

TREASURER'S MONTHLY REPORT-BANK BALANCES, INVESTMENTS, REVENUES AND DISBURSEMENTS
July 31, 2020

BANK BALANCES:

	STATEMENTS
US BANK MASTER ACCOUNT	\$ 2,650,347.70
TOTAL	<u><u>\$2,650,347.70</u></u>

INVESTMENTS:

MT Board of Investments - Short Term Investment Pool (STIP)	\$30,385,164.80
TOTAL	<u><u>\$30,385,164.80</u></u>

GRAND TOTAL	<u><u>\$33,035,512.50</u></u>
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OTHER BANK BALANCES:

	STATEMENTS
CLERK OF COURT RESTITUTION	\$ 15,739.99
SHERIFF'S COMMISSARY	\$ 65,507.36
SHERIFF'S CIVIL	\$ 15,941.86
SHERIFF'S EVIDENCE	\$ 49,577.93
JUSTICE COURT OLD TRUST	\$ 1,298.76
JUSTICE COURT NEW TRUST	\$ 70,511.51
TOTAL	<u><u>\$ 218,577.41</u></u>

RECEIPTS:

MOTOR VEHICLE	\$ 1,015,186.34
PROPERTY TAX	\$ 2,231,426.23
REVENUE RECEIPTS	\$ 3,074,775.51
TOTAL	<u><u>\$6,321,388.08</u></u>

DISBURSEMENTS: Made in the current month.

MONTANA MOTOR VEHICLE DIVISION	\$ 735,161.72
MONTANA DEPT. OF REVENUE	\$ 310,301.67
CITY OF GREAT FALLS	\$ 847,152.91
GREAT FALLS PUBLIC SCHOOLS	\$ 540,656.43
MISC. REMITTANCES	\$ 40,420.96
TOTAL	<u><u>\$ 2,473,693.69</u></u>

CASCADE COUNTY COMMISSION MEETING

August 11, 2020

Via Zoom

9:30 A.M.

Commission
Journal #60

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 Records 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 25, 2020.

Commission: Chairman James L. Larson, Commissioner Jane Weber and Commissioner Joe Briggs

Staff: Carey Ann Haight – Deputy County Attorney, Mercedes Oxford Kemp – Deputy County Attorney, Mary Embleton – Budget Officer, Trisha Gardner – Public Health Officer, Les Payne – Public Works Director, Tanya Hunt – Emergency Services, Paige Smith – Property Tax Supervisor, Bonnie Fogerty – Commission Officer and Kyler Baker Deputy Clerk & Recorder

Public: Kip Morran, Tom Wylie, Owen Robinson and Jenn Rowell – The Electric

Call to Order: Chairman Larson called the meeting to order.

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. 00:39

Purchase orders and accounts payable checks: *See agenda for payment information.* Commissioner Briggs made a **MOTION** to approve purchase orders and accounts payable warrants. **Motion carries 3-0 04:09**

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 Weber made a **MOTION** to (A) Approve minute entries (July 28, 2020; July 30, 2020; July 31, 2020; August 5, 2020) (B) Approval of Routine Contracts as Follows:

Consent Agenda

Resolution 20-44: Budget Appropriation within Library Fund #2220 increasing expenditures by \$1,357 to be offset by existing cash reserves for FY 2020.
Total Amount: \$1,357 **04:53**

Resolution 20-45: Budget Appropriation within Mosquito Control Fund #2200 due to unanticipated funds from the Mosquito Property Tax Revenue to the mosquito salaries and wages line item to provide adequate funds for the June 2020 mosquito salary and wages cost. Total Amount: \$12,500. **05:12**

Contract 20-118: DNRC Rural Fire Capacity Program Subaward Agreement RFC-20-071. Effective: Date of last signature – June 30, 220. Additional Grant Funding: \$2,000 (10% County Match) (*Ref: Contract 19-102, R0374826*) **05:35**

Contract 20-119: Lease Agreement between Cascade County Aging Services and the Great Falls Food Bank for Meals on Wheels. Effective: Date of signing – September 2021. FY2021 Rent: \$1,075/per month. *(Renewal, no rent increase)* **06:02**

Contract 20-120: Service Agreement between Cascade County Aging Services and the Centerville Senior Center for Older American Services in FY 2021. Effective: July 1, 2020 – June 30, 2021. **06:25**

Contract 20-121: Service Agreement between Cascade County Aging Services and the Cascade Senior Center for Older American Services in FY 2021. Effective: July 1, 2020 – June 30, 2021. **06:43**

Contract 20-122: Cascade County Attorney's Office Contract with Karpel Solution for PROSECUTOR by Karpel. **07:00**

Contract 20-123: Karpel Solution Hosted Agreement for PROSECUTOR software program used in the County Attorney's Office. One Time Fee to migrate data to Karpel: \$1,000. Cost: \$100/per user (27 will be assigned.) **07:08**

Contract 20-124: Void Unclaimed Checks Dates 07/01/2020 – 06/30/2019 **07:33**

Contract 20-125: Town of Cascade Water Main Easement. Permanent ten (10) foot easement for a water main located at 23 Water Street, Cascade, MT 58421 for the sum of \$1.00 **07:45**

Contract 20-126: Transportation Contract #PIF19-20 by and between the State of Montana, 8th Judicial District Youth Court and the Office of the Court Administrator and Cascade County Regional Youth Services. Purpose: Provide transportation services for youth to and from placements. Effective: July 1, 2020 – June 30, 2021. Total Payment Not to Exceed: \$15,000.00 **08:01**

Contract 20-127: Bureau of Indian Affairs Office of Justice Services Contract #140A0420C0018. Purpose: Reimburse the Cascade County Juvenile Detention Center for the cost of secure detention services for BIA youth. Effective: July 1, 2020 – June 30, 2021. **08:34**

City-County Health Department

Contract 20-128: MMCAP – Sanofi Pasteur Inc., Vax Value Agreement Amendment(s). Purpose: To adjust language in Section 8, update the NDC for IMOVAX and introduce two new products. Effective: October 1, 2019 – September 30, 2021. **09:05**

Contract 20-129: MT DPHHS Task Order 20-25-5-41-167-0 Healthy Montana Families Home Visiting Program. Purpose: To provide home visiting and family support services. Effective: July 1, 2020 – June 30, 2021. Total Amount: \$433,323.19. **09:31**

Contract 20-130: MT DPHHS Task Order 19-07-1-01-176-0 Amendment 2, Local Tribal Public Health System Improvement Grant. Purpose: 1st Amendment, provides additional funds for the development of a workforce development planning process. Effective: September 1, 2019 – December 31, 2020. **10:03**

**CASCADE COUNTY SPECIAL COMMISSION MEETING
AUGUST 18, 2020
VIA ZOOM
9:30 AM**

Commission Journal #60

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Cascade County Commission: Chairman James L. Larson, Commissioner Jane Weber and Commissioner Joe Briggs

Present: Brad Call – Emergency Services Coordinator, Rina Fontana Moore – Clerk & Recorder, Diane Brien – Accounting Manager, Carey Ann Haight – Deputy County Attorney, Trisha Gardner – Public Health Officer, Bonnie Fogerty – Commission Office, Dale Moore – Print Shop, Marie Johnson and Kyler Baker – Deputy Clerk & Recorder

Public: Shyla Patera, Keith Ochs, Joe Taylor, Sue Dickenson, Jenn Rowell – The Electirc, Tom Wylie – KRTV, Carlie Boland, Jan Wenaas, Taz Day, Colleen Wakeley, Kimberly Schaal, Tina Henry, Laura Duffy, Phyllis Dotseth, Larry, David Saslav, David Murray, Carol Juneau, Hannah Pate, Cheryl Ulmer, James Humphrey, Ron Staley, Dorothy Starshine, Melissa Smith, Amara Reese-Hansell, Gerry Jennings, Kathryn Lewis and Sharon Patton-Griffin

Chairman Larson called the meeting to order at 9:30 a.m.

1. Motion to Approve or Disapprove:

Resolution 20-47: A Resolution Authorizing Election Administrator Rina Fontana Moore conduct the November 3, 2020 Federal General Election as a mail ballot election.

Rina Fontana Moore, Clerk & Recorder, elaborates. *(See Exhibits A and B)* 01:40

Commissioner Briggs states his trust and confidence in the Cascade County Elections Office and asks Carey Ann Haight about the legality of the Governor authorizing a mail ballot election. 25:39

Carey Ann Haight, Deputy County Attorney, states that there has yet to be a challenge of the Governor's order and that moving forward cannot guarantee that

there will not be a challenge but that the Governor has stated his authority under the Constitution, health laws, and the current state of emergency. 26:23

Commissioner Weber asks how many years mail ballot has been run. Rina Fontana Moore states since 2008. 29:07

Commissioner Weber also asked can people bring their ballots to the office instead of mailing and Rina Fontana Moore answered yes, there is the drop box located in the Courthouse Annex and that postage has also been paid on the return envelopes. 32:38

Commissioner Weber made a **MOTION** to **approve** Resolution 20-47: Authorizing Election Administrator Rina Fontana Moore to conduct the November 3, 2020, General Federal Election as a Mail Ballot Election. 38:14

Trisha Gardner, Public Health Officer, commented she was in favor of the all mail ballot due to the current pandemic. 39:23

Shyla Patera, 1013 7th Ave NW, comments. 42:09

Laura Duffy, 2908 3rd Ave N, comments. 48:31

Discussion continued between Commissioner Weber and Rina Fontana Moore on mailers that were sent out to voters in Cascade County. Rina stated that these mailers were sent by a political party from another State and that out of the thousands that were processed by the Elections Office only three people were not absentee voters. 52:04

Kimberly Schaal, 5112 4th Ave N APT #3, comments. 1:00:03

Gerry Jennings, 317 Fox Drive, comments. 1:05:33

Motion carries 3-0 1:14:55

Public comment on any public matter that is not on the meeting agenda and that is within the Commissioners' jurisdiction.

None

Adjournment: Chairman Larson adjourned this special meeting at 10:46 a.m.

***During public comment Zoom Chat was being utilized by members of the public (*See Exhibit C*)

**CASCADE COUNTY SPECIAL COMMISSION MEETING
AUGUST 19, 2020
VIA ZOOM
9:30 AM**

Commission
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Public: Shyla Patera, Keith Ochs, Joe Taylor, Sue Dickenson, Jenn Rowell – The Electirc, Tom Wylie – KRTV, Carlie Boland, Jan Wenaas, Taz Day, Colleen Wakeley, Kimberly Schaal, Tina Henry, Laura Duffy, Phyllis Dotseth, Larry, David Saslav, David Murray, Carol Juneau, Hannah Pate, Cheryl Ulmer, James Humphrey, Ron Staley, Dorothy Starshine, Melissa Smith, Amara Reese-Hansell, Gerry Jennings, Kathryn Lewis and Sharon Patton-Griffin

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Motion carries 3-0 1:14:55

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None

Adjournment: Chairman Larson adjourned this special meeting at 10:46 a.m.

***During public comment Zoom Chat was being utilized by members of the public (*See Exhibit C*)

CASCADE COUNTY WORK SESSION MINUTES

VIA ZOOM ONLINE MEETING

August 19, 2020 – 2:00 P.M.

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Board of Cascade County Commissioners: Chairman James L. Larson and Commissioner Jane Weber and Commissioner Joe Briggs	
Staff Present: Brad Call – Emergency Services Coordinator, Les Payne – Public Works Director, Mary Embleton – Budget Officer, Cory Reeves – Undersheriff, Sandor Hopkins and Anna Ehnes – Planners, Sandy Johnson – Super Fund Coordinator, Bonnie Fogerty and Scott Manu – Commission Office and Kyler Baker – Deputy Clerk and Recorder	
Public Members Present: None	
Chairman Larson opened the work session meeting at 2:00 pm	
Treasurer’s Report	
Consent Agenda Items:	Department:
Board Appointments: Dearborn Fire Fee Service Area (1) Virginia Misner Term Expiration: June 30, 2022 (Fill remainder of term vacated by Ron Turigillato Sr.) Gore Hill Fire Fee Service Area (1) Howard Schneider Term Expiration: June 30, 2023 Mental Health Advisory Council Category: City Law Enforcement (1) John Schaffer (Fill vacated seat by Ron Moccasin)	Commission 00:21
Resolution 20-48: A joint resolution between Cascade County and the City of Great Falls adopting the Interlocal Agreement for division of the 2020 Byrne Justice Assistance Grant (JAG) Program Award. Total Award: \$31,610 (City of Great Falls: \$18,966/Cascade County: \$12,644)	01:29
Contract 20-105: Contract Modification for DPHHS Grant Project Title: IV-E Legal Services DPHHS Contract Number: 20123LEGL0001 Effective: July 1, 2020 – June 30, 2021.	County Attorney 04:22
Contract 20-106: Contract Modification for DPHHS Grant Project Title: DPHHS Contract for Paralegal Services Contract Number: 20143PARA0001 Effective: July 1, 2020 – June 30, 2021	County Attorney 06:47
Contract 20-133: U.S. Environmental Protection Agency Grant #97858401, Modification #4. This is a three (3) year extension of the Neihart Superfund Cooperative Agreement for Carpenter Snow Creek NPL site. Total Grant Award: \$176,288.00 New Effective Dates: August 15, 2008 – June 30, 2023	Super Fund Coordinator 07:53

AGENDA ITEM #1 10:35

Police Interceptor Bid Award

Contract 20-131: Bid proposal from Duval Ford, LLC of Jacksonville, FL. For the purchase of four (4) 2021 Ford Interceptors and two (2) 2020 Ford F150 4x4 Responders. Total Cost: \$313,492.84.

Les Payne, Public Works Director, elaborates. **11:09**

CASCADE COUNTY WORK SESSION MINUTES

VIA ZOOM ONLINE MEETING

August 19, 2020 – 2:00 P.M.

AGENDA ITEM #2 16:05

Final Subdivision Plat Application

AB Frontage Commercial Subdivision (Minor)
Initiated by Frontage Properties, LLC (Allan Birky)
Anna Ehnes, Planner, elaborates. **16:23**

AGENDA ITEM #3 17:02

Building for Lease or Rent Application

Contract 20-132: Great Falls Storage, 388 Vaughn South Frontage Rd, Great Falls, MT 59404
Location: 388 Vaughn South Frontage Rd, legally described as Tract 1A, Certificate of Survey 4969, Township 21N, Range 2E, Parcel #0003039500 Initiated by: MQS, Inc.
Sandor Hopkins, Planner, elaborates. **17:50**

AGENDA ITEM #4 18:58

Public Hearing

Open – Fiscal Year 2021 Proposed Budget Hearings
Hearing will continue from day to day through September 1, 2020.
Special Commission Meeting: September 1, 2020 @ 9:30 a.m.
Adoption of the Cascade County FY 2020/2021 Budget and Fix the Tax Levies
Mary Embleton, Budget Officer, elaborates. **19:33**

Add on items:

Contract 20-134: Body Scanner Equipment Demonstration Agreement by and between ADANI Systems, Inc. and the Cascade County Sheriff's Office. **23:11** *(Item added to consent agenda)*

Adjournment: Commissioner Weber closed the work session meeting at 2:30 p.m.

Motion carries 3-0 11:15

AGENDA ITEM #1 11:25

Motion to Approve or Disapprove:

Resolution 20-46: An Order Canceling all property taxes contained in the tax deficiency lists for Real Property, Personal Property and Mobile Homes.

Paige Smith, Property Tax Supervisor, elaborates. **12:09**

Commissioner Briggs asked Carey Ann Haight whether the county had any other options and Carey Ann Haight stated per State law there is no other option. **14:39**

Commissioner Briggs made a **MOTION** to **approve** Resolution 20-46, the list of tax deficiency properties as an accurate and complete list that meets all statutory requirements set forth in MCA 15-16-701 and 15-24-212 and thereby order cancellation of all personal property taxes and contractual obligations in the list or lists and cancel any real property taxes by order. **16:45**

Motion carries 3-0 17:53

AGENDA ITEM #2 18:04

Motion to Approve or Disapprove:

Contract 20-131: Professional Services Agreement with Big Sky Civil and Engineering Contract for the Sun Prairie, Schedule 3 Maintenance Overlay. Total Cost: \$9,773.

Les Payne, Public Works Director, elaborates. **18:35**

Commissioner Weber commented that Phase 1 and 2 were based on the priority of worst roads to be taken care of first. **19:44**

Commissioner Weber made a **MOTION** to **approve** Contract 20-131, proposal from Big Sky Civil & Environmental Inc, for the professional service's agreement, for the Sun Prairie Schedule 3 maintenance overlay project, for a total cost of \$9,773.00 and instruct staff to complete the contracting process. **21:12**

Motion carries 3-0 22:06

AGENDA ITEM #3 22:16

Motion to Approve or Disapprove:

Contract 20-123: Tractor and Equipment Bid Proposal for four (4) 2020 or newer Caterpillar All Wheel Drive Motor Graders. Total Purchase Price, less trade-ins: \$498,300.00

Les Payne, Public Works Director, elaborates. **22:49**

Commissioner Briggs made a **MOTION** to **approve** Contract 20-132, bid proposal from Tractor and Equipment Company for four (4) 2020 or newer Caterpillar All Wheel Drive Motor Graders for a total purchase price, less trade-ins, of \$498,300.00 and instruct staff to complete the purchasing process. **26:10**

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

None

Adjournment: Chairman Larson adjourned this Commission Meeting at **09:58 a.m.**

August 25, 2020

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Dearborn Fire Fee Service Area
Board Appointment

PRESENTED BY: Commission

Dearborn Fire Fee Service Area Board

<u>Applicant</u>	<u>Vacancy (1)</u>	Term Expiration: May 31, 2022
Virginia Misner	_____	(Fill remainder of term vacated by Ron Turigillato Sr.)



CASCADE COUNTY BOARD APPLICATION



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type) _____ Date July 17, 2020

NAME Virginia Jamruszka-Misner

TELEPHONE (Home) 406468-9245 (Work) _____ (Cell) 406-590-0788 (E-Mail) Birddogrun@centurylink.net

CURRENT ADDRESS 4810 Craig Frontage Road, Cascade MT 59421

Previous Public Experience (Elected or Appointed) Delegate representing Montana with the National Association of School Psychologist for 7 years.

Previous Volunteering or County Boards State Level: Volunteered to rewrite State Special Education Rules & Regulations
Board Trustee: Dearborn Fire Fee Service Area

Current Volunteering or County Boards Dearborn Fire Fee Service Area

Current Employer Retired

Education Master's Degree +

Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1st, 2nd, 3rd choices below.

- | | | |
|---|---|---|
| <input type="checkbox"/> Board of Health | <input checked="" type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards (Additional information, comments or resume may be added to the back of this form.)

Undergraduate Degree in Psychology with Minors in Special Education & Reading.

Graduate Degree in School Psychology, Extensive Communication & Public Speaking Experience.

Requesting: Appointment to Dearborn Fire Fee Service Area Board

August 25, 2020

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Gore Hill Fire Fee Service Area
Board Appointment

PRESENTED BY: Commission

Gore Hill Fire Fee Service Area Board

<u>Applicant</u>	<u>Vacancy (1)</u>	(3 Yr. Term)	Term Expiration: May 31, 2023
Howard Schneider	_____		



Cascade County Commissioners
RECEIVED

OCT 15 2019 CASCADE COUNTY
BOARD APPLICATION



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 15 OCT 2019

NAME HOWARD SCHNEIDER

TELEPHONE (Home) _____ (Work) ⁴⁰⁶ _____ (Cell) 7881204 (E-Mail) ENGINECOMPANY14@gmail

CURRENT ADDRESS 68 BEND VIEW LN GREAT FALLS MT 59404

Previous Public Experience (Elected or Appointed) GORE HILL FIRE DISTRICT BOARD

Previous Volunteering or County Boards GORE HILL FIRE DISTRICT

Current Volunteering or County Boards " " "

Current Employer FIRE DEPT. RETIRED CITY OF TORRANCE CA

Education FIRE SCIENCES, 2 YEAR COLLEGE

Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1st, 2nd, 3rd choices below.

- Board of Health
- Fire Fee Service Area
- Planning
- Compensation
- Great Falls Airport Authority
- Tax Appeal
- DUI Task Force
- Great Falls Transit
- Weed Board
- ExpoPark Advisory
- Historic Preservation Advisory
- Zoning Board of Adjustment
- Fire District Area
- Library Trustee
- Other

*Previously Appointed 5/22/2018
Resigned 7/19/2019*

Please list special experience or education you may have for serving on any of the boards (Additional information, comments or resume may be added to the back of this form.)

36 YEARS PROFESSIONAL FIRE FIGHTER

REQUESTING RE-APPOINTMENT TO THE GORE HILL FIRE FEE SERVICE BOARD



HELLO,

I, HOWARD SCHNEIDER CAME
BY TO LET YOU KNOW
I AM STILL INTERESTED IN
BEING ON GORE HILL FIRE
BOARD.

THANK YOU

Howard
788 1201



MARKETING + PRINT + MAIL + DESIGN + WEB + SIGNS

300 5th Ave South | Great Falls, MT 59405 | Phone: (406) 727-3291

WWW.ALLEGRASOLUTIONS.COM



CASCADE COUNTY
Mental Health Local Advisory Council
Application



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 08/11/2020

NAME John Schaffer

TELEPHONE (Home) 406-868-1743 (Work) 455-8412 (Cell) 788-1658 (E-Mail) jschaffer@greatfallsmt.net

ADDRESS 112 1st St S Great Falls MT 59401

Current County Boards or Volunteering Mental Health Local Advisory Council

Previous Public Experience, Boards or Volunteering I have served on this board before and stepped down due to an injury. I currently serve as a GFD representative on the Crisis Steering Committee, The Mental Health Treatment Court

Employer Great Falls Police Department

Education BS in Criminal Justice

Please indicate which category you are qualified for.

