes all work performed by BNSF, its employees, contractors, consultants, or other agents (collectively, the "BNSF Parties") pursuant to this Agreement, including, but not limited to: (a) conducting on-site visits including diagnostic evaluations; (b) performing preliminary engineering services; (c) developing cost estimates for construction of the Project; (d) preparing draft agreements including legal review; and (e) reviewing and/or providing comments on preliminary layouts or other designs, plans, and/or documents in connection with the Project.

2) Payment and Deposit for Work

Agency authorizes BNSF to proceed with the Work relating to the Project. Agency shall pay and reimburse BNSF for all actual costs and expenses that BNSF incurs in performing the Work, including without limitation: (a) labor, supplies, and material; (b) direct and indirect labor and contractor charges including additives; (c) delivery charges; (d) BNSF’s additives and overhead, as such are in effect on the date BNSF prepares its final billing; and (e) all applicable taxes due, paid, or payable by BNSF on such products and services, including sales and use taxes, business and occupation taxes, and similar taxes (collectively, "Actual Costs"). BNSF’s estimated cost for Work on this Project is Fifty-Three Thousand [$53,000] ("Estimated Cost"). Any estimate provided by BNSF for the Work shall not be a limitation on the Work to be performed or the costs and expenses incurred, which Agency shall reimburse to BNSF in full.

During its performance of the Work pursuant to this Agreement, BNSF will send Agency progressive invoices detailing the costs of the Work performed to date. Agency must reimburse BNSF for completed Work within thirty (30) days of the date of the invoice for such Work. Upon final completion of the Work, BNSF will send Agency a detailed invoice of final costs. Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past such thirty (30) or ninety (90) day terms, as applicable. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month’s end. Finance charges will be noted on invoices sent to Agency under this section.
3) Scope and Limitations of Agreement

The parties acknowledge that entering into this Agreement does not of itself obligate either BNSF or Agency to participate in the construction of the Project. If Agency elects to proceed with the Project after the Work is performed, then BNSF and Agency agree to enter into negotiations for appropriate agreements regarding the construction of the Project and other related activities. Nothing in this Agreement — including BNSF’s performance of the Work — shall obligate BNSF to enter into any subsequent agreement or otherwise permit the Project except and subject to any terms and conditions that BNSF may subsequently approve in its sole discretion.

Notwithstanding anything to the contrary in this Agreement, BNSF’s review, approval, and/or other participation in the Project or any element thereof, including the Work performed by the BNSF Parties hereunder, are expressly limited to — and are intended and understood by the parties to be in furtherance of — BNSF’s railroad purposes, and are not in furtherance of Agency’s purposes in undertaking the Project. All Work performed hereunder is intended for use in evaluating the impact of the Project on BNSF’s railroad and the costs to Agency associated therewith. BNSF is providing the Work in consideration of BNSF’s subjective standards for its railroad purposes only. Consequently, the Work shall in no way be construed or deemed to be BNSF’s recommendation, condition, or direction to Agency, nor shall the Work be construed or deemed to be BNSF’s opinion or approval that the plans and specifications or any work intended or completed on the Project (a) is appropriate for any other purpose including highway purposes; (b) is structurally sound; or (c) meets applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to Agency or any third party are provided, intended, or implied herein. Agency shall at all times be solely responsible for the adequacy and compliance of all design elements of the Project for highway and other public purposes. **AGENCY SHALL WAIVE ANY CLAIMS AGAINST BNSF FOR — AND SHALL RELEASE BNSF FROM — ANY AND ALL CLAIMS WHICH MAY OR COULD RESULT FROM THE WORK PERFORMED HEREUNDER, AND IF APPLICABLE TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY SHALL INDEMNIFY BNSF FOR AND HOLD IT HARMLESS FROM AND AGAINST ANY SUCH CLAIMS.**

4) No Right of Entry

Nothing in this Agreement shall be construed as providing Agency or its contractors, consultants, or other agents any right of entry upon property owned or occupied by BNSF. Any preliminary engineering or other work required by Agency in connection with the
Contract Number: BF-2020027

Project necessitating entry upon BNSF’s railroad right-of-way shall only be conducted as authorized by a separate written permit obtained by Agency from BNSF for such entry ("Entry Permit").

The Entry Permit will provide that any on-site visits, including diagnostic evaluations, by Agency and its parties required for the Project shall be conducted only from adjoining properties, and Agency shall ensure that no attendees enter or remain on BNSF’s right-of-way, except when using an authorized highway-rail crossing designated for such purpose.

Agency or its agents must contact BNSF’s Manager of Public Projects, Amber Stoffels at amber.stoffels@bnsf.com, or BNSF’s permitting agent Jones Lang LaSalle Brokerage, Inc. ("JLL") at http://bnsf.railpermitting.com/ to obtain the required Entry Permit prior to any entry.

5) Disclaimer

BNSF GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, OF OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT OR ANY REPORT OR OTHER DELIVERABLE WHICH BNSF MAY FURNISH TO AGENCY PURSUANT TO THIS AGREEMENT. BNSF SHALL IN NO WAY BE RESPONSIBLE FOR AGENCY’S PROPER RELIANCE UPON, INTERPRETATION OF, OR OTHER USE OF THE WORK. BNSF IS NOT A CONTRACTOR, AGENT, PARTNER, OR JOINT VENTURER OF AGENCY BECAUSE OF THIS AGREEMENT OR BECAUSE OF BNSF’S PERFORMANCE OF THE WORK. LIKEWISE, THE BNSF PARTIES WHO MAY ASSIST BNSF IN PERFORMING THE WORK ARE DOING SO FOR BNSF’S BENEFIT ONLY, AND ARE NOT — AND SHALL NOT BE DEEMED TO BE — CONTRACTORS, SUBCONTRACTORS, OR AGENTS OF AGENCY.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

Cascade County

By: __________________________

Name: _________________________

BNSF Railway Company

By: __________________________

Name: Richard Scott

Asst. Dir Public Projects

Accepted and effective on _____________.