- Mental Health Services: Consumer
- Mental Health Services: Family Member of Consumer
- Provider: Mental Health Services Adult Child
- Representative: City Attorney, County Attorney or Public Defender
- Representative: Center for Mental Health
- Representative: Benefis Health System or Great Falls Clinic Hospital
- Representative: Community Health Care Center dba/Alluvion Health
- Representative: City Law Enforcement
- Representative: Sheriff's Office

List special experience or education you may have for serving on this council.
(Include additional information on the back of this form or attached a resume.)

I currently serve on the Crisis Steering Committee, I am the GFD representative with the Crisis Response team and the Mental Health Treatment Court. See Attached bio.

Captain John Schaffer

Captain Schaffer, a native of Bismarck ND, has been with the Great Falls Police Department since 1998 and supervises the Patrol Services Bureau at the Great Falls Police Department. Prior to that time he served 9 years with the Burleigh County Sheriff's Department in Bismarck, ND. He is a graduate of the Minot State University where he earned a Bachelor's Degree in Criminal Justice. In addition he is a 2014 graduate of the FBI National Academy in Quantico VA. Prior to his appointment to the Patrol Services Bureau Captain Schaffer served as the Captain of the Investigative Services Bureau and as a Lieutenant in Patrol Services. Captain Schaffer has worked in all areas of GFPD as the Training Sergeant and the Swing Shift Sergeant. He has also



served as both a general case investigator and Special Victims Unit Detective.

Captain Schaffer worked with Northeastern University (MA) and the US Office of Victims of Crime, Office of Justice Programs to develop and pilot a Vicarious Trauma Toolkit (VTT) to assist Law Enforcement, Fire Services, Emergency Medical Services and Victim Services become more trauma informed and educated in the affects and consequences of vicarious trauma. He has provided instruction on the VTT and its use at the 2017 International Association of Chiefs of Police

Conference in Philadelphia. Captain Schaffer has taught in other areas to include Instructor Development, Law Enforcement's Response to Autism, Disability Awareness, Verbal Tactics, PTSD/Stress Management and Active Shooter. He has been an adjunct instructor for The Insight Exchange Network teaching how organizations can impact recruitment and retention by addressing vicarious trauma in their agency. He also teaches leadership training at the Montana Law Enforcement Academy's Montana Executive Leadership Institute. He currently serves as the GFPD representative on the Crisis Steering Committee, The Great Falls Mental Health Treatment Court and the Crisis Response Team and has a passion for improving the outcomes for persons with Mental Health needs interacting with Law Enforcement.

August 25, 2020

Resolution 20-48

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Interlocal Agreement for the Division of the
2020 Byrne Justice Assistance Grant (JAG) Program
Award

ACTION REQUESTED: Approval of Resolution 20-48

PRESENTED BY: Undersheriff Cory Reeves

SYNOPSIS:

The City of Great Falls and Cascade County enter into a joint resolution adopting an Interlocal Agreement to apply for the 2020 Byrne Justice Assistance Grant. The total amount of the 2020 Byrne Justice Assistance Grant (JAG) Program Award (hereafter “the JAG Award”) is \$31,610.00; and the City and County desire to split the grant fund \$18,966.00 to City/\$12,644.00 to Cascade County and to use such funds for the purchase of mobile crime scene van equipment (GFPD); and WatchGuard Digital Mobile Video Systems (CCSO).

RECOMMENDATION:

Staff recommends that the Commission approve Resolution 20-48, a Joint Resolution adopting the interlocal agreement for division of the 2020 Byrne Justice Assistance Grant (JAG) Program Award.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commissioners **APPROVE** Resolution 20-48, a Joint Resolution adopting the Interlocal agreement for division of the 2020 Byrne Justice Assistance Grant (JAG) Program Award.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commissioners **DISAPPROVE** Resolution 20-48, a Joint Resolution adopting the Interlocal Agreement for the division of the 2020 Byrne Justice Assistance Grant (JAG) Program Award.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY, MONTANA
AND THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA**

**A JOINT RESOLUTION ADOPTING THE INTERLOCAL AGREEMENT
FOR DIVISION OF
THE 2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

**City of Great Falls Resolution No. _____
Cascade County Resolution No. 20-48
Application # 2020-H8831-MT-DJ**

WHEREAS, the Montana Interlocal Cooperation Act, codified at Mont. Code Ann. §7-11-101, et seq, permits local Governmental units to make the most efficient use of their powers by enabling them to cooperate with other local government units on the basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and,

WHEREAS, the Interlocal Cooperative Act provides that public agencies may authorize and approve interlocal agreements with other public agencies to perform any administrative service, activity, or undertaking which such public agencies are otherwise authorized by law to perform; and

WHEREAS, Cascade County is a corporate political subdivision of the State of Montana pursuant to Mont. Code Ann §§ 7-1-2101 and 7-1-412 (15) and Mont. Const. Art. XI § 2, and as such is a “public agency”, as defined by Mont. Code Ann. §7-11-103; and

WHEREAS, the City of Great Falls, a municipality wholly located within Cascade County, is an independent corporate political subdivision of the State of Montana pursuant to Mont. Code Ann. §§ 7-1-4101 and 7-1-4121 (9) 7-1-4121(15), and 7-1-4111 (1) and Article XI sec. § 5, of the Constitution of Montana, and as such is a “public agency,” as defined by Mont. Code Ann § 7-11-103;

WHEREAS, the total amount of the 2020 Byrne Justice Assistance Grant (JAG) Program Award (hereafter “the JAG Award”) is \$31,610; and

WHEREAS, the City and County desire to split the grant fund \$18,966 to City / \$12,644 to Cascade County and to use such funds for the purchase of mobile crime scene van equipment (GFPD); and WatchGuard digital mobile video systems (CCSO)

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement, and

WHEREAS, Cascade County and the City of Great Falls believe it to be in their best interest to reallocate the grant funds and desire and intend to be bound under the terms and conditions set forth herein;

NOW, THEREFORE, PURSUANT TO THE Montana Interlocal Cooperation Act, and in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged the County of Cascade and the City of Great Falls hereby agree as follows:

1. Purpose of Agreement

In accordance with MCA § 7-11-105(1), the purpose of this agreement is to provide both parties with a share of the 2020 JAG Award for the purchase of mobile crime scene van equipment and WatchGuard digital mobile video systems. The parties do not intend to create any obligations express or implied other than those set out herein.

2. Duration

In accordance with MCA § 7-11-105(1) the agreement shall be immediately effective upon its execution by the respective governing bodies of Cascade County and the City of Great Falls. This agreement shall terminate in conjunction with the JAG Award on September 30, 2023.

3. No Separate Legal Entity Created

With regard to MCA § 7-11-105(2), the parties do not intend to create any separate legal entity by entering into this agreement. Moreover, the provisions of MCA § 7-11-105(4), (6), (7), (8) and (9) are not applicable to this agreement.

4. Distribution of Assets

Upon termination of this agreement, Cascade County and the City of Great Falls shall retain and have exclusive title, responsibility, and control over all existing and after-acquired assets obtained by Cascade County and the City of Great Falls, respectively, under this agreement.

5. Unilateral Termination

Due to the grant funding of this agreement, neither party shall have a right to unilateral termination of this Agreement. Ref. MCA § 7-11-105(5).

6. Amendment

Except as otherwise expressly provided herein, this interlocal agreement may not be amended except by a written agreement of the undersigned parties, in conformance with the requirements of the Montana Interlocal Cooperation Act, codified at Title 7 Chapter 11, Par 1, Mont. Code Ann, and as such statutes may hereafter be amended.

7. Time of Essence

Time is of the essence in the performance of all provisions of this agreement.

8. 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 terms materially defeats the manifest intent and purpose of this agreement.

9. Merger

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

10. 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.

11. Liability Claims

Each party to this agreement shall be responsible for its own actions in providing services under the agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

12. Third Party Beneficiaries

By entering into this agreement, the parties do not intend for any third party to obtain a right by virtue of this Agreement and shall not create any rights in any party not a signatory hereto.

13. Assent

Pursuant to Mont. Code Ann § 7-11-104, the undersigned Cascade County and the City of Great Falls hereby authorize, approve, and execute the terms of this interlocal agreement.

PASSED AND ADOPTED by the City commission of the City of Great Falls, Montana on this _____ day of _____, 2020.

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT

Sara R. Sexe, Esq. *
Great Falls City Attorney

PASSED AND ADOPTED by the 2020 Board of County Commission, Cascade County, Montana on this _____ day of _____, 2020.

James L. Larson, Chair

Jane Weber, Commissioner

Joe Briggs, Commissioner

On this _____ day of _____, 2020, I hereby attest the above-written signature of the Board of Cascade County Commissioner

Rina Ft. Moore, County Clerk and Recorder

*By law, the City and County Attorney's Offices may only advise or approve contracts or legal documents on behalf of its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

APPROVED FOR LEGAL CONTENT*

Carey Ann Haight, Deputy Cascade County Attorney

August 25, 2020

Contract #20-105

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract Modification for DPHHS Grant
Project Title: IV-E Legal Services DPHHS
Contract Number: 20123LEGL0001

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

ACTION REQUESTED: Approval of Contract 20-105

BACKGROUND:

The Cascade County Attorney's Office presented the Board of County Commissioners with a Contract Modification for DPHHS Grant Project Title: DPHHS Grant Project Title: IV-E Legal Services DPHHS Contract Number: 20123LEGL0001 for commission action at its July 28, 2020 meeting. Following the commission's approval of that modification, which was Cascade County Contract 20-105, the County Attorney's Office forwarded the signed contract to the Department for it to sign. At that time, the Department realized that it did not intend for the modification to be for a 5-year term, but instead intended a 1-year term – which is their customary practice. For action today is the corrected contract modification which renews the subject contract funding for attorney time working on Youth In Need of Care Cases in Cascade County. This modification continues the existing financial support through June 30, 2021. All other terms and conditions of the original contract remain unchanged. Contract 20-105 does not need to be rescinded or cancelled as it was not signed by DPHHS.

RECOMMENDATION: Approval of Contract 20-105

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract 20-105, a Contract Modification for DPHHS Grant Project Title: IV-E Legal Services under DPHHS Contract Number: 20123LEGL0001 to extend the contract term through June 30, 2021.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract 20-105, a Contract Modification for DPHHS Grant Project Title: IV-E Legal Services under DPHHS Contract Number: 20123LEGL0001 to extend the contract term through June 30, 2021.

CONTRACT AMENDMENT JULY 1, 2020

**CONTRACT FOR IV-E LEGAL SERVICES
CHILD AND FAMILY SERVICES CONTRACT NUMBER 20123LEGL0001**

This CONTRACT AMENDMENT is to amend the above-referenced contract between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: 301 S. Park Avenue, PO Box 8005, Helena, MT, 59604-8005, Phone Number (406) 841-2400, Fax Number (406) 841-2487, and Cascade County Attorney, ("Contractor"), whose contact information is as follows: Federal Tax ID 816001343, 121 4th Street North, Ste. 2A, Great Falls, MT, 59401, Phone Number (406) 454-6915, respectively (collectively, the "Parties").

Effective July 1, 2020 this Contract is amended as follows. Existing language has been struck; amended language underlined.

Section 2. **TERM OF CONTRACT**

~~The term of this contract is from July 1, 2019 through June 30, 2020, unless terminated otherwise in accordance with contract.~~

The term of this contract is from July 1, 2020 through June 30, 2021, unless terminated in accordance with the contract.

AUTHORITY TO EXECUTE

Except as modified above, all other terms and conditions of Contract Number 20123LEGL0001 remain unchanged.

The parties through their authorized agents have executed this Contract Amendment on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Mick Leary, Program Bureau Chief

CONTRACTOR

BY: _____ Date _____
Cascade County Attorney

ASSURANCES

DEPARTMENT'S ANNUAL CERTIFICATION

DPHHS GS-301
Rev. 5/2019

ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS

This annual certification form is standardized for general use by the Department of Public Health and Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor, in signing this form, is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

ASSURANCES

Cascade County Attorney

The **Contractor**, Cascade County Attorney, for the purpose of contracting with the Montana Department of Public Health and Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

The Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

- A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal Antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or other legal authorities by colluding with other contractors for the purpose of gaining unfair

advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.

- B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729 3733 (the "Lincoln Law") or of the Montana False Claims Act, at Title 17, Chapter, 8, Part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.
- C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.
- E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department of Labor and Industry in accordance with 39-71-417 through 39-71-419, MCA.
- F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.
- G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines to Agencies on Government Wide Debarment and Suspension (non-procurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State of Montana.
- H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the federal Health Information Technology for Economic and Clinical Health (HITECH), a part of the American Recovery and Reinvestment Act of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.
- I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

- J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.
- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, *et seq.*, drug-free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.
- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of Medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the “Lincoln Law”) and presents that information to all employees.
- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities and Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to in a timely manner to the Department.
- Q. That the Contractor, if a contractor for the delivery of Medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY

- S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- U. That the Contractor, if the contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under section 306 of the Clean Air Act, 42 U.S.C. 7607, Section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part 15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

CONTRACTOR

BY: _____
Cascade County Attorney

Date: _____

SOURCES OF INFORMATION

DPHHS GS-302
Rev. 06/2018

SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department of Public Health and Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

1. U.S. Department of Health and Human Services / Office of Civil Rights www.hhs.gov/ocr/hipaa

The federal Department of Health and Human Services / Office of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA / HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.

2. U.S. Department of Health and Human Services / Centers for Disease Control and Prevention
<http://www.cdc.gov/Other/privacy.html>

The federal Department of Health and Human Services / Centers for Disease Control and Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

STATE RESOURCES

The Department Website for Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements.

<https://medicaidprovider.mt.gov/>

Further information concerning HIPAA / HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department website for DPHHS HIPAA Policies. <https://dphhs.mt.gov/HIPAA>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA / HITECH.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

ASSURANCES NON-CONSTRUCTION OMB 424

OMB Approval No. 0348-0040 ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions reducing this burden, to the Office of Management and Budget, Paperwork Reduction project (0348-0040), Washington, DC 20503. **PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurance. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333, regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of

violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approval State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C., 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C., 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION Cascade County Attorney	DATE SUBMITTED

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awarded or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award of loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action, where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DARK MONEY DISCLOSURE DECLARATION

Declaration Form Dark Money Spending Disclosure Requirements

Contracting Entity shall comply with the State of Montana Executive Order No. 15-2018 requiring the disclosure of dark money spending.

Definitions. As used in this declaration form, the following definitions apply:

Electioneering Communication: A paid communication that is publicly distributed by radio, television, cable, satellite, internet website, mobile device, newspaper, periodical, billboard, mail, or any other distribution of printed or electronic materials, that is made within 60 days of the initiation of voting in an election in Montana, that can be received by more than 100 recipients in the district in Montana voting on the candidate or ballot issue, and that:

- a. refers to one or more clearly identified candidates in that election in Montana;
- b. depicts the name, image, likeness, or voice of one or more clearly identified candidates in that election in Montana; or
- c. refers to a political party, ballot issue, or other question submitted to the voters in that election in Montana.

The term does not mean:

- a. a bona fide news story, commentary, blog, or editorial distributed through the facilities of any broadcasting station, newspaper, magazine, internet website, or other periodical publication of general circulation unless the facilities are owned or controlled by a candidate or political committee;
- b. a communication by any membership organization or corporation to its members, stockholders, or employees;
- c. a commercial communication that depicts a candidate's name, image, likeness, or voice only in the candidate's capacity as owner, operator, or employee of a business that existed prior to the candidacy; or
- d. a communication that constitutes a candidate debate or forum or that solely promotes a candidate debate or forum and is made by or on behalf of the person sponsoring the debate or forum.

In this definition, the phrase "made within 60 days of the initiation of voting in an election" means:

- a. in the case of mail ballot elections, the initiation of voting occurs when official ballot packets are mailed to qualified electors pursuant to 13-19-206, MCA; or
- b. in other elections the initiation of voting occurs when absentee ballot packets are mailed to or otherwise delivered to qualified electors pursuant to 13-13-214, MCA.

Contracting Entity: A bidder, offeror, or contractor.

Covered Expenditure means:

- a. A contribution, expenditure, or transfer made by the Contracting Entity, any of its parent entities, or any affiliates or subsidiaries within the entity's control, that:
 - i. is to or on behalf of a candidate for office, a political party, or a party committee in Montana; or
 - ii. is to another entity, regardless of the entity's tax status, that pays for an Electioneering Communication, or that makes contributions, transfers, or expenditures to another entity, regardless of its tax status, that pays for Electioneering Communication; and
- b. The term excludes an expenditure made by the Contracting Entity, any of its parent entities, or any affiliates or subsidiaries within the entity's control made in the ordinary course of business conducted by the entity making the expenditure; investments; or expenditures or contributions where the entity making the expenditure or contribution and the recipient agree that it will not be used to contribute to candidates, parties, or Electioneering Communication.

Solicitation Requirements. The Contracting Entity shall disclose Covered Expenditures that the Contracting Entity has made within two years prior to submission of its bid or offer.

The disclosure of Covered Expenditures is only required by the bidder/offeror whenever the aggregate amount of Covered Expenditures made within a 24-month period by the bidder/offeror, any parent entities, or any affiliates or subsidiaries within the bidder/offeror's control exceeds \$2,500.

If the bidder/offeror meets the disclosure requirements, the bidder/offeror shall submit this signed declaration form indicating "Yes" AND the required disclosure form with its bid/proposal.

If the bidder/offeror does NOT meet the disclosure requirements, the bidder/offeror shall submit this signed declaration form with its bid/proposal indicating "No".

Annual Contract Requirements. The Contracting Entity agrees that if awarded a contract and the contract term exceeds, or has the potential to exceed 24 months, it must annually review and complete a new declaration form and disclosure form, if necessary.

- No - I do NOT meet the disclosure requirements. I certify that I have read, understand these requirements and the Contracting Entity has not made Covered Expenditures in excess of \$2,500 in the 24 months immediately preceding the submission of this form.

Cascade County Attorney

Authorized Signature _____
Date

20123LEGL0001

Contract or Solicitation Number

- Yes - I meet the disclosure requirements for the 24 months immediately preceding the submission of this form. I have read, understand the requirements and I will complete the necessary disclosure form and submit it with this form.
Disclosure Template: <http://sfsd.mt.gov/SPB/Dark-Money>

Cascade County Attorney

Authorized Signature _____
Date

20123LEGL0001

Contract or Solicitation Number

August 25, 2020

Contract #20-106

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract Modification for DPHHS Grant Project Title:
DPHHS Contract for Paralegal Services Contract
Number: 20143PARA0001

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

ACTION REQUESTED: Approval of Contract 20-106

BACKGROUND:

The Cascade County Attorney's Office presented the Board of County Commissioners with a Contract Modification for DPHHS Grant Project Title: DPHHS Contract for Paralegal Services Contract Number: 20143PARA0001 for commission action at its July 28, 2020 commission meeting. Following the commission's approval of that modification, which was Cascade County Contract 20-106, the County Attorney's Office forwarded the signed contract to the Department for it to sign. At that time, the Department realized that it did not intend for the modification to be for a 5-year term, but instead intended a 1-year term – which is their customary practice. For action today is the corrected contract modification which renews the subject contract funding for paralegal time working on Youth In Need of Care Cases in Cascade County. This modification continues the existing financial support through June 30, 2021. All other terms and conditions of the original contract remain unchanged. Contract 10-106 does not need to be rescinded or cancelled as it was not signed by DPHHS.

RECOMMENDATION: Approval of Contract 20-106

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract 20-106, a Contract Modification for DPHHS Grant Project Title: DPHHS Contract for Paralegal Services Contract Number: 20143PARA0001 to extend the contract term through June 30, 2021.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract 20-106, a Contract Modification for DPHHS Grant Project Title: DPHHS Contract for Paralegal Services Contract Number: 20143PARA0001 to extend the contract term through June 30, 2021.

CONTRACT AMENDMENT JULY 1, 2020

**CONTRACT FOR PARALEGAL SERVICES
CHILD AND FAMILY SERVICES CONTRACT NUMBER 20143PARA0001**

This CONTRACT AMENDMENT is to amend the above-referenced contract between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: 301 S. Park Avenue, PO Box 8005, Helena, MT, 59604-8005, Phone Number (406) 841-2400, Fax Number (406) 841-2487, and Cascade County Attorney, ("Contractor"), whose contact information is as follows: Federal Tax ID 816001343, 121 4th Street North, Ste. 2A, Great Falls, MT, 59401, Phone Number (406) 454-6915, respectively (collectively, the "Parties").

Effective July 1, 2020 this Contract is amended as follows. Existing language has been struck; amended language underlined.

Section 2. **TERM OF CONTRACT**

~~The term of this contract is from July 1, 2019 through June 30, 2020, unless terminated otherwise in accordance with contract.~~

The term of this contract is from July 1, 2020 through June 30, 2021, unless terminated in accordance with the contract.

AUTHORITY TO EXECUTE

Except as modified above, all other terms and conditions of Contract Number 20143PARA0001 remain unchanged.

The parties through their authorized agents have executed this Contract Amendment on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Mick Leary, Program Bureau Chief

CONTRACTOR

BY: _____ Date: _____
Cascade County Attorney

ASSURANCES

DEPARTMENT'S ANNUAL CERTIFICATION

DPHHS GS-301
Rev. 5/2019

ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS

This annual certification form is standardized for general use by the Department of Public Health and Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor, in signing this form, is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

ASSURANCES

Cascade County Attorney

The **Contractor**, Cascade County Attorney, for the purpose of contracting with the Montana Department of Public Health and Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

The Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

- A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal Antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or other legal authorities by colluding with other contractors for the purpose of gaining unfair

advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.

- B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729 3733 (the "Lincoln Law") or of the Montana False Claims Act, at Title 17, Chapter, 8, Part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.
- C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.
- E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department of Labor and Industry in accordance with 39-71-417 through 39-71-419, MCA.
- F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.
- G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines to Agencies on Government Wide Debarment and Suspension (non-procurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State of Montana.
- H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the federal Health Information Technology for Economic and Clinical Health (HITECH), a part of the American Recovery and Reinvestment Act of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.
- I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

- J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.
- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, *et seq.*, drug-free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.
- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of Medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the “Lincoln Law”) and presents that information to all employees.
- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities and Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to in a timely manner to the Department.
- Q. That the Contractor, if a contractor for the delivery of Medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY

- S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- U. That the Contractor, if the contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under section 306 of the Clean Air Act, 42 U.S.C. 7607, Section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part 15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

CONTRACTOR

BY: _____
Cascade County Attorney

Date: _____

SOURCES OF INFORMATION

DPHHS GS-302
Rev. 06/2018

SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department of Public Health and Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

1. U.S. Department of Health and Human Services / Office of Civil Rights www.hhs.gov/ocr/hipaa

The federal Department of Health and Human Services / Office of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA / HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.

2. U.S. Department of Health and Human Services / Centers for Disease Control and Prevention
<http://www.cdc.gov/Other/privacy.html>

The federal Department of Health and Human Services / Centers for Disease Control and Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

STATE RESOURCES

The Department Website for Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements.

<https://medicaidprovider.mt.gov/>

Further information concerning HIPAA / HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department website for DPHHS HIPAA Policies. <https://dphhs.mt.gov/HIPAA>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA / HITECH.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

ASSURANCES NON-CONSTRUCTION OMB 424

OMB Approval No. 0348-0040 ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions reducing this burden, to the Office of Management and Budget, Paperwork Reduction project (0348-0040), Washington, DC 20503. **PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurance. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333, regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of

violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approval State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C., 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C., 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION Cascade County Attorney	DATE SUBMITTED

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awarded or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award of loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action, where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DARK MONEY DISCLOSURE DECLARATION

Declaration Form Dark Money Spending Disclosure Requirements

Contracting Entity shall comply with the State of Montana Executive Order No. 15-2018 requiring the disclosure of dark money spending.

Definitions. As used in this declaration form, the following definitions apply:

Electioneering Communication: A paid communication that is publicly distributed by radio, television, cable, satellite, internet website, mobile device, newspaper, periodical, billboard, mail, or any other distribution of printed or electronic materials, that is made within 60 days of the initiation of voting in an election in Montana, that can be received by more than 100 recipients in the district in Montana voting on the candidate or ballot issue, and that:

- a. refers to one or more clearly identified candidates in that election in Montana;
- b. depicts the name, image, likeness, or voice of one or more clearly identified candidates in that election in Montana; or
- c. refers to a political party, ballot issue, or other question submitted to the voters in that election in Montana.

The term does not mean:

- a. a bona fide news story, commentary, blog, or editorial distributed through the facilities of any broadcasting station, newspaper, magazine, internet website, or other periodical publication of general circulation unless the facilities are owned or controlled by a candidate or political committee;
- b. a communication by any membership organization or corporation to its members, stockholders, or employees;
- c. a commercial communication that depicts a candidate's name, image, likeness, or voice only in the candidate's capacity as owner, operator, or employee of a business that existed prior to the candidacy; or
- d. a communication that constitutes a candidate debate or forum or that solely promotes a candidate debate or forum and is made by or on behalf of the person sponsoring the debate or forum.

In this definition, the phrase "made within 60 days of the initiation of voting in an election" means:

- a. in the case of mail ballot elections, the initiation of voting occurs when official ballot packets are mailed to qualified electors pursuant to 13-19-206, MCA; or
- b. in other elections the initiation of voting occurs when absentee ballot packets are mailed to or otherwise delivered to qualified electors pursuant to 13-13-214, MCA.

Contracting Entity: A bidder, offeror, or contractor.

Covered Expenditure means:

- a. A contribution, expenditure, or transfer made by the Contracting Entity, any of its parent entities, or any affiliates or subsidiaries within the entity's control, that:
 - i. is to or on behalf of a candidate for office, a political party, or a party committee in Montana; or
 - ii. is to another entity, regardless of the entity's tax status, that pays for an Electioneering Communication, or that makes contributions, transfers, or expenditures to another entity, regardless of its tax status, that pays for Electioneering Communication; and
- b. The term excludes an expenditure made by the Contracting Entity, any of its parent entities, or any affiliates or subsidiaries within the entity's control made in the ordinary course of business conducted by the entity making the expenditure; investments; or expenditures or contributions where the entity making the expenditure or contribution and the recipient agree that it will not be used to contribute to candidates, parties, or Electioneering Communication.

Solicitation Requirements. The Contracting Entity shall disclose Covered Expenditures that the Contracting Entity has made within two years prior to submission of its bid or offer.

The disclosure of Covered Expenditures is only required by the bidder/offeror whenever the aggregate amount of Covered Expenditures made within a 24-month period by the bidder/offeror, any parent entities, or any affiliates or subsidiaries within the bidder/offeror's control exceeds \$2,500.

If the bidder/offeror meets the disclosure requirements, the bidder/offeror shall submit this signed declaration form indicating "Yes" AND the required disclosure form with its bid/proposal.

If the bidder/offeror does NOT meet the disclosure requirements, the bidder/offeror shall submit this signed declaration form with its bid/proposal indicating "No".

Annual Contract Requirements. The Contracting Entity agrees that if awarded a contract and the contract term exceeds, or has the potential to exceed 24 months, it must annually review and complete a new declaration form and disclosure form, if necessary.

No - I do NOT meet the disclosure requirements. I certify that I have read, understand these requirements and the Contracting Entity has not made Covered Expenditures in excess of \$2,500 in the 24 months immediately preceding the submission of this form.

Cascade County Attorney

Authorized Signature

Date

20143PARA0001

Contract or Solicitation Number

Yes - I meet the disclosure requirements for the 24 months immediately preceding the submission of this form. I have read, understand the requirements and I will complete the necessary disclosure form and submit it with this form.

Disclosure Template: <http://sfsd.mt.gov/SPB/Dark-Money>

Cascade County Attorney

Authorized Signature

Date

20143PARA0001

Contract or Solicitation Number

August 25, 2020

Contract 20-133

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM

**Amended EPA Cooperative Agreement,
V-9785840 #4 for Neihart Superfund site.**

PRESENTED BY

**Sandy Johnson
Cascade County Superfund Coordinator**

BACKGROUND:

Cascade County initially entered a Cooperative Agreement with EPA in 2008 to develop an Institutional Control (IC) program for Neihart (Operable Unit 1) of the Carpenter-Snow Creek Mining District Superfund Site. The Cooperative Agreement provides funding to the county to support staff time and resources spent on components of a future IC program for this site while waiting for the eventual remediation (cleanup) to be approved by EPA. Due to the delayed remediation, the original Cooperative agreement is being extended for the third and final time to June 30, 2023.

RECOMMENDATION: Approve Contract 20-133, the amended EPA Cooperative Agreement to extend the timeframe an additional three years to June 30, 2023.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

I move the Cascade County Board of Commission **APPROVE** the amended EPA Cooperative Agreement V-9785840, #4.

MOTION TO DISAPPROVE:

I move the Cascade County Board of Commission **DISAPPROVE** the amended EPA Cooperative Agreement V-9785840, #4.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 97858401 MODIFICATION NUMBER: 4 PROGRAM CODE: V	DATE OF AWARD 07/25/2020
		TYPE OF ACTION No Cost Amendment	MAILING DATE 07/25/2020
		PAYMENT METHOD: ACH	ACH# 80508
		RECIPIENT TYPE: County	
RECIPIENT: Cascade County 325 2nd Ave N Great Falls, MT 59401-2517 EIN: 81-6001343		PAYEE: Cascade City-County Health Department 115 4th Street South Helena, MT 59401-3618	
PROJECT MANAGER Sandy Johnson 115 4th Street South Great Falls, MT 59401-3618 E-Mail: sjohnson@cascadecountymt.gov Phone: 406-454-6950	EPA PROJECT OFFICER Tillman McAdams 10 West 15th Street, Suite 3200, 8MO Helena, MT 59626-9706 E-Mail: mcadams.tillman@epa.gov Phone: 406-457-5015	EPA GRANT SPECIALIST Matthew Null 8MSD E-Mail: Null.Matthew@epamail.epa.gov Phone: 303-312-6429	
PROJECT TITLE AND EXPLANATION OF CHANGES Neihart Superfund Cooperative Agreement This amendment extends the budget and project periods to 6/30/2023. All terms and conditions remain the same.			
BUDGET PERIOD 08/15/2008 - 06/30/2023	PROJECT PERIOD 08/15/2008 - 06/30/2023	TOTAL BUDGET PERIOD COST \$176,288.00	TOTAL PROJECT PERIOD COST \$176,288.00
NOTICE OF AWARD			
Based on your Application dated 07/03/2008 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$0. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$176,288. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS Environmental Protection Agency, Region 8 1595 Wynkoop Street Denver, CO 80202-1129		ORGANIZATION / ADDRESS U.S. EPA, Region 8 Montana Office 10 West 15th Street, Suite 3200 Helena, MT 59626-9706	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Matthew Null -			DATE 07/25/2020

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$56,532
2. Fringe Benefits	\$18,110
3. Travel	\$4,300
4. Equipment	\$0
5. Supplies	\$30,455
6. Contractual	\$60,399
7. Construction	\$0
8. Other	\$6,492
9. Total Direct Charges	\$176,288
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$176,288
12. Total Approved Assistance Amount	\$176,288
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$176,288

Administrative Conditions

All Administrative Conditions Remain the Same

Programmatic Conditions

All Programmatic Conditions Remain the Same

August 25, 2020

Contract 20-134

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Cascade County & Adani Systems, Inc. Body Scanner Agreement

INITIATED & PRESENTED BY: Undersheriff Cory Reeves
Cascade County Sheriff's Office

ACTION REQUESTED: Approval of Contract 20-134

BACKGROUND:

Adani Systems Inc. is demoing a Compass DV Full Body Scanner Machine at the Cascade County Adult Detention Center for a limited time period. This is to enhance security in the facility by reducing contraband and weapons being smuggled into the facility.

TERM: 60 days on date of installation and training

AMOUNT: Total Cost: \$0

RECOMMENDATION: Approval of Contract 20-134

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-134 Cascade County and Adani Systems, Inc. Body Scanner Agreement.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-134, Cascade County and Adani Systems, Inc. Body Scanner Agreement.

BODY SCANNER EQUIPMENT DEMONSTRATION AGREEMENT

This Equipment Trial Agreement (“Agreement”), is made and entered into this ___ day of August 2020, by and between, **ADANI Systems, Inc.**, (“Owner”), a foreign profit corporation, located at 13631 Poplar Circle, Conroe, Texas, 77304, and **CASCADE COUNTY** (“County”), a political subdivision of the state of Montana, located at 325 2nd Avenue North, Great Falls, Montana.

WITNESSETH:

WHEREAS, County desires to demo a body scanner machine at the Cascade County Adult Detention Center (herein after “Facility”) located at 3800 Ulm North Frontage Road, in Great Falls, Montana to enhance security in the facility by reducing contraband and weapons being smuggled into the facility; and

WHEREAS, Owner is an authorized seller of CONPASS DV Full Body X-ray screening equipment and respective software and components (herein after referred to as “Equipment”); and

WHEREAS, Owner agrees to provide the equipment to County for a limited duration for the sole purpose of demonstrating the Equipment.

NOW, THEREFORE, in consideration of the mutual covenant hereinafter contained, the parties hereto, intending to be legally bound, have agreed, and do hereby agree as follows:

1. Delivery and Use.

- A. Owner agrees to provide to County, upon the terms and conditions of this Agreement, at no monetary cost to County, the following Equipment particularly described as:

CONPASS DV Transmission X-Ray Screening Machine. The height is 97”, the width is 72”, and the length is 88”. Operating components and associated equipment (keyboard, monitor, etc.) for the screening machine.

- B. A hard drive compatible with the Equipment shall also be provided by Owner for County use. At the end of term for this Agreement, County will retain the hard drive, including any and all images stored.

- C. Delivery of the Equipment shall be by common carrier. The Owner shall notify the County of delivery particulars in advance of delivery. Delivery terms are FOB destination Great Falls, Montana. Owner also agrees to pay the costs of shipping and handling from the Facility at deinstallation and removal. All risks of damage to or loss of the Equipment in the course of delivering the Equipment to the County shall be assumed by the Owner. This includes when County employees assist with the transportation and installation of the Equipment.



- D. The location of the Equipment shall be underneath a sprinkler system. Owner is aware of the risks of damage to or loss of the Equipment at this location. Owner shall assume all liability and costs of any damage to the Equipment if the sprinkler system is activated.
- E. Owner shall maintain insurance on the Equipment throughout the duration of the demonstrative agreement.
- F. The safety of all persons employed by Owner, its officer, agents, and representatives who enter the facility in relation to this Agreement, or who will in any way have contact with the Equipment shall be the sole responsibility of the Owner. The Owner shall observe and comply with all safety rules and regulations as it pertains to the Equipment and the operations of the facility during installation and deinstallation of the Equipment. Owner, 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 staff being barred from the Facility's premises.
- G. Prior to County's use of the Equipment, a radiation survey shall be completed by the Owner and a copy provided to the County.

2. **Term.** The term of this Agreement shall commence upon signing of all parties to this Agreement and shall continue in full force and effect for sixty (60) days following completion of installation and training, or when the Equipment is removed from the facility by the Owner, whichever period is greater, unless terminated by either party by a writing signed by the terminating party.

3. **Title & Liens.** The Equipment is and shall remain the sole property of the Owner, and Owner may require markings to be placed on the Equipment to provide notice of Owner's interest therein. County shall keep the Equipment free from any and all encumbrances and liens which may in any way affect Owner's right, title or interest in and to the Equipment.

4. **Risk of Loss, Damage and Theft.** Any and all damage, loss, injury, deterioration or theft of the Equipment, howsoever caused while in the care, custody, and control of County shall be the sole obligation of the Owner knowing that it is being placed in a correctional facility for demonstration purposes. In such an event, County shall immediately notify the Owner. Owner shall also be responsible for the cost of any and all service, repairs, technical support and maintenance, including minor repairs howsoever caused while the Equipment is within the care, custody, and control of the County.

5. **General Warranty.** Owner warrants the Equipment will be free from defects in materials and workmanship during the demonstration period and shall conform with applicable



Laws and Governmental Authorizations.

6. **Software License.** Owner grants the County a personal, non-exclusive, non-transferable license to access and use certain proprietary computer software products and materials. The Software includes any upgrades, modifications, updates, and additions to existing features that Owner implements. Updates do not include additional features and significant enhancements to existing features. The County is the license holder of any third-party software products Owner obtains on their behalf. The County authorizes Owner to provide or preinstall the third-party software. The Software is to be used solely by the County at the facility. The County will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that the County did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States.

7. **Data.** Photographs and other data ("Cascade County Data") collected during this Agreement shall be returned to the County within ten (10) business days of the termination of the Agreement. The County reserves all rights, title and interest in and to all data that is generated by the Equipment. Owner has no vested rights in the Cascade County Data.

8. **Personal Health Information.** Owner agrees that from time to time during the Agreement its agents, employees or assigns, may be exposed to, or have access to, Protected Health Information ("PHI"), as defined by Health Insurance Portability and Accountability Act of 1996, 45 CFR Parts 160 and 164. Owner agrees that Owner, its agents, employees or assigns will not use or disclose PHI for any purpose unless expressly authorized by the County or required by a court of competent jurisdiction or by any governmental authority or by any state or federal law.

9. **Security.** Owner has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Cascade County Data, personal data protect against reasonably anticipated threats. Cascade County acknowledges that no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure.

10. **Training.** Owner agrees to provide training to operate the Equipment to County personnel at the facility at no cost to the County. This training shall include, but is not limited to, maintenance of the Equipment, how to read the radiation reports, the dose control system, and how to read X-rays to search for weapons and contraband. Owner shall provide an operating manual and shall conduct training within five (5) business days of the installation of the Equipment.



11. **Environmental Adaption.** County shall be responsible for providing proper space within the facility and proper amperage for the Equipment.

12. **Maintenance & Repairs.** Owner shall provide tech support for any physical repairs of the Equipment, including but not limited to electronic system failure, and perform preventative maintenance, including but not limited to, adjustments of images.

13. **Required Permits & Compliance with Law.** Owner has obtained all authorizations and permits necessary or required by law in connection with the Equipment provided pursuant to this Agreement. Owner shall materially comply with all relevant laws, regulations, rules, and ordinance in performing any provision under this Agreement.

14. Standard of Performance.

- A. Owner shall perform any work under this Agreement in accordance with standards of care, skill and diligence consistent with (a) recognized and sound practices, procedures and techniques; (b) all applicable laws and regulations; and (c) the degree of knowledge, skill, and judgment normally exercised by professionals and individuals with respect to the services of a similar nature.
- B. Owner agrees and covenants that it shall keep and maintain all personal and confidential information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; not use, sell, rent, transfer, distribute, or otherwise disclose or make available for the Owner's own purposes or for the benefit of anyone other than the County, in each case, without prior written consent; and not, directly or indirectly, disclose personal or confidential information to any person other than an authorized person without express approval of the County. If a public information request is submitted for personal and confidential information, Owner agrees to inform the County within ten (10) business days so that the County can have an opportunity to formally respond to the request.

15. **Information Security.** The parties agree that any collection, access, use, storage, disposal and disclosure of personal or confidential information does and will comply with all applicable federal and state privacy and data protection laws, as well as other applicable regulations and rules. Owner is obligated to implement and maintain minimum safeguards for the treatment of personal and confidential information, particularly in the handling of highly sensitive personal information.

16. **Subcontractors.** Owner may hire, at its expense, any subcontractors if approved in writing by County and provided that such subcontractor do not hinder the County's business and



are subject to all terms and conditions of this Agreement.

17. **Communications.** All communications affecting the terms and conditions of this Agreement and concerning execution of said Agreement shall be made only between the parties and specifically directed to the designated contacts identified herein, or their equivalent representative or agent.

18. **Choice of Law.** This Agreement shall be governed by the laws of the State of Montana. Venue shall be the Eight Judicial District, Cascade County, Montana. Each party will be responsible for their own attorney fees and costs.

19. **Indemnification.** Owner shall defend, indemnify, and hold harmless Cascade County, its officers, agents, employees, successors, and assignees from all claims, liabilities, causes of action or judgments, including the costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the Owner, its employees, agents, successors, and assignees. Further, Cascade County shall defend, indemnify, and hold harmless the Owner, its employees, agents, successors, and assignees from all claims, liabilities, demands, cause of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Cascade County, its officers, agents, employees, successors, and assignees.

20. **Public Access Information.** Owner acknowledges that County 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.

21. **Sovereign Immunity.** Cascade County, and any of its respective divisions of local government, acting through the Cascade County Board of Commissioners does not waive governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to them as a local governmental entity under MCA § 2-9-111 and all other state laws.

22. **Entire Agreement.** This Agreement constitutes and contains the entire agreement between the parties and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter hereof, unless incorporated by reference herein.

23. **Modification.** No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and signed by the parties.



24. **Severability.** Any provision of this Agreement that 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.

25. **Waiver.** Failure of either party to enforce any of the provisions herein shall in no way be construed to be a waiver of such provisions. Such failure shall not in any way affect the right of a party to thereafter enforce each and every provision of the Agreement. No waiver of any breach of any provision of this Agreement shall be constitute a waiver of any subsequent breach of any provision of this Agreement.

26. **Time is of the Essence.** Time is specifically declared to be of essence of this Agreement and of act required to be done and performed by the parties.

27. **Disputes.** The Parties will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. This Agreement shall be governed by and construed in accordance with the domestic laws of Cascade County without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than Cascade County, MT.

28. **Successors & Assigns.** This Agreement shall inure to the benefit of and is binding upon any successors and assigns of the parties.

29. **No Third-Party Benefits.** This Agreement is not intended, and shall not be deemed or construed, to confer any rights, powers or privileges on any person, firm, partnership, corporation or other entity not a party hereto, except as otherwise provided.

30. **Force Majeure.** Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided however that the affected party will use reasonable efforts to remove such causes of non-performance.

31. **Designated Contacts.** The following named individuals will serve as designated contact for each of the parties, for all communications and notices regarding this Contract:



ADANI Systems, Inc.	CASCADE COUNTY CONTACT
ADANI Systems, Inc. Luke Ricards 13631 Poplar Circle Conroe, Texas 77304 Phone: (303) 931-5505 Email: lricards@adanisystems.com	Cory Reeves, Undersheriff Cascade County Sheriff's Office 3800 Ulm North Frontage Road Great Falls, MT 59404 Phone: (406) 454-6802 Email: creeves@cascaedcountymt.gov

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date appearing beside their respective signatures.

OWNER:

ADANI Systems Inc.
Name of Contractor

[Signature]
Authorized Signature

Scott Ortolani
Printed Name

Chief Operations Officer
Title

STATE OF Texas

County of Montgomery :.SS

This instrument was signed or acknowledged before me by Scott Ortolani, a representative of ADANI Systems, Inc. on this 18th day of August 2020.

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

[Signature]
Notary Public for the State of Texas
Residing at 1140 April Waters Al, Montgomery TX
My Commission expires: 10-31-2022 17352

CASCADE COUNTY:

The undersigned acting with authority to bind Cascade County pursuant to Resolution 19-38 hereby enters into this Contract:

Jesse Slaughter, Cascade County Sheriff

Date

Further ratified by:

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James Larson, Commissioner

Jane Weber, Commissioner

ATTESTATION

On this ____ day of _____, 2020 I hereby attest the above-written signatures of the Cascade County Board of County Commissioners.

Rina Fontana Moore, 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.

August 25, 2020

Agenda #1

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Police Interceptor Bid Award

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Award: Contract #20-131

PRESENTED BY: Les Payne, Public Works Director

BACKGROUND:

Cascade County Public Works Department went out to public bid for a variety of police cruisers to upgrade their existing fleet. Bid packet availability was published in the Great Falls Tribune on July 26th, July 29th, and August 2, of 2020 and posted on the Cascade County website. Hard copies were available upon request. Sealed bids were due on Friday, August 7th, 2020 at 1:00 p.m. in Board of Commissioners office located in the Cascade County Courthouse Annex, 325 2nd Ave North, Room 111, Great Falls, MT. Bids were provided by Duval Ford, LLC of Jacksonville, FL and Corwin Ford, of Pasco WA. Staff reviewed all bids in their entirety and considered net price delivered, trade in value consideration, delivery days, specifications complied within the submittal, fuel consumption, warranty, current budget allowances, structure of fleet, structure of fleet maintenance, consideration of fleet replacement, resale value of used versus new equipment, average maintenance costs, repair, replacement, maintenance services, and our long range economic outlook and budget. Attached are the completed bid tabulations for review.

RECOMMENDATION:

Cascade County Staff, after reviewing bid proposals for multiple Police Cruisers, recommends awarding Contract #20-131 for four (4) 2021 Ford Interceptors and two (2) 2020 Ford F150 4x4 Responders, to Duval Ford LLC of Jacksonville, FL.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

“I move the Cascade County Commission APPROVE Contract #20-131, bid proposal from Duval Ford, LLC of Jacksonville, FL. for the purchase of four (4) 2021 Ford Interceptors and two (2) 2020 Ford F150 4x4 Responders as described in the staff report. Cascade County will not be accepting the trade-in proposal, and instruct staff to complete the purchasing process, for the total cost to the county of \$318,592.84.”

MOTION TO DISAPPROVE:

“I move the Cascade County Commission DISAPPROVE Contract #20-131, bid proposal from Duval Ford LLC of Jacksonville, FL.”

Cascade County Public Works Department

BID FORM

The undersigned Bidder hereby covenants and agrees to provide one (1) or more of each of the various models Police Cruiser vehicles as outlined and described in the specifications included herein, for the price stated per vehicle. The bidder understands that this bid is effective for sixty (60) days from the date of opening. All lines on the Bid Form must be completed.

Vehicle per Specifications	Model & Year	Net Purchase Price (w/o trade)
Police Cruiser (Utility) Fully Equipped	<u>2021 Ford Interceptor Utility</u>	\$ <u>52,810.93</u> each
Police Cruiser (Truck) Fully Equipped	<u>2020 F-150 Responder</u>	\$ <u>51,124.56</u> each

NOTE: Responder does NOT include rear window defroster, heated mirrors, reverse sensors, block heater or tow package. Tow Package can be added.
Unit is on order currently scheduled to be built in August at Ford.

NOTE: CASCADE COUNTY RESERVES THE RIGHT TO SELECT THE LOWEST MOST RESPONSIBLE BIDDER OF EACH OF THE MAKE & MODEL PROPOSED. (FOR EXAMPLE: THE SUV(S) MAY BE BOUGHT FROM ONE VENDOR AND THE TRUCK(S) MAY BE BOUGHT FROM A DIFFERENT VENDOR DEPENDING ON THE LOWEST MOST RESPONSIBLE BID PER MAKE AND MODEL). CASCADE COUNTY RESERVES THE RIGHT TO KEEP ANY OR ALL OF THE VEHICLES FOR PROPOSED TRADE-IN. THE BID BOND SUBMITTED WITH THIS FORM SHALL BE BASED ON THE FULL AMOUNT BID FOR THE NEW VEHICLES, AND MAY NOT BE REDUCED FOR THE VALUE OF ANY OF THE PROPOSED VEHICLES FOR TRADE-IN.

Bidder's Name Duval Ford / Dana Safety Supply

Bidder's Address 33 Sundance Dr
Livingston, MT 59047

Bidder's Phone No. 406-770-0670



Bidder's Signature

Cascade County Public Works Department

TRADE-IN VALUE CONSIDERATION

Vehicle Description	Vin Number	Trade-in Value
(1) 2015 SUV Utility Interceptor (#311) Fully equipped Sheriff vehicle: lights, cage, shotgun rack, AR rack, Python radar system, ICOP, Streamlight, spotlight, siren control and speaker, push bumper.	1FM5K8AR6FGB91933	\$ <u>4500.00</u>
(1) 2015 SUV Utility Interceptor (#326) Fully equipped Sheriff vehicle: lights, cage, shotgun rack, AR rack, Python radar system, ICOP, Streamlight, spotlight, siren control and speaker, push bumper.	1FM5K8AR3FGB98919	\$ <u>4500.00</u>
((1) 2014 SUV Utility Interceptor (#327) Fully equipped Sheriff vehicle: lights, cage, shotgun rack, AR rack, Python radar system, ICOP, Streamlight, spotlight, siren control and speaker, push bumper.	1FM5K8AR2EGB74724	\$ <u>4500.00</u>
(1) 2014 SUV Utility Interceptor (#330) Fully equipped Sheriff vehicle: lights, cage, shotgun rack, AR rack, Python radar system, ICOP, Streamlight, spotlight, siren control and speaker, push bumper.	1FM5K8AR4EGB74725	\$ <u>4500.00</u>

A bidder can set up a time and date to inspect or view a trade-in vehicle by contacting Bob Wilson at Cascade County Public Works at 406-454-6928.

Cascade County Public Works Department

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020, by and between Cascade County, and Duval Ford, hereinafter referred to as the seller, and is meant to describe the terms and conditions for the sale by seller and the purchase over time by Cascade County of _____, fleet vehicle(s) as described in the specifications.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. Item Purchased. The seller agrees to sell and provide, and Cascade County agrees to purchase the Ford certain vehicle(s) with associated equipment, for the sale price of

\$ 52,810.93 (F150)
51,124.56 (P150UV)

The specific vehicle(s) to be purchased over time is more specifically described as follows: _____

2020 Ford F150 Responder Police Pursuit

2021 Ford Police Interceptor Utility

2. Delivery Date. Time is of the essence in this agreement. The seller shall deliver the vehicle(s) and associated equipment to Cascade County no later than 150 Days After Order. If full delivery is not made by such date, the parties hereby agree that Cascade County shall be entitled to liquidated damages in the amount of \$50.00 for each day past such deliver date until full delivery takes place. Cascade County may choose to waive its receipt of liquidated damages.

3. Contract Documents. The parties understand and agree that there are various documents which are an integral part of this contract, and by this reference are fully incorporated herein: to include all of the documents which are part of the Bidder's Package.

4. Insurance. Delivery shall be F.O.B. Cascade County Shop at Great Falls, Montana. The seller shall be responsible for insuring the vehicle(s) until they are delivered and off-loaded to Cascade County. Cascade County shall not be responsible for loss until such time, and then upon unloading the equipment the obligation for insurance shall be the responsibility of Cascade County.

Cascade County Public Works Department

5. Venue for Disputes. Should any dispute arise regarding this contract, proper venue shall be in the District Court of the Eighth Judicial District, in and for Cascade County, Montana.

6. Binding Effect. This contract shall bind and inure to the benefit of the heirs, successors, and assigns of the parties.

Dated this ____ day of _____, 2020.

CASCADE COUNTY:

James Larson, Chairman

ATTEST:

Rina Fontana Moore, Clerk and Recorder



Successful Bidder

2020-2021 Bid Tabulation Sheet For Police Crusiers

Duval Ford			
Trade-In	Trade-In Value	Make & Model Replacement	Net Purchase Price
2015 Ford Interceptor (311)	\$ 4,500.00	2021 Ford Interceptor	\$ 52,810.93
2015 Ford Interceptor (326)	\$ 4,500.00	2021 Ford Interceptor	\$ 52,810.93
2014 Ford Interceptor (327)	\$ 4,500.00	2021 Ford Interceptor	\$ 52,810.93
2014 Ford Interceptor (330)	\$ 4,500.00	2021 Ford Interceptor	\$ 52,810.93
		2020 Ford F150	\$ 51,124.56
		2020 Ford F150	\$ 51,124.56
	\$ 18,000.00		\$ 313,492.84
		OUTLAW GRAPHICS	\$ 5,100.00
		Trade-In Total	\$ 18,000.00
		Net Purchase Total	\$ 313,492.84
		Total Cost to County	\$ 300,592.84

Corwin Ford			
Trade-In	Trade-In Value	Make & Model Replacement	Net Purchase Price
2015 Ford Interceptor (311)	\$ 5,000.00	2021 Ford Interceptor	\$ 57,680.00
2015 Ford Interceptor (326)	\$ 5,000.00	2021 Ford Interceptor	\$ 57,680.00
2014 Ford Interceptor (327)	\$ 4,000.00	2021 Ford Interceptor	\$ 57,680.00
2014 Ford Interceptor (330)	\$ 4,000.00	2021 Ford Interceptor	\$ 57,680.00
		2020 Ford F150	\$ 54,914.00
		2020 Ford F150	\$ 54,914.00
	\$ 18,000.00		\$ 340,548.00
		OUTLAW GRAPHICS	\$ 5,100.00
		Trade-In Total	\$ 18,000.00
		Net Purchase Total	\$ 340,548.00
		Total Cost to County	\$ 327,648.00

Duval Ford with/out trade-in			
Trade-In	Trade-In Value	Make & Model Replacement	Net Purchase Price
		2021 Ford Interceptor	\$ 52,810.93
		2021 Ford Interceptor	\$ 52,810.93
		2021 Ford Interceptor	\$ 52,810.93
		2021 Ford Interceptor	\$ 52,810.93
		2020 Ford F150	\$ 51,124.56
		2020 Ford F150	\$ 51,124.56
	\$ -		\$ 313,492.84
		OUTLAW GRAPHICS	\$ 5,100.00
		Trade-In Total	\$ -
		Net Purchase Total	\$ 313,492.84
		Total Cost to County	\$ 318,592.84

Corwin Ford with/out trade-in			
Trade-In	Trade-In Value	Make & Model Replacement	Net Purchase Price
		2021 Ford Interceptor	\$ 57,680.00
		2021 Ford Interceptor	\$ 57,680.00
		2021 Ford Interceptor	\$ 57,680.00
		2021 Ford Interceptor	\$ 57,680.00
		2020 Ford F150	\$ 54,914.00
		2020 Ford F150	\$ 54,914.00
	\$ -		\$ 340,548.00
		OUTLAW GRAPHICS	\$ 5,100.00
		Trade-In Total	\$ -
		Net Purchase Total	\$ 340,548.00
		Total Cost to County	\$ 345,648.00

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	Public Meeting for Final Plat Approval of AB Frontage Commercial minor subdivision
INITIATED BY	Frontage Properties, LLC (Allan Birky)
ACTION REQUESTED	Final Plat Approval for the AB Frontage Commercial minor subdivision
PRESENTED BY	Anna Ehnes, Planner

BACKGROUND

Frontage Properties, LLC (Allan Birky) requests final plat approval for the AB Frontage Commercial minor subdivision consisting of three (3) commercial lots: Lot 1 is 10.129 acres, Lot 2 is 4.785 acres, and Lot 3 is 5.215 acres. The property lies within the Commercial (C) zoning district and the total acreage of the proposed site is 20.129 acres. Access to the proposed subdivision will be via Vaughn South Frontage Road. The frontage road is a paved road maintained by the Montana Department of Transportation (MDT), the approaches for Lot 1, and the shared approach for Lots 2 and 3 are existing. The lots have been reviewed by the Department of Environmental Quality for water and wastewater approvals. This received preliminary plat approval by the County Commission on December 24, 2019. The preliminary plat approval had nine (9) conditions that needed to be met prior to final plat approval and they are listed below:

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat;
2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;
3. Pursuant to § 76-3-612, MCA (2019), submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land;
4. Pursuant to § 7-22-2152, MCA (2019), submitting a written plan to the Cascade County Weed Board specifying the methods for weed management procedures with regards to this development;
5. Causing to be recorded on the plat a statement concerning limited public services;
6. Causing to be recorded an Agricultural Notification Statement;

7. Obtain approval for the proposed water and sewage disposal systems from state and/or local health departments;
8. Obtain the necessary approach permits from Montana Department of Transportation for the two approaches off Vaughn South Frontage Road;
9. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of any road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitably in such an RSID. This waiver will expire 20 years after the date the final plat is filed with Cascade County. This statement of waiver shall be placed on the final plat.”

CONCLUSION: The proposed subdivision meets the requirements of the Cascade County Subdivision Regulations, as well as Montana’s Subdivision and Surveying Laws and Regulations and the applicant has fulfilled all the conditions of approval.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO DENY: I move that the Commissioners, after consideration of the Staff Report and Findings of Fact **deny** the Final Plat for the AB Frontage Commercial minor subdivision.

MOTION TO APPROVE: I move that the Commissioners after consideration of the Staff Report and Findings of Fact **approve** the Final Plat for the AB Frontage Commercial minor subdivision due to the nine (9) conditions being met.

cc: Frontage Properties, LLC (Allan Birky), Big Sky Civil & Environmental Inc.

Attachments:

- Final Plat Application
- Documentation showing conditions are met



Subdivision Final Plat Approval Form

Cascade County Public Works Department
Planning Division
121 4th St No, STE 2H/I, Great Falls MT 59401
Phone: 406-454-6905 Fax: 406-454-6919

OFFICE USE ONLY	
Application #: <u>?</u>	Fee for Major: <u>\$400</u>
Date Form Received: <u>07/20/2020</u>	Payment: Check (#) <u>12228</u> Cash <u>N/A</u>
Type of Subdivision: <u>Major - Minor</u>	Final Approval/Rejection Date: _____

Date: 07/15/2020

- Name of Subdivision: AB Frontage Commercial, LLC – Allan Birky
- Location: N1/2 SW1/4 Section 27 Township 21 N. Range 2 E.
For Amended Plats: Lot(s) _____ Block(s) _____ Subdivision: _____
- Name of Subdivider: Frontage Properties, LLC (Allan Birky)
Mailing Address: 1220 Central Ave. W
City: Great Falls State: MT Zip: 59404 Phone #: 406-899-7107
- Name, address and telephone number of persons of firms providing services and information (e.g.: surveyor, engineer, designer, planning consultant, attorney)
Name of Representative(s): Mark Leo, E.S. – Big Sky Civil & Environmental, Inc.
Mailing Address: PO Box 3625
City: Great Falls State: MT Zip: 59403 Phone #: 406-727-2185
- Descriptive Data:
 - Gross area in acres: 20.190 acres
 - Number of lots or rental spaces: 3
 - Existing zoning or other regulations: Commercial
- Date Preliminary Plat Approved: December 24, 2019
- Any Conditions? Yes - (If Yes, attach list of conditions.)
- Any Deed restrictions or covenants? Shared User Agreement – See COSA. (If Yes, attach a copy.)

9. All improvements installed? Yes (If No, attach subdivision improvements agreement or guarantees.)

10. List of materials submitted with this final plat approval form:

- a. Draft Final Plat
- b. Conditions of Approval – Addressed W/attachments
- c. DEQ Certificate of Subdivision Approval (EQ #20-1269)
- d. _____
- e. _____
- f. _____

I do hereby certify that all the statements and information to include those contained in all exhibits transmitted herewith are true. I hereby apply to the Board of Commissioners of Cascade County for approval of the final plat.

 _____ (Allan Birky, Developer) Subdivider Date: 7/20/20

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat;
SEE ATTACHED DRAFT FINAL PLAT

2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;

SEE ATTACHED SUBDIVISION GUARANTEE

3. Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (MCA 76-3-612) (2017);

SEE ATTACHED SUBDIVISION GUARANTEE

4. Pursuant to 7-22-2152 M.C.A. (2017), submitting a written plan to the Cascade County Weed Board specifying the methods for weed management procedures with regards to this development;

SEE ATTACHED WEED MANAGEMENT PLAN

5. Causing to be recorded on the plat a statement concerning limited public services;
SEE ATTACHED DRAFT FINAL PLAT

6. Causing to be recorded an Agricultural Notification Statement;
SEE ATTACHED DRAFT FINAL PLAT

7. Obtain approval for the proposed water and sewage disposal systems from state and/or local health departments;
SEE ATTACHED CERTIFICATE OF SUBDIVISION APPROVAL EQ #20-1269

8. Obtain the necessary approach permits from Montana Department of Transportation for the two approaches off Vaughn South Frontage Road;
SEE ATTACHED APPROACH PERMIT

9. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of any road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitably in such an RSID. This waiver will expire 20 years after the date the final plat is filed with Cascade County. This statement of waiver shall be placed on the final plat."

SEE ATTACHED DRAFT FINAL PLAT

Condition 2
Condition 3

stewart title

CLTA GUARANTEE

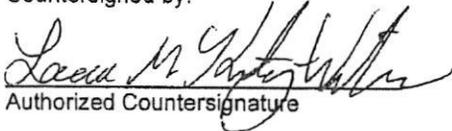
ISSUED BY
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

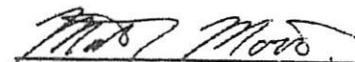
Countersigned by:


Authorized Countersignature

Mountain Title Company
325 1st Avenue North
PO Box 2112
Great Falls, MT 59401
Agent ID: 260074

stewart
title guaranty company





Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

**SUBDIVISION GUARANTEE
SCHEDULE A**

File No.: 49138

Guarantee No.: G-0000-434679168

Date of Guarantee: February 26, 2019 at 5:00 P.M.

Liability: \$1,000.00

Premium: \$100.00

A. Assured:

CASCADE COUNTY

B. Assurances:

1. Description of the land:

SEE EXHIBIT "A" ATTACHED HERETO

2. Name of Proposed Subdivision Plat or Condominium Map:

AB FRONTAGE COMMERCIAL

3. That the only hereafter named parties appear to have an interest showing in the public records affecting the land necessitating their execution of the name proposed plat or map area as follows:

FRONTAGE PROPERTIES, LLC

File No.: 49138

Guarantee No.: G-0000-434679168

SUBJECT TO:

1. General taxes for the year 2019 which are a lien not yet due and payable.
2. General taxes for the year 2018 are as follows:

First Half	\$279.62	Status: PAID
Second Half	\$279.60	Status: PAID
SID's:	NONE	Included in total
City	NONE	Included in total
Total	\$559.22	
Receipt No.:	35707	
Parcel No.:	0003039700	
3. Said property is within the boundaries of the Cascade County Rural Solid Waste District, created by resolution filed May 28, 1971, under Misc. File No. 5284, records of Cascade County, Montana, and will be subject to any levies or assessments thereof.
4. Said property is within the boundaries of the VAUGHN FIRE DISTRICT, and is subject to any levies or assessments thereof.
5. Prior to filing, title company must be provided with an acceptable resolution authorizing FRONTAGE PROPERTIES, LLC herein to subdivide said premises, together with proof that said limited liability company is active, in good standing, and authorized to business in the State of Montana, and naming the person or persons authorized to sign on behalf of said limited liability company and in what capacity.
6. Matters contained in Easement executed by HOMER H. JONES, et ux, to STATE OF MONTANA, as recorded October 28, 1937 in Book 156 of Deeds, Page 175, records of Cascade County, Montana.
7. Matters contained in Right of Way Easement executed by GEORGE H. CAMPBELL, et ux, to THE MONTANA POWER COMPANY, as recorded May 7, 1951 in Book 210 of Deeds, Page 607, records of Cascade County, Montana.
8. Matters contained in Right-of-Way Easement executed by HENRY R. LEHMAN to THE MONTANA POWER COMPANY, as recorded November 2, 1959 in Book 293 of Deeds, Page 525, records of Cascade County, Montana.
9. The policy will not insure, and no examination has been made for, minerals in or under the said land, mineral rights, mining rights and easement rights in connection therewith or other matters relating thereto, whether express or implied.
10. **No plat is of record for the premises described herein. A Subdivision Plat, in conformance with the Montana Subdivision and Platting Act, as revised, may be required before a conveyance of said premises is acceptable for recording.**

Survey/Plat, when recorded, must be in compliance with the provisions of the Montana Subdivision and Platting Act, 1973, (Sections 76-3-101 M.C.A. through 76-3-614 M.C.A.) and the regulations adopted pursuant thereto.

Easements, conditions and restrictions as disclosed or to be disclosed on proposed Survey/Plat to be

MT Subdivision Guarantee 14

recorded prior to or as part of this transaction.

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land located in the N1/2S1/2, Section 27, Township 21 North, Range 2 East, PMM, Cascade County, Montana,
Beginning at the SE corner of the NE1/4SW1/4 of said Section 27;
Thence South 89°34' West, 1,301.4 feet along the South line of the N1/2S1/2 of said Section 27 to the intersection with the northerly Right-of-Way line of the Burlington Northern Railroad, said point being the point of beginning;
Thence North 11°43'50" East, 765.4 feet to the South Right-of-Way line of a state highway;
Thence along said Right-of-Way line, North 84°21' West, 1,511.0 feet to the West boundary of said Section 27;
Thence along said section line South 00°0' East, 465.7 feet to the northerly Right-of-Way line of said Burlington Northern Railroad;
Thence South 69°20' East, 273.4 feet;
Thence North 20°40' East, 50.0 feet;
Thence South 69°20' East, 1,088.8 feet;
Thence North 89°34' East, 55.4 feet to the point of beginning.
(According to Document R0358914, recorded August 1, 2018, records of Cascade County, Montana.)

This Document Prepared By:
Chicago Title Company, LLC
101 River Dr N
Great Falls, MT 59401

After Recording Return To:
Frontage Properties, LLC
42 New Dracut Hill Road
Vaughn, MT 59487

Order No.: 3522180957-TP

FILED AT THE REQUEST
OF CHICAGO TITLE

WARRANTY DEED

For Value Received Phyllis Ryan, the grantor(s), do(es) hereby grant, bargain, sell and convey unto Frontage Properties, LLC, of 42 New Dracut Hill Road, Vaughn, MT 59487, the grantee(s), the following described premises, in Cascade County, Montana, to wit:

A tract of land located in the N $\frac{1}{4}$ S $\frac{1}{4}$, Section 27, Township 21 North, Range 2 East, PMM, Cascade County, Montana, beginning at the SE Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 27;
Thence South 89°34' West 1301.4 feet along the South line of the N $\frac{1}{4}$ S $\frac{1}{4}$ of said Section 27 to the intersection with the Northerly Right-of-Way line of the Burlington Northern Railroad, said point being the point of beginning;
Thence North 11°43'50" East 765.4 feet to the South Right-of-Way line of a state highway;
Thence along said right-of-way line, North 84°21' West, 1511.0 feet to the West boundary of said Section 27;
Thence along said section line South 00°0' East 465.7 feet to the Northerly right-of-way line of said Burlington Northern Railroad;
Thence South 69°20' East 273.4 feet
Thence North 20°40' East 60.0 feet;
Thence South 69°20' East 1088.8 feet;
Thence North 89°34' East 55.4 feet to the point of beginning.

TO HAVE AND TO HOLD unto the Grantee and to the heirs and assigns forever, subject, however, to:

- A. All reservations and exceptions of record and in patents from the United States or the State of Montana;
- B. All existing easements and rights of way of record, building, use zoning, sanitary and environmental restrictions;
- C. Taxes and assessments for the year 2018 and subsequent years;
- D. All prior conveyances, leases or transfers of any interest in minerals, including oil, gas and other hydrocarbons;

Except with reference to items referred to in paragraphs above, this Deed is given with the usual covenants expressed in §30-11-110, Montana Code Annotated.

This conveyance is made and accepted upon the express agreement that the consideration heretofore paid constitutes an adequate and full consideration in money or money's worth.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.


Phyllis Ryan

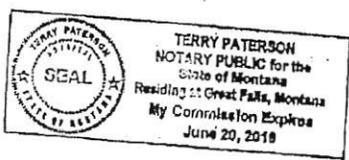
State of Montana

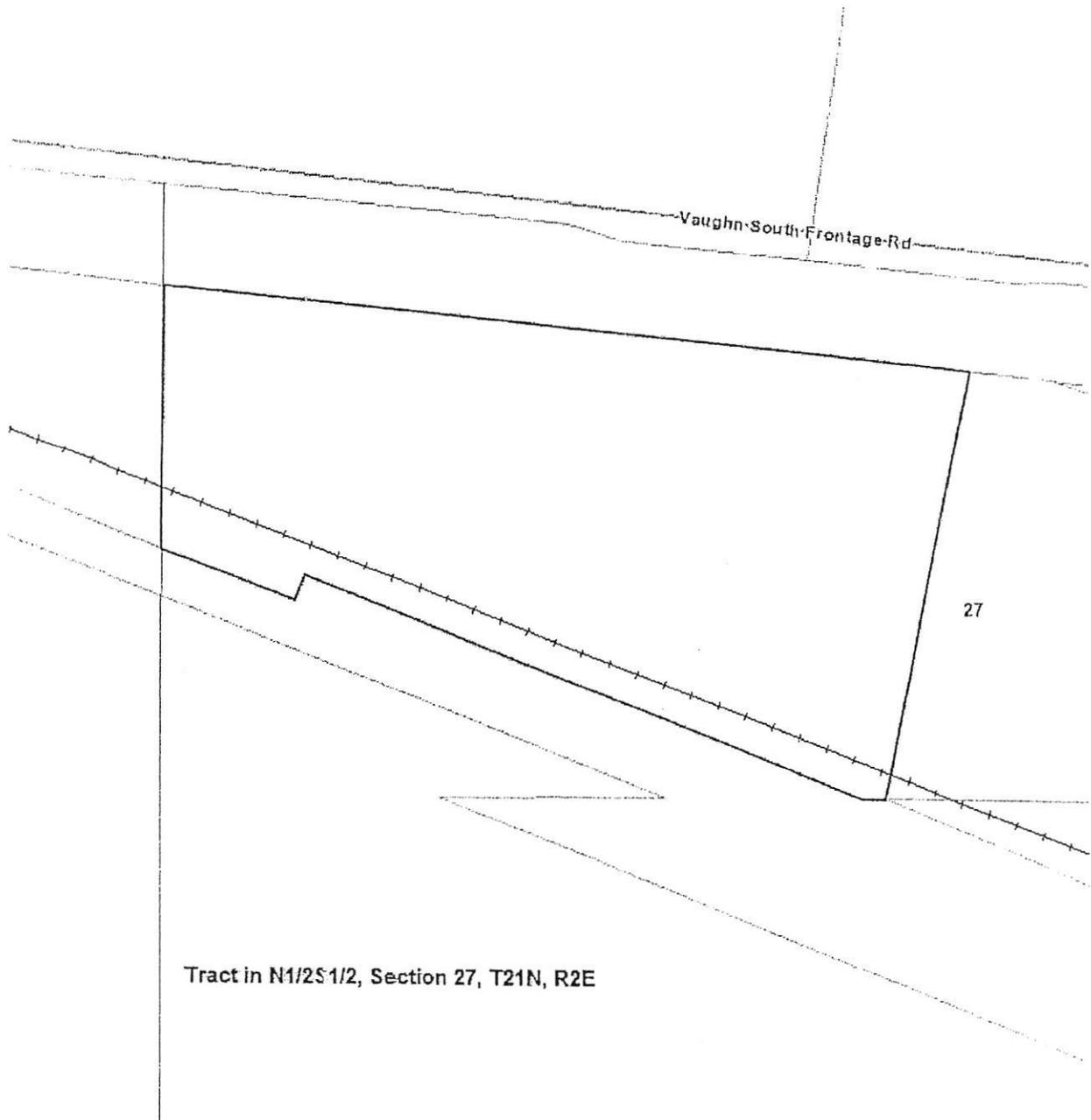
County of Cascade

This instrument was acknowledged before me on August 1, 2018 by Phyllis Ryan.


Terry Paterson
Notary Public for the State of Montana
Residing at Great Falls, MT
My Commission Expires: 06/20/2019

(SEAL)





Tract in N1/2S1/2, Section 27, T21N, R2E

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date;
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claims to be Given by Assured Claimant** – An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required, provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** – The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** – Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** – In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims; Termination of Liability** – In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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File No.: 49138

2222 Guarantee (6-6-92)

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The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such Purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its option under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To Pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. **Determination and Extent of Liability** – This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. **Limitation of Liability** –

- (a) If the Company establishes the title or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. **Reduction of Liability or Termination of Liability** – All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. **Payment of Loss**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. **Subrogation Upon Payment or Settlement** – Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest and costs of collection.

13. **Arbitration** – Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. **Liability Limited to This Guarantee; Guarantee Entire Contract** –

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. **Notices, Where Sent** – All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 49138

2222 Guarantee (6-6-92)

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STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

PROPOSED NOXIOUS WEED MANAGEMENT PLAN

In accordance with 7-22-2132 (4) MCA. A person is considered in compliance if he submits and the Board accepts a proposal to undertake specified control measures, and is in compliance for so long as he performs according to the terms of the proposal.

- Noxious weeds requiring management with approximate size of infestations: Patches of leafy spurge & whitetop
- Location: Township 21N Range 02E Section 27 GEO Code 02-3137-27-3-03-01-0000
 Sub-division A3 Forage Commercial Block _____ Lot _____
Attach map of plat, or sketch of the property with weed infestations shown
- Number of years to implement management plan: _____ 1 year 3 years _____ 5 years
- Specified control measures: Spraying is recommended. Initial weed management needs to happen soon to keep leafy spurge in check

Chemical: Mark which chemical(s) will be used, or write chemical(s) here.

	2,4-D	Escort (metolachlor methyl)	Tordon (picloram) <small>RESTRICTED USE PESTICIDE</small>	Perspective (aminocycloproprachlor)	Milestone (aminopyralid)	Platcu (metsoproc)	Telar (chlorasulfuron)	SpeedZone or E2 (2,4-D + dicamba)	Roundup (glyphosate)
E = excellent G = good F = fair - = not tested / not recommended <i>*Results may be variable*</i>									
Spotted Knapweed	G	-	E	G	E	-	-	G	F
Diffuse Knapweed	F	-	E	G	E	-	-	F	F
Russian Knapweed	-	F	E	G	E	G	F	F	-
Leafy Spurge	F	-	G	G	-	G	-	F	G
Dalmation Toadflax*	-	F	G	G	-	G	G	-	-
Canada Thistle	F	F	E	E	E	-	G	F	G
Field Bindweed	F	F	G	G	-	G	-	F	F
Whiteweed	F	E	-	G	-	G	-	F	F
Houndstongue	F	E	G	G	-	G	G	G	F
Hoary Alyssum	F	E	-	-	-	-	-	F	F
Oxeye Daisy	F	E	G	-	E	-	-	F	F

Cultural/Physical: Explain _____

Biological: As an integrated component of overall management. Explain _____

- Who will be doing the control work? Self Commercial contractor
- Dates control measures will be carried out each year: Immediately, then as needed next several years
- Are there any environmentally sensitive areas? no If so describe: _____

If weeds are not managed as above, this further authorizes Cascade County Weed and Mosquito Management District to implement this plan.

Dated this 20 day of Aug 2019

Weed District Accept: (yes) (no)

Weed District Signature: _____

I acknowledge and agree to the foregoing provisions:

Signature: _____

Name: Alban Burkley

Mailing Address: 1220 Central Ave W

City: Great Falls

State: MT Zip: 59404



June 18, 2020

Mark Leo
Big Sky Civil & Environmental Company
PO Box 3625
Great Falls MT

RE: AB Frontage Commercial Subdivision
Cascade County
E.Q. #20-1269

Dear Mr. Leo:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

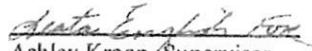
Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

In addition, your project may be subject to Federal regulations relating to Class V injection wells. Please contact the United States Environmental Protection Agency regarding specific rules that may apply.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you have any questions, please contact this office.

Sincerely,


Ashley Kroon, Supervisor
Subdivision Review Section

AK/le

cc: County Sanitarian
County Planning Board (e-mail)
Owner

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 76-4-101 et seq.)

TO: County Clerk and Recorder
Cascade County
Great Falls, Montana

E.Q. #20-1269

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **AB FRONTAGE COMMERCIAL SUBDIVISION**

A tract of land situated in the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 27, Township 21 North, Range 2 East, P.M.M., Cascade County, Montana as found in the records of the Cascade County Clerk & Recorder, consisting of approximately 20.1 acres,

consisting of three lots have been reviewed by personnel of the Water Quality Division, and,

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,

THAT the approval of the Plat is made with the understanding that the following conditions shall be met:

THAT the Lot sizes as indicated on the Plat to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT Lot 1 shall be used for one commercial unit that is supplied with water and sewer services, and 15 (dry) storage units that are not supplied with water or sewer services, and,

THAT Lot 2 and Lot 3 shall each be used for one commercial unit, and,

THAT each individual water system will consist of a minimum 1,500-gallon cistern that is constructed and installed in accordance with department Circular DEQ-17 with all water hauled by a licensed water hauler and disinfected in accordance with the criteria established in Title 17, Chapter 38, Subchapter 5 and the most current standards of the Department of Environmental Quality, and,

THAT in order to change the individual water system from a cistern and hauled water to another type of individual water system, prior approval by the department will be required, and,

THAT each individual sewage treatment system will consist of a septic tank, effluent filter, and subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT each subsurface drainfield shall have an absorption area of sufficient size to provide for an application rate of 0.3 gpd/square foot and,

THAT when the present sewage treatment system is in need of extensive repairs or replacement it shall be replaced by a septic tank and subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT the operation and maintenance of water supply, sewage treatment system facilities shall be the responsibility of each lot owner, and

THAT the bottom of the drainfield shall be at least four feet above the water table, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum highwater level of a 100 year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT storm drainage facilities shall be constructed in accordance with the stamped and approved Storm Water Drainage Layout dated 12/26/19, signed and stamped by Mark Leo, 12920ES, and,

THAT the storm drainage facilities will include diversion ditches, culverts, and a detention pond located on the southeast corner of Lot 3 as shown on the approved plans, and,

THAT the operation and maintenance of the stormwater facilities shall be the responsibility of each lot owner as specified in the shard storm water facility agreement that shall be filed with the certificate, and,

THAT water supply systems, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT if the water or wastewater system serves more than 24 people for more than 60 days per year, the water or wastewater supply system must be submitted to the Department of Environmental Quality for review as a public system , and,

THAT the developer and/or owner of record shall provide each purchaser of property with a copy of the Plat approved location of water supply, sewage treatment system and storm drainage structures as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Subchapters 3 and 9, before construction is started.

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

Page 3 of 2

AB Frontage Commercial Subdivision
Cascade County, Montana
E.Q. # 20-1269

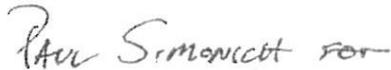
Pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and local board of health under section 50-2-116(1)(i), before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this certificate by attaching it to the Plat filed in your office as required by law.

DATED this 28th day of June 2020

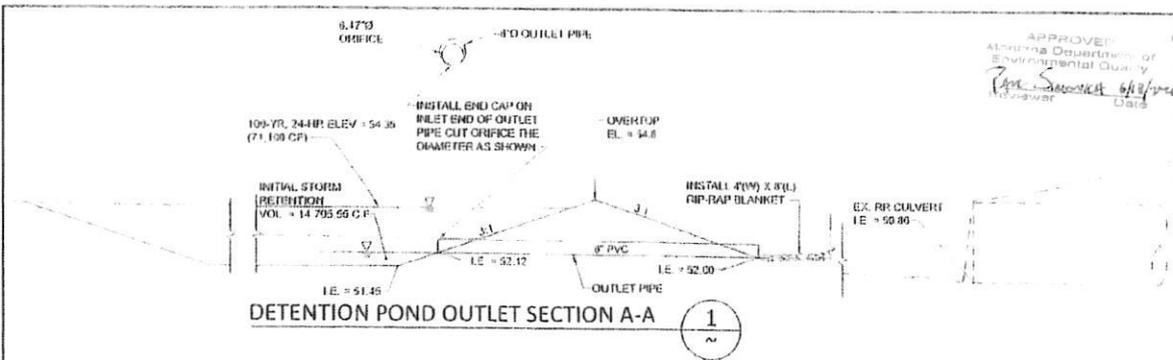
Shaun McGrath
DIRECTOR

By:

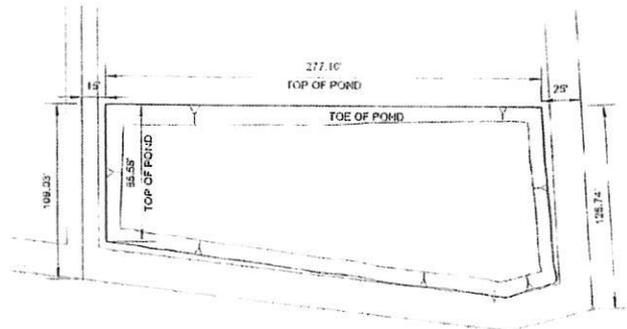
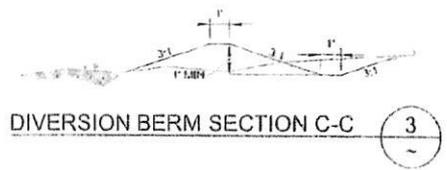
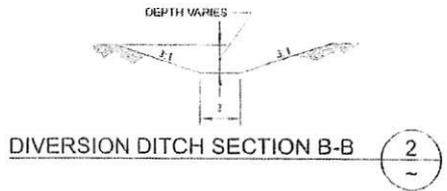
 Paul Simonich for
Rachel Clark, Supervisor
Public Water & Subdivision Section
Engineering Bureau
Water Quality Division
Department of Environmental Quality

Owner's Name:

Frontage Properties LLC; Allen Birky, 1220 Central Ave. W, Great Falls MT 59404



DETENTION POND OUTLET SECTION A-A (1)



DETENTION POND (4)

APPROVED
 Alabama Department of
 Environmental Quality
Paul S. ...
 Date

bsc&e
 310 527 8776 &
 ENVIRONMENTAL, INC.
 1324 15th Ave. SE
 P.O. Box 3035
 GREAT FALLS, NE 68601
 (402) 727-2195 OFFICE
 (402) 727-2626 FAX
 www.bsc&e.com



OWNER:
 FRONTAGE
 PROPERTIES, LLC

PROJECT NAME:
 4R FRONTAGE
 COMMERCIAL
 SUBDIVISION

SHEET TITLE:
 STORM WATER
 DETAILS

DATE: 2 OF 2

AB FRONTAGE COMMERCIAL STORM DRAINAGE OPERATION & MAINTENANCE 2019

GENERAL INFORMATION:

The development is being completed by Alan Birky. The developer contact information is shown below:

*Alan Birky
1220 Central Ave. West
Great Falls, MT 59404
Mobile: 406-899-7107*



Operation and Maintenance:

The proposed development including roadways, ditches, parking lots, and storm drainage features will be privately owned and maintained. It is the responsibility of the developer to operate and maintain the drainage systems. If the developer should notice any portion of ditches that have been damaged or are not of the original characteristics, the deficiencies or damages in the roadway should be remedied immediately. Routine maintenance of the drainage culverts and storm drainage features will be required to ensure efficient operation. Routine maintenance includes, but is not limited to the following:

- Mowing – Mow tall grass adjacent to roadway and within detention pond and roadside ditches.
- Plowing – During winter months a service may be employed to plow/sand the roadway as necessary.
- Hole/Roadway Repair – Fill holes that may appear with roadway surfacing material similar to material used to construct roadway. Minor roadway maintenance will be required to fix holes, ruts, and washboards. Leveling can be completed by motor grader to fix surface defects.
- Ditch and Drainage Pipe Cleaning – Clean debris or sediment deposits in ditches, culverts, and the storm drainage detention pond.

Routine inspections shall be conducted at a minimum of bi-annually to determine if any of the storm drainage features are in need of repair. Any signs of erosion or required maintenance shall be mitigated immediately. Re-plant grass in all disturbed areas following maintenance operations.

G. Site Information:

The proposed development and storm drainage system will be privately owned.

Per the USDA Web Soil Survey and the results of the onsite soil borings, the soils within the project area are primarily silty clay loams and sandy clay loams. Depth to bedrock at the subject property has not been determined and was not encountered during the excavation of test pits to a depth of 10 feet. Groundwater is not anticipated to affect construction. The site exists outside of the flood plain according to FEMA mapping.

Based on historical aerial imagery, a site inspection, and general working knowledge of the area, there does not appear to be any evidence indicating unstable slopes, or the potential for landslides in the area.

H. Environmental Impacts:

Land uses in the project area are primarily commercial and agricultural and the direct area in which construction will occur is currently vacant land. No permanent, adverse environmental impacts are anticipated as a result of the project. Temporary noise and dust impacts will occur during construction. Temporary erosion impacts occurring during construction activities will be properly mitigated by the use of appropriate BMP's. The contractor will be responsible for obtaining all necessary construction permits.

The development exists outside of the floodplain. No DEQ priority or Heritage wetland sites are located in the project location or surrounding area according to NRIS mapping.

I. Engineering Plans and Supporting Documents:

Contract documents, consisting of construction drawings, plan & profile sheets, construction details, and technical specifications for the project are submitted herewith for review.

Shared Storm Water Facility Agreement

THIS AGREEMENT made this _____ day of _____, 20____ by Frontage Properties LLC, the owner of Lots 1, 2, and 3 (AB Frontage Commercial Minor Plat), Cascade County, Montana.

All subsequent owners of Lots 1, 2, and 3 shall become parties to this agreement as described below.

WHEREAS, the undersigned party deems it necessary to provide a storm water detention pond to service the Lots described herein, and an Agreement has been established relative to providing storm water detention and the cost of maintaining said retention/detention pond; and

WHEREAS, there is located a retention/detention pond on the southeast corner of Lot 3, AB Frontage Commercial Subdivision, for the purpose of providing storm water retention/detention for runoff originating in Lots 1, 2, and 3. This Agreement will establish an easement as depicted on the subdivision plat to install, operate, and maintain the detention pond and all appurtenant structures of said pond for the benefit of all current and subsequent owners.

WHEREAS, it is the intention and purpose of the undersigned that the retention/detention pond and storm water discharge system shall be used and operated to provide adequate detention capacity for each of the properties connected thereto, for the anticipated storm water run-off of said properties, and to assure the continuous and satisfactory operation and maintenance of the detention pond for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the said detention pond complies with state regulations and is deemed to be of adequate capacity to detain anticipated run-off volumes from developed lots 1, 2, and 3, to ensure adequate operation and maintenance so as to ensure pond integrity; and

WHEREAS, this Agreement is established for the purposes of reducing to writing their respective rights and obligations pertaining to said detention pond and any future storm water discharge system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the detention pond situated approximately on the southeasterly corner of Lot 3, shall be used by the parties to this Agreement, as well as by all future owners and occupants of said Lots, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties and subsequent heirs, successors and assigns, for the exclusive benefit of the respective Lots of real estate, and for the exclusive use of the commercial operation residing thereon, are hereby granted the right in common with the subsequent owners, to discharge storm water run-off from all lots into the storm water detention pond.
2. The party first requiring use of the detention pond shall pay for installation of the pond and storm water discharge structure. Subsequent users of the detention pond shall reimburse the first party for one third of the commonly used assets after receiving proper documentation of said costs, and pay for all improvements required for the subsequent users to make use of the retention/detention pond.

Shared Storm Water Facility Agreement

3. That the subsequent owner or residents of the dwellings located on the subject Lots as of the date of the Agreement shall:

- a. Pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the detention pond and discharge structure. The respective shares shall be determined by dividing the amount of each expense by the number of users, it being understood that the supplying party and the supplied parties shall pay an equal portion of such necessary repair or replacement. Shared expenses include the cost of repairs and maintenance on said retention/detention pond and storm water discharge system.

4. That the cost of any removal or replacement of pre-existing site improvements on an individual Lot necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the detention pond or discharge system maintenance will be borne by the owner of the affected Lot, except cost to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged.

5. That each of the using parties hereby agrees that they will promptly repair, maintain and replace all storm water systems serving their respective dwellings at their own expense.

6. That the consent of all parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement, improvements, except in emergency situations. An arbitrator shall be chosen by the parties; shall be consulted in the event the parties cannot agree regarding the said expenditures; and the arbitrator's decision shall be definitive.

7. That is it the agreement of the parties hereto that the payment of maintenance cost shall be made not later than the 10th day in advance of each succeeding month, or quarterly in advance as the supplying party determines during the term of this Agreement. In the event that any such payment remains unpaid for a period of 20 days, the supplying party may terminate the conveyance of storm water to the supplied party until all arrearages in payment are received by the supplying party.

8. If agreed by both parties the requirement of dates and methods of payment can be modified as agreed between the users for convenience. However any one party can at any point in time require resumption of payment methods as described above.

9. Each party agrees to repair any major failures of the detention pond, or discharge structures, in a timely fashion. Should another have to do this for them during an extended absence, the affected party agrees to compensate the repairer in the next month's bill.

10. That it is the agreement of the parties that they shall permit a third party to cure a default of payment or other obligation and shall permit storm water detention service to be reinstated upon such curative action.

11. That each of the parties to this Agreement does hereby grant to the other, their heirs, successors and assigns, such easements over, across and through the respective Lots/Parcels as shall be

Shared Storm Water Facility Agreement

reasonably necessary for the construction of the detention pond and maintenance of discharge structures consistent with the purposes of the Agreement. These easements depicted on the subdivision plat.

12. That no party may install landscaping or improvements that will impair the use of said easements.

13. That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent Lot in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to convey and/or detain storm water.

14. Each of the parties agrees not to do anything that might contaminate or over strain the storm water detention system. Each of the parties agree to maintain development of their respective lots to less than or equal to 80% impervious surface in order to maintain manageable levels of run-off from each lot.

15. That in the event the referenced detention pond shall become no longer suitable for storm water detention, or shall no longer be of adequate size to detain acceptable run-off volumes for the needs of all relevant parties, or in the event that another alternative for storm water detention shall become available to the respective Lots, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.

16. That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Detention Pond Agreement have executed and filed a written statement of termination at the office of the Cascade County Clerk & Recorder, State of Montana. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the storm water detention pond or the easements. The terminated parties shall discontinue their respective storm water discharges to said detention pond and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of discontinuing discharge to the detention pond shall be borne by the owner of the pertinent parcel.

17. That the undersigned parties shall permit periodic inspection of the detention pond by a responsible authority at the request of an undersigned party, mortgagee or the United States of America, Rural Housing Services.

18. That the said detention pond and this Agreement, if amended, shall serve no more than the two described lots, notwithstanding the ability of the parties to make other amendments to this Agreement.

19. If any terms of this agreement, now or at this time in the future are not in compliance with USA Rural Housing Services because of regulation changes or otherwise, then it will be amended to comply and all parties agree to cooperate to carry out the terms as may be required, and is reasonably practicable.

20. That the parties may modify this Agreement in writing with a signed and recorded document. However, this Agreement may not be amended during the term of a Federally-insured (direct) or guaranteed mortgage on any property served, except as provided herein, for the purpose of adding to the prescribed number of parties.

Shared Storm Water Facility Agreement

21. That the term of this Agreement shall be perpetual; except as herein limited.

22. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

By: _____

Date: _____

By: _____

Date: _____

Shared Storm Water Facility Agreement

STATE OF MONTANA)
County of (_____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Nate Hoines, Owner, and known to me to be the person whose name is subscribed to the within instrument of behalf of Ranch Development LLC and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my notarial seal on the day and year first-above written.

Notary Public for the State of MONTANA
Printed Name _____
Residing at _____
My Commission expires _____

Condition 8

Attachment for Frontage Properties LLC Approach:

C007611N MP 3.2

1. This permit is for a 24' top with 15' radius approach for commercial use. Any further change of use will require a new approach permit.
2. Permittee or their contractors are required to locate and move or protect all utilities and encroachments currently buried on MDT right of way.
3. Permittee or their contractors are required to meet minimum signing and traffic control requirements while working on MDT right of way.
4. Permittee is responsible for any rocks, gravel, or dirt that is carried onto the roadway by this construction. Sweeping and cleaning will be done daily at the permittee's expense.
5. The top of the approach must be covered with $\frac{3}{4}$ inch crush material while on MDT right of way. All side slopes will be at a 6 to 1 slope, covered with dirt, and seeded with certified weed free seed. All disturbed right of way will be leveled and reseeded.
6. It is understood and agreed that the landing zone for this approach will slope away from the highway at 1% to 2% for a minimum of 25'.
7. The approach culvert must be a minimum of 18" Corrugated Metal or Poly Pipe and have an 8' RACET (Road Approach Culvert End Treatment) on both ends.
8. No equipment will be left on MDT right of way at anytime.
9. Contact MDT Superintendent Sam Wurz at 406-454-5891 if you have any questions regarding the construction.
10. For permit to be valid, all work must be completed, inspected, and signed within six months. Contact Sam Wurz for final inspection and approval signature.

C007611 MP 3.2



Montana Department of Transportation

PO Box 201001
Helena, MT 59620-1001

VISION ZERO

zero deaths
zero serious injuries

Memorandum

To: Harry Barnett, Great Falls Maintenance Chief

From: Jim Skinner – Chief
Policy, Program & Performance Analysis Bureau

Date: November 8, 2018

Subject: Frontage Properties, LLC. – X-07611 RP 3.32
Driveway Approach

The appropriate MDT staff has reviewed the Driveway Approach Application and Permit, Environmental Checklist, and supporting documentation for the encroachment into MDT right-of-way on Vaughn So Frontage Rd (X07611) at Reference Post (RP) 3.32 west of the I-15 Manchester - Exit 286.

Environmental Services has the following condition:

- Approval is contingent upon the applicant complying with all applicable environmental laws. The applicant is solely responsible for any environmental impacts incurred as a result of this project and is solely responsible for obtaining any necessary environmental permits, notifications, and/or any other necessary environmental clearances.

I have attached standard additional conditions you may include. I am returning the packet to you for the completion of the processing and issuance of the permit at your discretion.

If there are any questions concerning the attached conditions, please contact Jean Riley at 444-9456 or mail at jriley@mt.gov.

Attachment: Additional Conditions, Encroachment Application with attached information

Copies: Doug Wilmot, P.E. – Great Falls District Administrator
Steve Prinzing, P.E – Great Falls District Engineering Section Supervisor
Jean Riley, P.E. – Policy, Program & Performance Analysis Bureau
Mike Tierney – Policy, Program & Performance Analysis Bureau
File

**Frontage Properties, LLC
Vaughn So Frontage Road (X-07611) RP 3.32
Additional Conditions**

- If any aquatic resources such as streams, wetlands, canals, irrigation ditches, springs, etc. will be impacted as a result of this project, the appropriate water quality permits will need to be obtained from state, federal and/or local agencies.
- The applicant must obtain approvals from downstream landowners if their proposed actions impact downstream properties (easements, etc.) and provide documentation of appropriate coordination with affected landowners.
- Any damage done to MDT facilities or adjacent landowners as a result of the applicant's design or construction is the sole responsibility of the applicant and MDT will not be liable for damages.
- The permit, along with all conditions and restrictions, will be transferred to any subsequent parties. It is the responsibility of the applicant or their successor to notify MDT of any ownership changes within two weeks of the change.
- If any deviation(s) from the MDT-approved plans is determined necessary at the time of construction due to unforeseen obstacles, the deviation(s) must be approved by MDT in writing before installation begins.
- Any work performed before MDT review and approval that requires permitting is subject to removal by the applicant at their sole expense if MDT design standards and/or guidelines are not met.
- The applicant will submit a traffic control plan to the District office for approval before entering MDT right of way for construction.
- The applicant must coordinate their project with any MDT projects in the area.
- MDT design reviews are meant to ensure compatibility with existing facilities and design standards and guidelines. The applicant is responsible for all survey and plan errors and/or omissions that impact the constructability or intended design function of the project.
- The applicant must provide full time construction inspection and certification for any work done within MDT right-of-way. Upon completion of the project, or at any time upon request from MDT, the applicant must provide all construction inspection reports. The MDT District Office may assign staff to provide construction inspection oversight at their discretion.
- The applicant will provide "as-builts" to MDT Planning within 30 days after construction company, contractor, or work crew have demobilized from the work zone.



MDT-AIAI-006 11/13
Page 1 of 2

State of Montana
Montana Department of Transportation
Driveway Approach Application and Permit

2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001
Phone: (406) 444-7237
Fax (406) 444-0807
TTY: (406) 444-7696
www.mdt.mt.gov

To be filled in by Department of Transportation Personnel Print Form

F.A. Route No: RC00764LN Milepost: 3.2 Project: _____ Approach Station: _____

District: Great Falls County: Cascade Maint Section No: 3107

Drainage as determined by Department of Transportation

Type: metal or poly Size: 18" Length: as required

Sight Distance (feet): Right: 1500 Left: 1500

Approach Recommended by District Traffic Engineer or Traffic & Safety Bureau _____ Date _____

Approach Application Approved by District Administrator or Designee [Signature] Date 11-7-18

Access Control: Yes No

If Access Control is Yes: _____ Date _____

Approach Recommended by Access Manager, R/W Bureau _____

APPLICANT (PROPERTY OWNER)

Name: Frontage Properties, LLC Phone/Fax Number: 406-590-1732

Address: 190 Hwy 59 City: Ingulin State: MT Zip Code: 59487 E-mail: inguln@frontage.com

I, herein termed the applicant, requests permission to construct approach(es) described and shown on attached site plan or plan and profile and hereby made a part of this application

Use of Property or Facility: Storage unit

(Note: This section must be filled out, signed and attached in order for this application to be considered complete)

Location

City or Town: (If rural, direction & approx. distance from nearest city or town) 3 miles East of Ingulin

Street Name, if any: South Highway Rd

Roadway or Highway

Surfacing: Pavement Width: _____

Approach

Estimated number of trips per day: 25 Side of Roadway: South

Width: 4' x 1' Flare: 10' x 1'

Other Comments: Lot has 1500' of driveway. The lot is to be divided into two lots and the driveway is to be shared between the two lots.



State of Montana
Montana Department of Transportation
Driveway Approach Application and Permit

2701 Prospect Avenue
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(INSTRUCTIONS CONCERNING USE OF THIS FORM)

Applicant will complete and deliver this form in duplicate to the District Administrator serving the area in which the Approach Permit is requested. The District Administrator, in conjunction with the District Traffic Engineer, is delegated authority to approve curb cuts, public and private approaches serving businesses, residences and agricultural uses in rural or urban areas without further consultation if the traffic conditions are not congested. In congested areas, usually urban situations, the District Administrator and District Traffic Engineer can request the Traffic and Safety Engineer in Helena for additional technical assistance. If this is necessary, the approach should be scaled onto existing plan and profile sheets showing the highway right-of-way and sent to Helena.

- APPROACH PERMIT -

Subject to the following terms and conditions, the permit applied for upon the reverse side hereof, is hereby granted

- 1) TERM. This permit shall be in full force and effect from the date hereof until revoked as herein provided.
- 2) REVOCATION. This permit may be revoked by State upon giving thirty (30) days notice to Permittee by ordinary mail, directed to the address shown in the application hereto attached, but the State reserves the right to revoke this permit without giving said notice in the event Permittee breaks any of the conditions or terms set forth herein.
- 3) COMMENCEMENT OF WORK. No work shall be commenced until Permittee notifies the Department of Transportation when work is proposed to commence.
- 4) CHANGES IN HIGHWAY. If the State changes the highway, or there are other changes to adjoining streets, alleys, etc., which necessitate alterations in structures or installations installed under this permit, Permittee shall make the necessary alterations at Permittee's sole expense or in accordance with a separate agreement.
- 5) STATE SAVED HARMLESS FROM CLAIMS. In accepting this permit the Permittee, its/his successors or assigns, agree to protect the State and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used, or manner of installations, maintenance and operation, or by the improper occupancy of said highway right of way, and in case any suit or action is brought against the State and arising out of, or by reason of, any of the above causes, the Permittee, its/his successors or assigns, will upon notice to it/him of the commencement of such action, defend the same at its/his sole cost and expense and satisfy any judgment which may be rendered against the State in any such suit or action.
- 6) PROTECTION OF TRAFFIC. Submit a traffic control plan for review and approval prior to any work being performed in MDT Right-of-Way. Traffic control must meet current MUTCD and MDT standards and guidance. The approval shall in no way operate to relieve or discharge the Permittee from any of the obligations assumed by acceptance of this permit, and especially those set forth under Section 6 thereof.
- 7) HIGHWAY DRAINAGE. If the work done under this permit interferes in any way with the drainage of the State Highway affected, Permittee shall, at its/his own expense, make such provisions as the State may direct to take care of said drainage.
- 8) RUBBISH AND DEBRIS. Permittee is responsible for debris that is carried onto the roadway by this construction with sweeping and cleaning done daily at permittee's expense. Upon completion of work contemplated under this permit, all rubbish and debris shall be immediately removed and the roadway and the roadside left in a neat and presentable condition satisfactory to the State.
- 9) WORK TO BE SUPERVISED BY STATE. All work contemplated under this permit shall be done under the supervision of and to the satisfaction of the authorized representative of the State, and the State hereby reserves the right to order the change of location or removal of any structure or installation authorized by this permit at any time, said changes or removal to be made at the sole expense of the permittee.
- 10) STATE'S RIGHT NOT TO BE INTERFERED WITH. All such changes, reconstructing or relocation shall be done by Permittee, in such a manner as will cause the least interference with any of the State's work, and the State shall in no way be liable for any damage to the Permittee by reason of any such work by the State, its agents, contractors or representatives, or by the exercise of any rights by the State upon the highways by the installations or structures placed under this permit.
- 11) REMOVAL OF INSTALLATIONS OR STRUCTURES. Unless waived by the State, upon termination of this permit, the Permittee shall remove the installations or structures contemplated by this permit and restore the premises to the condition existing at the time of entering upon the same under this permit, reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control, excepted.
- 12) MAINTENANCE AT EXPENSE OF PERMITTEE. Permittee shall maintain, at its/his sole expense the installations and structures for which this permit is granted, in a condition satisfactory to the State.
- 13) STATE NOT LIABLE FOR DAMAGE TO INSTALLATIONS. In accepting this permit the Permittee agrees that any damage or injury done to said installations or structures by a contractor working for the State, or by any State employee engaged in construction, alteration, repair, maintenance or improvement of the State Highway, shall be at the sole expense of the Permittee.
- 14) STATE TO BE REIMBURSED FOR REPAIRING ROADWAY. Upon being billed therefor Permittee agrees to promptly reimburse State for any expense incurred in repairing surface or roadway due to settlement at installation or for any other damage to roadway as a result of the work performed under this permit.
- 15) OTHER CONDITIONS AND/OR REMARKS
 - a. All approach side slopes will preferably be constructed on 10 to 1 slope but not less than 6 to 1 slope, unless otherwise approved
 - b. No private signs or devices etc., will be constructed or installed within the highway right-of-way limits
 - c. This permit is valid only if approach construction is completed within specified months from date of issue _____ Months
 - d. Prior to starting work, for construction inspection and approval of completed approach contact _____
 - e. See attached addendum

Dated at: [] Agreement Date []

The undersigned, the "Permittee" mentioned in the aforesaid instrument, hereby accepts this permit together with all of the terms and conditions set forth therein.

Signed by Permittee _____

To be filled in by Department of Transportation Personnel

Completed Approach Inspection By _____	Date _____
Title _____	



MDT-ENV-008 04/17
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Montana Department of Transportation Environmental Checklist

2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001
Phone: (406) 444-7228
Fax (406) 444-7245
TTY: (406) 444-7696
www.mdt.mt.gov

(For MDT Use Only)

Date: 8/31/18 Choose type of Environmental Checklist: Highway Project

Location

Highway or Route: Loop South Exchange Dr Milepost(s): 3 + 4

Physical Address: 350 Loop South Exchange Dr City: Great Falls

Legal Description: WIN ROOF IN MOUNTAIN County: Cascade

Township: N2 Range: 2E Section(s): 67

Applicant Information:

Name: Phillips Fuel Title: Manager

Company/Utility: Phillips 66

Mailing Address: 2400 49th Phone: 406-590-1137

City: Bozeman State: MT Zip: 59451 Business Phone: 406-590-1737

Montana Environmental Checklist Help Guide (click button to view) [Guide](#)

Impact Questions

Actions that qualify for Categorical Exclusion under MEPA and/or NEPA (See ARM 18.2.261 and 23 CFR 771.117) (See ARM 18.2.261 and 23 CFR 771.117)

Comment, Expl, and/or Information Source (Attach supporting information, as necessary.)

- 1 Will the proposed action impact any known historical or archaeological site(s)? Yes No
- 2 Will the proposed action impact any publicly owned parkland(s), recreation area(s), wildlife or waterfowl refuge(s)? Yes No
- 3 Will the proposed action impact prime farmlands? (If yes, attach a completed Farmland Conversion Impact Rating Ad-1006.) Yes No
- 4 a. Will the proposed action have an impact on the human environment that may result from relocations of persons or businesses, changes in traffic patterns, changes in grade, or other types of changes? Yes No
- 4 b. Has the proposed action received any preliminary or final approval from the local land use authority? Yes No
- 5 For the proposed action, is there documented controversy on environmental grounds? (For example, has the applicant received a letter of petition from an environmental organization?) Yes No
- 6 Will the proposed action require work in, across or adjacent to a listed or proposed Wild or Scenic River? Yes No
- 7 Will the proposed action require work in a Class I Air Shed or nonattainment area? Yes No
- 8 Will the proposed action impact air quality or increase noise, even temporarily? Yes No
- 9 a. Is the proposed action located within an MS4 Area? Yes No
- 9 b. Will the proposed action have potential to affect water quality wetlands, streams or other water bodies? If YES, an environment-related permit or authorization may be required. Yes No
- 10 Are solid or hazardous wastes or petroleum products likely to be encountered? (For example, project occurs in or adjacent to Superfund sites, known spill areas, underground tanks, or abandoned mines.) Yes No
- 11 a. Are there any listed or candidate threatened or endangered species, or critical habitat in the vicinity of the proposed action? Yes No
- 11 b. Will the proposed action adversely affect listed or candidate threatened or endangered species, or adversely modify critical habitat? Yes No
- 12 Will the proposed action require an environmental-related permit or authorization? If the answer is "yes," please list the specific permits or authorizations. Yes No
- 13 Is the proposed action within designated sage grouse habitat (https://sagegrouse.mt.gov/projects). (If yes, a consultation letter issued from the Montana Sage Grouse Habitat Conservation Program is required.) Yes No
- 14 a. Is the proposed action on or within approximately 1 mile of an Indian Reservation? Yes No
- 14 b. If "Yes", will a Tribal Water Permit be required? Yes No N/A
- 15 Will the proposed action result in increased traffic volumes, increased wait or delays on state highways, or have adverse impacts on other forms of transportation (rail, transit or air movements)? Yes No



MDT-ENV-006 04/17

Page 2 of 2

Montana Department of Transportation Environmental Checklist

2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001
Phone: (406) 444-7228
Fax: (406) 444-7245
TTY: (406) 444-7696
www.mdt.mt.gov

16 Is the proposed action part of a project that may require other governmental permits, licenses or easements? If "Yes", describe the full extent of the project and any other permits, licenses or easements that may be necessary for the applicant to acquire Yes No

- 17 Attach a brief description of the work to be performed, including any subsurface work. Description Attached
- 18 Attach representative photos of the site(s) where the proposed action would be implemented. Photos are to include any structures, streams, irrigation canals, and/or potential wetlands in the project area. Photos Attached
- 19 Attach map(s) showing the location(s) of the proposed action(s), Section, Township, Range, highway or route number and approximate route post(s). Maps Attached

Checklist preparer:

Ally B. Bixby

Title:

Environmental Engineer

[Signature]
Signature

Date

8/1/18

Reviewed for completeness by:

[Signature]
MDT District Representative

Mont Chief
Title

11/9/18
Date

Checklist Approved by:

[Signature]
Environmental Services Bureau
(When any of the items 1 through 16 are checked "Yes")

Resource Development Engineer
Title

11/7/18
Date

Transportation Planning

(When any of the items 15 or 16 are checked "Yes")

Title

Date

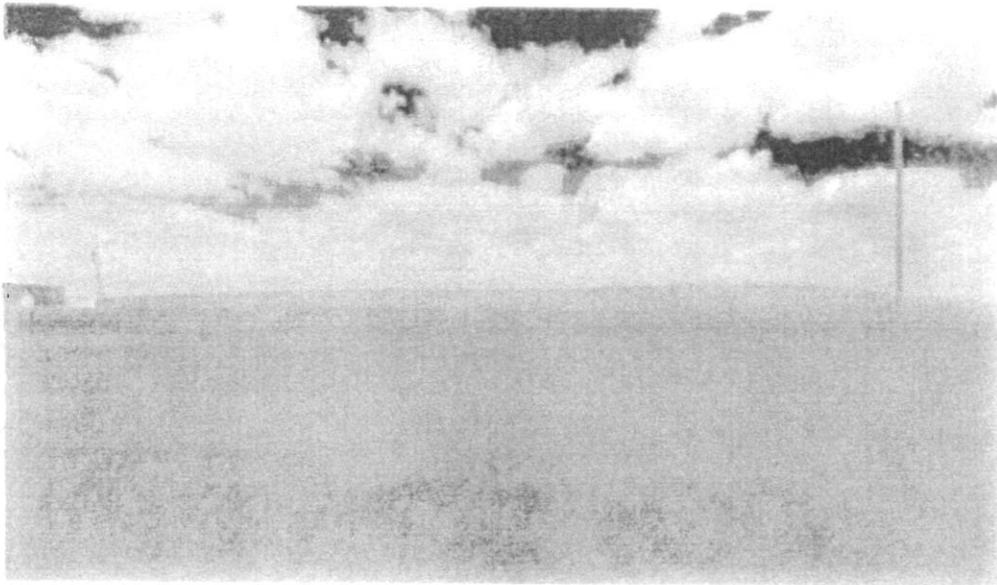
Checklist Conditions and Required Approvals

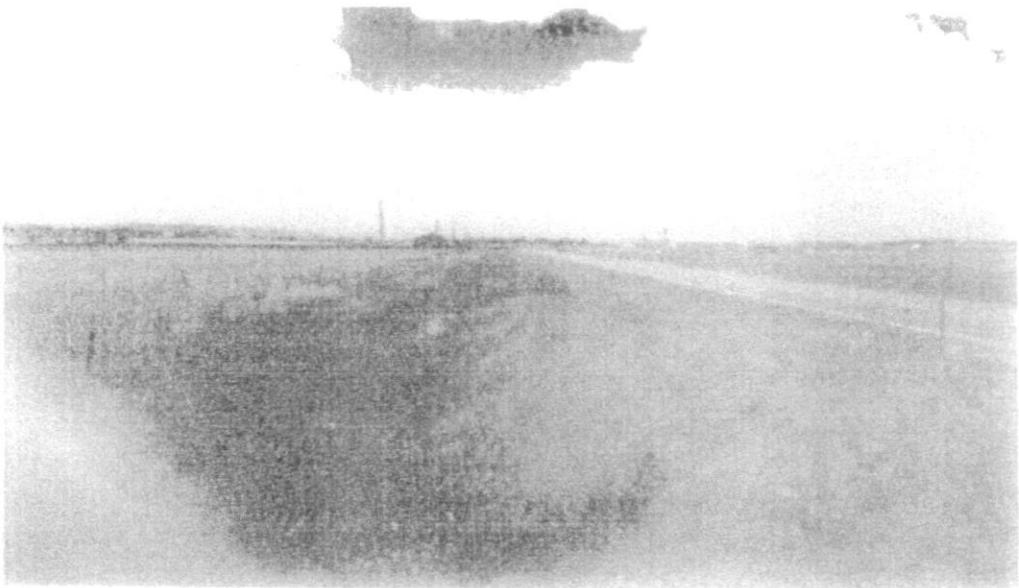
- A. The applicant is not authorized to proceed with the proposed work until the checklist has been reviewed and approved, as necessary, and any requested conditions of approval have been incorporated.
- B. Complete the checklist items 1 through 16, indicating "Yes" or "No" for each item. Include comments, explanations, information sources, and a description of the magnitude/importance of potential impacts in the right hand column. Attach additional and supporting information as needed. Ensure that information required for items 17, 18, and 19, is attached. The checklist preparer, by signing, certifies the accuracy of the information provided.
- C. If "Yes" is indicated on any of the items, the Applicant must explain the impacts as applicable. Appropriate mitigation measures that will be taken to avoid, minimize, and/or mitigate adverse impacts must also be described. Any proposed mitigation measures will become a condition of approval. Use attachments if necessary. If the applicant checks "No" and the District concludes there may in fact be potential impacts, the Environmental Checklist must be forwarded to Transportation Planning for review and approval.
- D. If "Yes" is indicated in item 11 a. (threatened or endangered species), the Applicant should provide information naming the particular species and the expected location, distribution and habitat use in the proposed action area, i.e. within the immediate area of the proposed action; or, in the general area on occasion (seasonally passes through) but does not nest, den or occupy the area for more than a few days.
- E. If the applicant checks "Yes" for any item, the approach permit, occupancy agreement or permit, along with the checklist and supporting information, including the Applicant's mitigation proposal documentation, evaluation and/or permits must be submitted to Transportation Planning. Electronic format is preferred.
- F. When the applicant checks "Yes" to any item, the Applicant cannot be authorized to proceed with the proposed work until the MDT Environmental Services Bureau and/or Transportation Planning, as appropriate, reviews the information and signs the checklist.
- G. Applicant must obtain all necessary permits or authorizations from other entities with jurisdiction prior to beginning the proposed action or activity. The Applicant is solely responsible for any environmental impacts incurred as a result of the project, obtaining any necessary environmental permits, notifications and/or clearances; and ensuring compliance with environmental laws and regulations.

352 Vaughn South Frontage Road

Approach building material

1. 12" culvert in road ditch.
2. Compacted pit run material for approach base
3. Top coat of asphalt pavement from Frontage road to property line





Riley, Jean

From: Tierney, Michael
Sent: Tuesday, October 9, 2018 10:57 AM
To: Riley, Jean
Subject: FW: Approach permit Vaughn Frtg Road.
Attachments: Mydocument.pdf; Mydocument.pdf

Categories: Needs to be sent out

Jean -- Please coordinate the review for this development. Thanks,

Mike

From: Barnett, Harry
Sent: Tuesday, October 9, 2018 9:50 AM
To: Marcoux, Kurt <kmarcoux@mt.gov>; Tierney, Michael <mtierney@mt.gov>
Subject: Approach permit Vaughn Frtg Road.

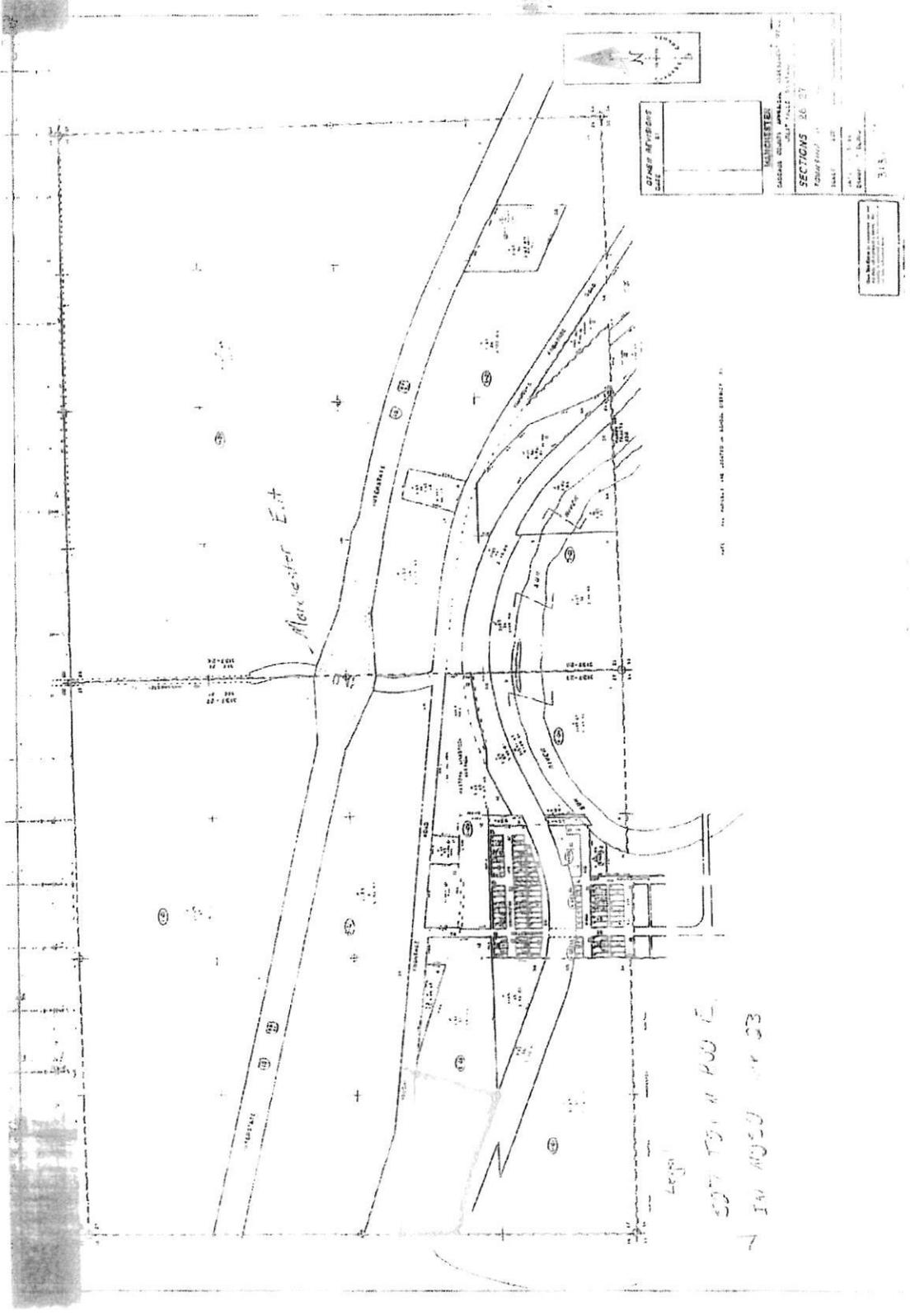
Good morning Kurt,

Can you please take a look at this and see if you think there could be concerns with the drainage back on to MDT. It is proposed as a storage unit development. Steve Prinzing looked it over and his only concern for the approach permit is the hydraulics issues if it is paved.

Mike, it has good visibility and we have no other concerns. Please let me know if you have any concerns.

Thanks,

*Harry Barnett
Great Falls Maintenance Chief
Montana Department of Transportation
Office 406-454-5889
Cell 406-231-1373
hbarnett@mt.gov*



DATE REVISIONS
 1. 10/1/50
 2. 10/1/50
 3. 10/1/50
 4. 10/1/50
 5. 10/1/50
 6. 10/1/50
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SECTION 26 27
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 6. 10/1/50
 7. 10/1/50
 8. 10/1/50
 9. 10/1/50
 10. 10/1/50

4-10-50
 507 TO H PW E.
 IN MUSEUM 10-23

August 25, 2020

AGENDA # 3

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM **Building for Lease or Rent Application for Great Falls Storage, 388 Vaughn South Frontage Rd, Great Falls, MT 59404**

PRESENTED BY **Sandor Hopkins, Planner**

GENERAL INFORMATION:

APPLICANT: MQS, Inc.

PROPERTY LOCATION: Addressed as: 388 Vaughn South Frontage Rd, legally described as Tract 1A, Certificate of Survey 4969, Section 27, Township 21N, Range 2E, Parcel # 0003039500

EXISTING ZONING: Commercial (C)

SURROUNDING USES: North – Vaughn South Frontage Road, Light Industrial (I-1), Vacant
East – Commercial (C) Western Livestock LLC
South – Commercial (C) Western Livestock LLC
West – Commercial (C) Western Livestock LLC

PURPOSE: Construction of 3 mini-storage buildings containing 48 mini-storage units.

REQUESTED ACTION: Review and approval of Buildings for Lease or Rent Application

BACKGROUND:

The 2013 Montana Legislative Session passed Senate Bill 324 to regulate Buildings for Lease or Rent (BLR). Some of Montana's counties felt developers and landowners were attempting to skirt subdivision regulations when they developed projects meant for leasing or renting buildings. BLR Regulations are an attempt to ensure all of Montana's counties regulate these buildings. Cascade County established their own set of BLR Regulations on November 12, 2013 with Resolution No 13-93, passed with a unanimous supermajority by the Board of Commissioners.

The Applicant has proposed adding three (3) storage buildings, to add a total of 48 mini-storage

units on the subject property. The property currently hosts MQS's local office and sales center, which was permitted in 2014.

The first thirty (30) or fewer buildings for lease or rent that are not or will not be served by water or wastewater facilities, or the first five (5) or fewer buildings for lease or rent that are or will be served by water and wastewater facilities proposed on a single tract of record may be allowed through a Location/Conformance Permit. However, "[a]ll other buildings for lease or rent on a single tract of record require review and approval by the governing body, pursuant to the provisions in Section 6" of the Cascade County Buildings for Lease or Rent Regulations.

FACTS:

1. The proposed development will have three (3) 24' x 80' x 8' storage buildings. Building diagrams show 16 units per each building, for a total of 48 units.
2. The proposed development will not require water, wastewater, or solid waste improvements. The existing office building includes an underground water storage cistern and a septic tank and drainfield for wastewater treatment and disposal. The existing Certificate of Subdivision Approval (E.S. #7-91-S16-5000) includes stormwater approval for a single commercial structure.
3. The proposed storage units will receive law enforcement services from the Cascade County Sheriff's Office, fire protection services from the Vaughn Volunteer Fire Department, and ambulance services from East Valley Quick Response Unit, response time will be dictated by weather and road conditions.
4. The proposed development will be accessed by an existing approach from the Montana Department of Transportation controlled Vaughn South Frontage Road, no new access will be required.
5. The property is not located in the Regulated Flood Hazard Area.
6. The Applicant has proposed street-frontage landscaping in accordance with Option 4 of § 8.18.2.1.

FINDINGS:

1. The proposed buildings for lease or rent, as submitted or conditioned, complies with the BLR Regulations and other regulations applicable to the property, and avoids or minimizes potential significant impacts on the physical environment and human population in the area affected by the buildings for lease or rent.
2. No water, wastewater, and solid waste facilities are needed or will be utilized to serve the new buildings. An updated Certificate of Subdivision Approval addressing stormwater concerns will be required due to the additional impervious area being added with 3 storage units and the surface improvements around them.
3. There is adequate access to the site to serve the building for lease or rent.
4. There is adequate emergency medical, fire protection, and law enforcement services available to serve the building for lease or rent.

Contract # 20-132

5. The buildings for lease or rent comply with any applicable Floodplain Regulations.
6. The proposal will be in compliance with the Landscaping requirements of § 18 of the Cascade County Zoning Regulations.

CONCLUSION:

The BLR Application meets the requirements of Cascade County Zoning, and BLR Regulations.

RECOMMENDATIONS:

Two motions are provided for your consideration:

I move the Cascade County Board of Commission, after consideration of the Staff Report, **deny** the proposed development to construct three (3) storage buildings containing 48 mini-storage units on Tract 1A of Certificate of Survey 4969;

or

I move the Cascade County Board of Commission **adopt** the Staff Report and **approve** the proposed development to construct three (3) storage buildings containing 48 mini-storage units on Tract 1A of Certificate of Survey 4969 subject to the following conditions:

1. The Applicant must obtain Location/Conformance Permit for the proposed development; and
2. The Applicant must obtain any other required Federal, State and/or County permits and comply with the respective laws, rules, regulations, and ordinances; and
3. Storage of flammable or explosive liquids, solids, or gases shall not be permitted; and
4. Landscaping is completed in accordance with § 8.18 of the Cascade County Zoning Regulations; and
5. The principal use of a rented or leased space shall be restricted to storage and shall not include processing, refining, transfer or distribution of any commercial material or product; and
6. The Applicant obtains a Certificate of Subdivision Approval from the Montana Department of Environmental Quality to address stormwater concerns.

Attachments: BLR Application
Maps: Zoning, Vicinity, and National Flood Hazard Layer FIRMette
Commissioner's Approval Form

cc: MQS, Inc.; Cascade County Attorney's Office



Buildings for Lease or Rent Application

Cascade County Public Works Department
Planning Division
121 4th St No, STE 2H/I, Great Falls MT 59401
Phone: 406-454-6905 Fax: 406-454-6919

\$400.00 Non Refundable Application Fee Required

Payment: Check (#) 3099 Cash

OFFICE USE ONLY

Date Application Received: 7/8/2020

Type of Development: Storage Buildings

RECEIVED JUL 08 2020

Name of Owner/Applicant: MQS, INC. Phone: (406) 642-9600

Mailing Address: 3253 US Hwy 93 N City: Stevensville State: MT Zip: 59870

Proposed Development: Three - 24' X 80' X 8' Post Frame Storage Buildings

Legal Description: _____ ¼ _____ ¼ of Section _____ Township _____ Range _____

Geo-Code: _____ Parcel: See attached

1. Application Requirements:

- A. A copy of the deed or other legal description of the real property.
- B. Evidence of the landowner's title and interest in the land for which the application is being made.
- C. A site plan showing:
 - i. North arrow and scale bar (minimum scale of 1:20);
 - ii. Property boundaries;
 - iii. Existing and proposed onsite and adjacent offsite streets, roads, and easements that will serve the proposal;
 - iv. Existing and proposed access to the subject property;
 - v. Pertinent geographic features of the subject property, including any significant topographical features and designated floodplain;
 - vi. Location of existing and proposed water, wastewater and solid waste facilities serving the subject property;
 - vii. The location of existing and proposed buildings or structures on the subject property.

- D. A detailed narrative of existing and proposed buildings and their location on the subject property, including the uses proposed for each and the approximate floor area and ground coverage of each building.
- E. A detailed narrative of the proposed water, wastewater, and solid waste disposal facilities intended to serve the buildings for lease or rent.
- F. A detailed narrative of the emergency medical, fire, and law enforcement services proposed to serve the buildings for lease or rent.
- G. A detailed narrative describing the existing and proposed access to and from the site, as well as the onsite circulation providing access to the existing and proposed buildings for lease or rent.
- H. A detailed narrative assessing the potential significant impacts on the surrounding physical environment or human population as a result of the proposed building for lease or rent, including a description of any proposed mitigation measures to avoid or minimize impacts anticipated.

2. Review Process

- A. Upon receipt of an application along with all applicable fees, the administrator shall, within ten (10) working days, determine whether the application is complete and notify the applicant in writing.
- B. If the application is incomplete, the administrator shall identify, in writing, any missing materials or insufficient information necessary to conduct the required review.
- C. If the application is complete, the administrator shall complete review of the application and the governing body shall approve, conditionally approve, or deny the application within sixty (60) working days. The timeframe may be extended upon mutual agreement, in writing, by the applicant and the governing body. Review and approval, conditional approval, or denial of an application for the creation of buildings for lease or rent pursuant to this section must be based upon the regulations in effect at the time an application is determined to be complete.
- D. The governing body shall provide written notification to the landowner of the approval, conditional approval, or denial of the application within 60 working days after determining the application was complete.

Please note that all projects that disturb an acre or more are required to obtain a General Discharge Permit for Stormwater Associated with Construction Activities from the Department of Environmental Quality.

ATTEST: I hereby certify that the information given herein is true and correct to the best of my knowledge. There are no restrictions placed upon my property which would prohibit the issuance of this permit. If there are any restrictions, then this permit shall become null and void. I hereby grant permission to any Cascade County Official to enter my property to inspect for compliance with the County Zoning Regulations in relation to this application.

Applicant Signature: MS [Signature] Date: 7-6-20
 Signature of Owner / Printed Name: Mark Stoltzfus Date: 7-6-20

The application must be signed by the owner of the land proposed for lease or rent.

Great Falls Storage

24x80x8 Post Frame Building

Building Colors: ProTech Steel

Siding: Stone

Trim: Hi-Gloss Red

Roof: Hi-Gloss Red

Doors: White

Misc. Details:

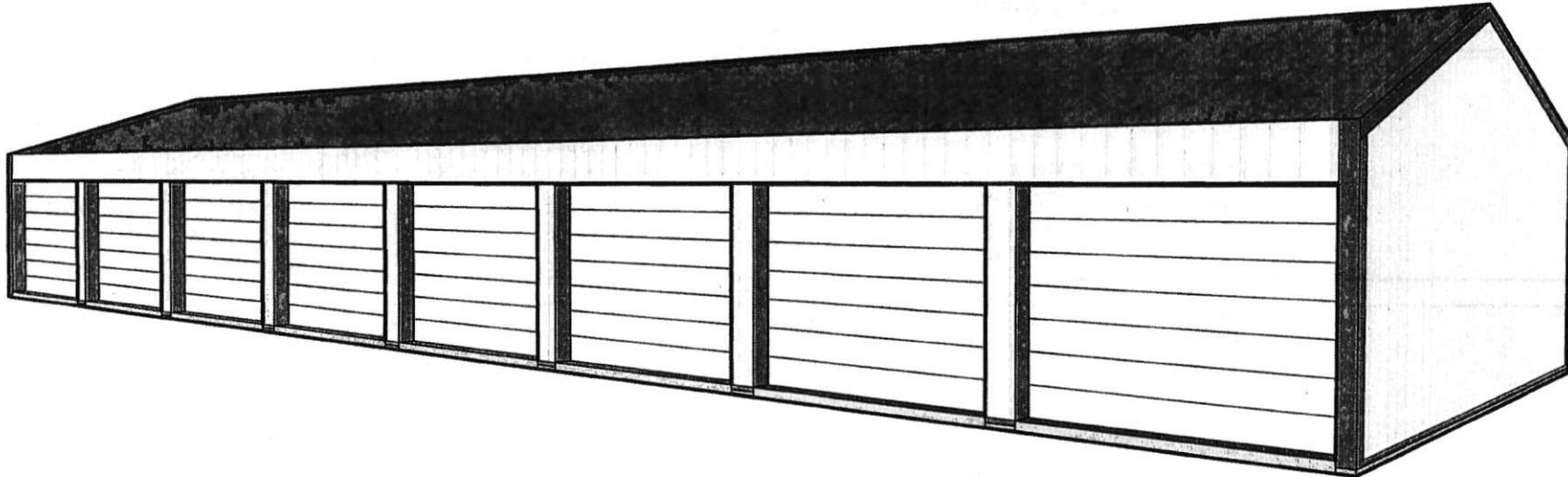
Microfoil Ins. on Roof.

Flush Eaves.

Guttering.

4" Concrete.

Snow Break.



Cover Sheet

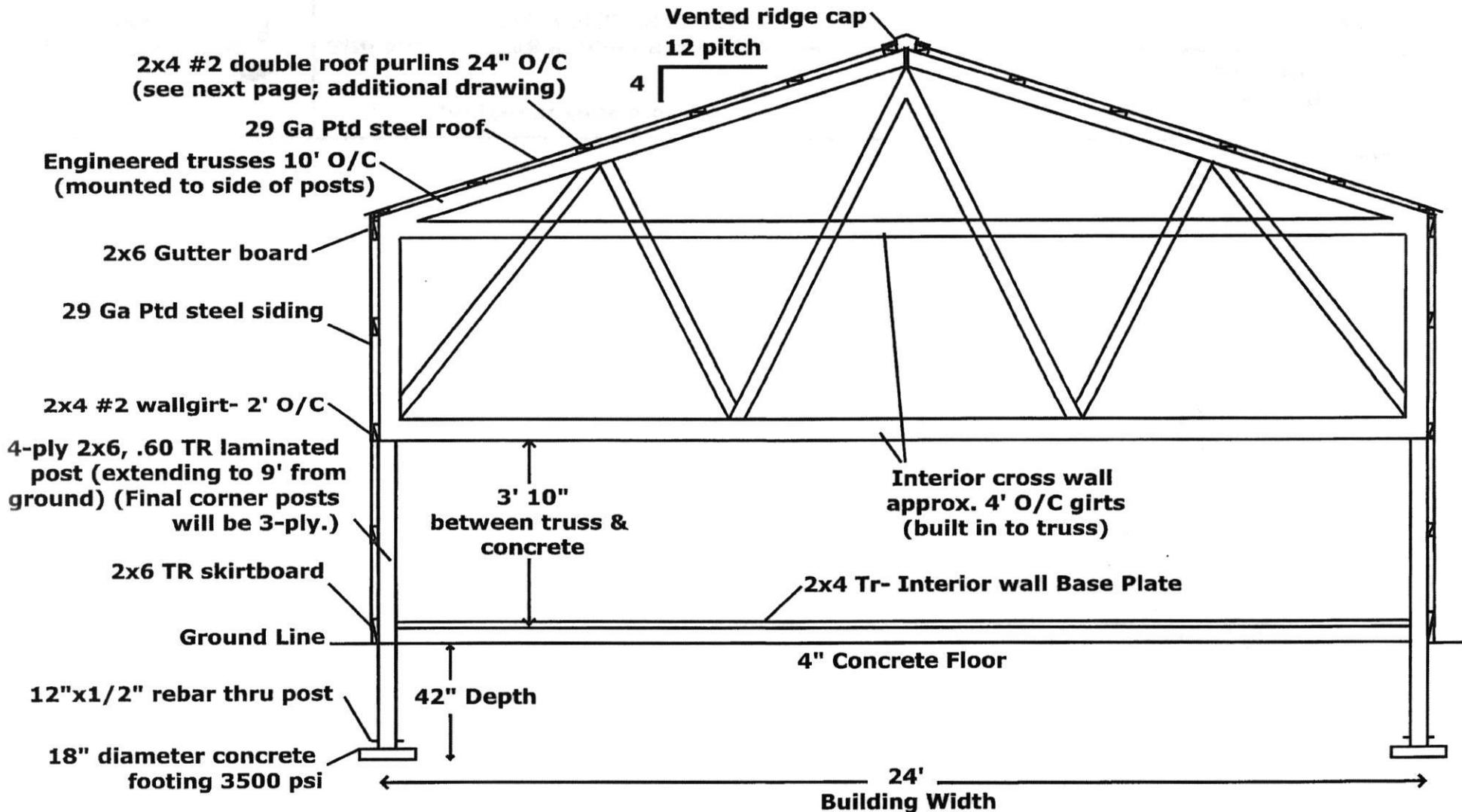
No Scale



Job Name: Great Falls Storage

Site Address: 388 Vaughn S. Frontage Rd.
Great Falls, MT 59404

MQS, INC.
3253 Hwy. 93
Stevensville Mt 59870
855-677-2276



Typical Wall Section

Typical Framing View

No Scale



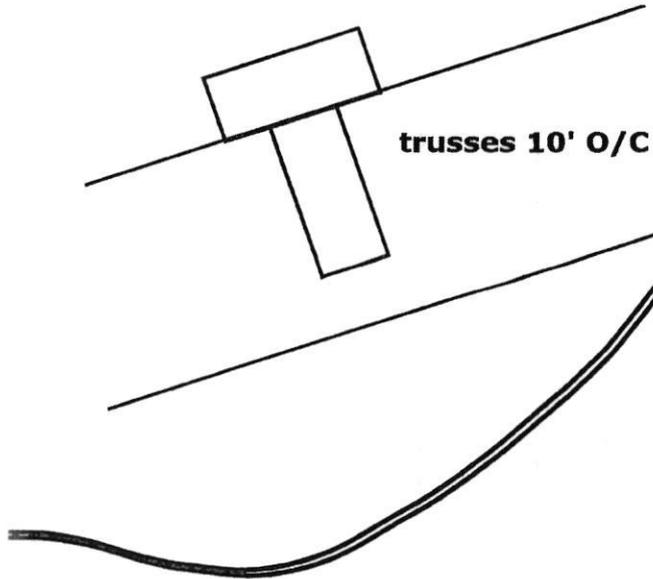
Job Name: Great Falls Storage

Site Address: 388 Vaughn S. Frontage Rd.
Great Falls, MT 59404

MQS, INC.
3253 Hwy. 93
Stevensville Mt 59870
855-677-2276

Purlin design

Double 2x4: bottom purlin hangered in between 10" O/C trusses with top purlin running over top of lower purlin and trusses.



trusses 10' O/C

Interior Center Divider Wall design

2x4 Girt Receiver Boards- 1 on each side of each 12' Bay.

29 Ga. Steel Liner Panel

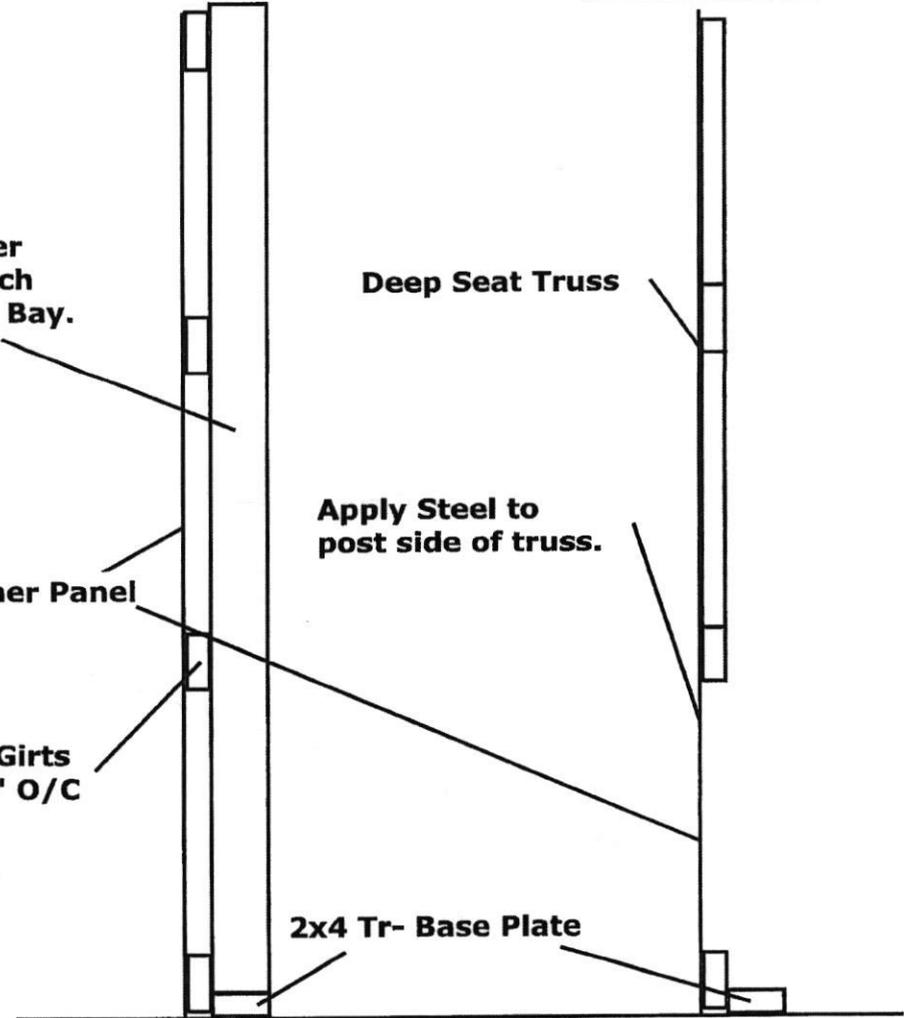
2x4 Girts
Approx. 4' O/C

2x4 Tr- Base Plate

Interior 10' Divider Wall design

Deep Seat Truss

Apply Steel to post side of truss.



Additional Framing Details

No Scale



Job Name: Great Falls Storage

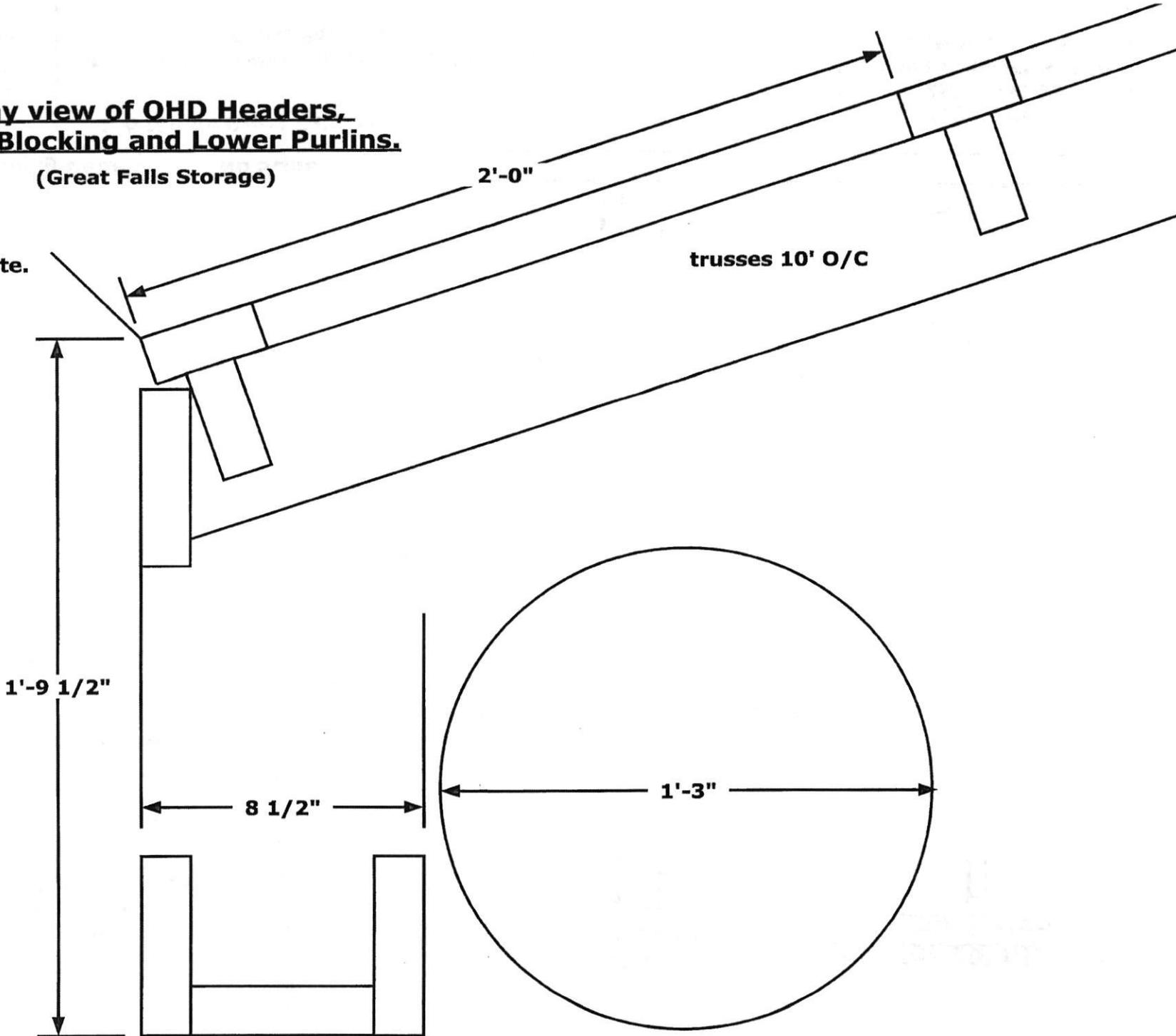
Site Address: 388 Vaughn S. Frontage Rd.
Great Falls, MT 59404

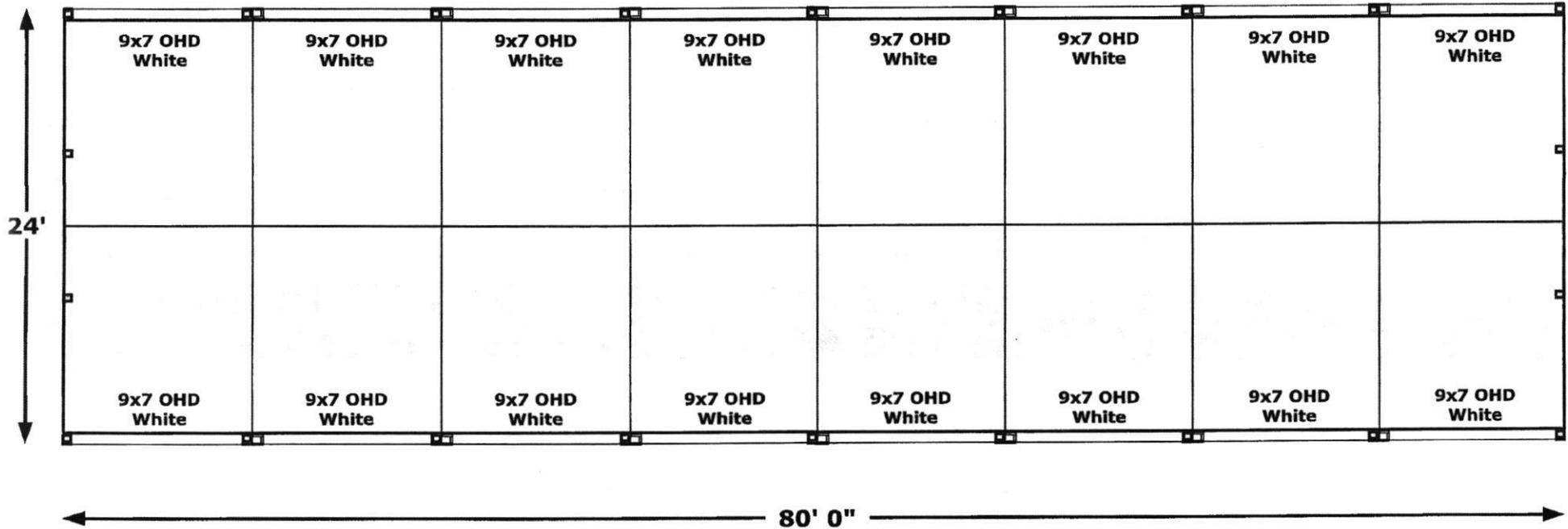
MQS, INC.
3253 Hwy. 93
Stevensville Mt 59870
855-677-2276

**Cutaway view of OHD Headers,
Gutter Blocking and Lower Purlins.**

(Great Falls Storage)

**About 8' 9"
above concrete.**





Floor Plan

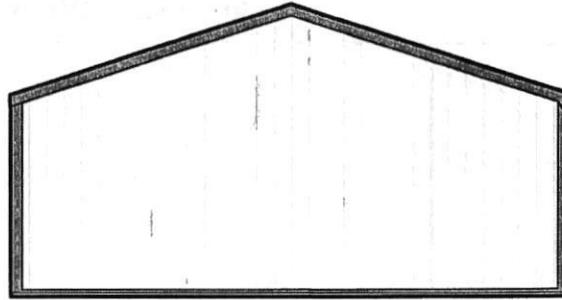
1/8"=1' Scale



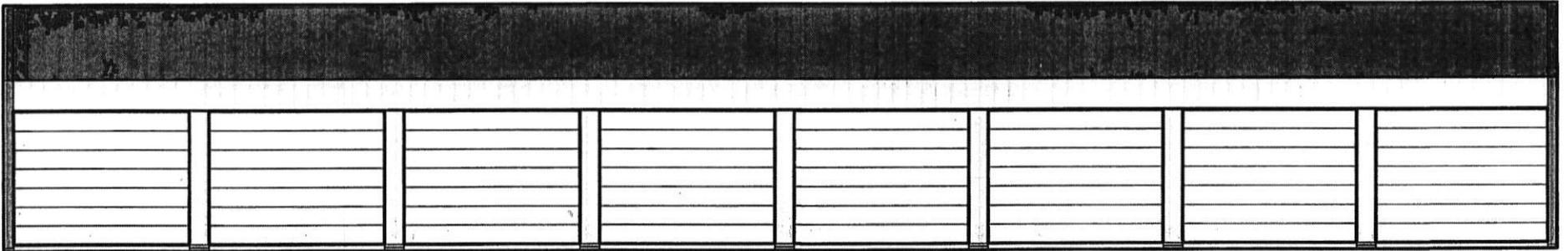
Job Name: Great Falls Storage

**Site Address: 388 Vaughn S. Frontage Rd.
Great Falls, MT 59404**

**MQS, INC.
3253 Hwy. 93
Stevensville Mt 59870
855-677-2276**



← 24' 0" →



← 80' 0" →

Elevation Views

1/8"=1' Scale



Job Name: Great Falls Storage

**Site Address: 388 Vaughn S. Frontage Rd.
Great Falls, MT 59404**

**MQS, INC.
3253 Hwy. 93
Stevensville Mt 59870
855-677-2276**

CERTIFICATE OF SURVEY

A TRACT OF LAND IN THE NW¹/₄ SE¹/₄, SECTION 27, T21N, R2E, PMM, CASCADE COUNTY, MONTANA

DESCRIPTION

The purpose of this survey is to create two tracts of land in the NW¹/₄ SE¹/₄, Section 27, T21N, R2E, P.M.M., Cascade County, Montana.

TRACT 1: A tract of land in the NW¹/₄ SE¹/₄, Section 27, T21N, R2E, P.M.M., Cascade County, Montana, more fully described as follows:

beginning at the southeast corner of the NW¹/₄ SE¹/₄, Section 27, T21N, R2E, P.M.M., Cascade County, Montana, more fully described as follows: 200.0 feet to the true point of beginning; thence N87°52'W, 242.7 feet; thence N 0°53'W, 283.7 feet to the mouth right of way line of the old State Highway; thence S84°21'E, 274.5 feet along said right of way line; thence S 5°39'W, 287.0 feet to the true point of beginning, containing 1.63 acres.

TRACT 2: A tract of land in the NW¹/₄ SE¹/₄, Section 27, T21N, R2E, P.M.M., Cascade County, Montana, more fully described as follows:

beginning at the southeast corner of the NW¹/₄ SE¹/₄, Section 27, T21N, R2E, P.M.M., Cascade County, Montana, more fully described as follows: 200.0 feet to the true point of beginning; thence N87°52'W, 443.0 feet to the true point of beginning; thence N87°52'W, 610.0 feet to the east right of way line of a County Road; thence N 0°16'W, 371.0 feet along said right of way line to the mouth right of way line of the old State Highway; thence S84°21'E, 618.5 feet along said right of way line; thence S 5°39'W, 287.0 feet to the true point of beginning, containing 4.22 acres.

CERTIFICATION OF OWNERS

We hereby certify that the purpose for this division of land is to transfer ownership of the parcel created as an occasional sale; furthermore, we certify that we are entitled to use this exemption in that we are in compliance with all conditions imposed on the use of this exemption; therefore, we hereby certify that this survey was made in accordance with the provisions of M.C.A. 76-3-207(1)(b), M.C.A.

Dated this 14th day of February, 1991.

WESTERN LIVESTOCK AUCTION, INC.

By: Lynn Davis, President

STATE OF MONTANA) SS

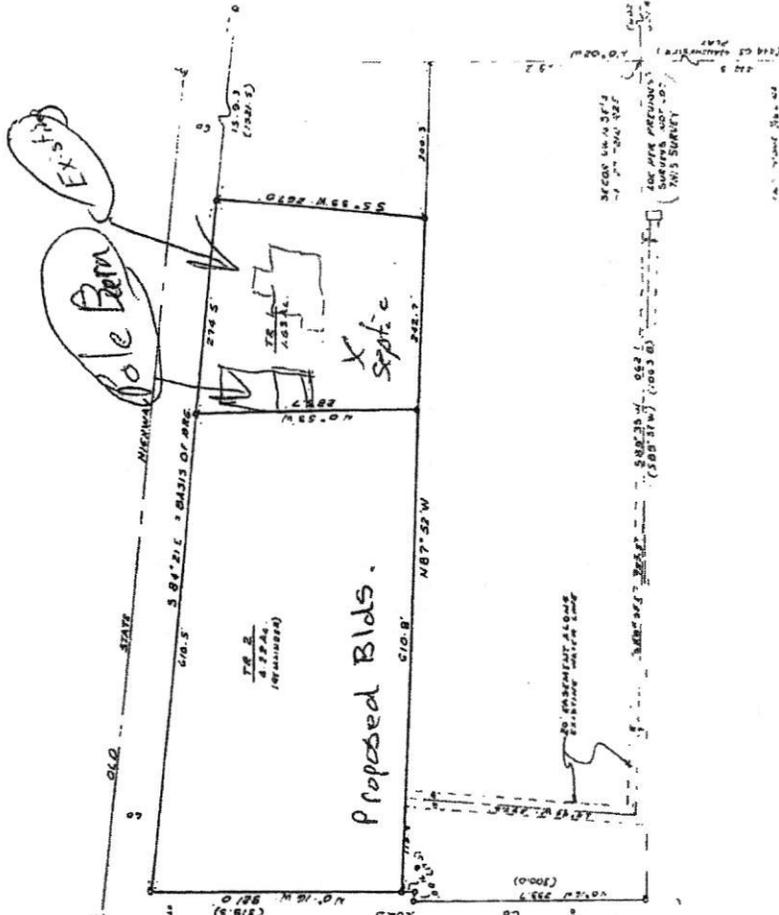
County of Cascade)

On this 14th day of February, 1991, before me, a Notary Public for the State of Montana, known to me to be the President Lynn Davis of Western Livestock Auction, Inc., a Montana Corporation, and acknowledged to me that he executed the foregoing Certificate of Owners.

Lynn Davis, President
Notary Public, State of Montana
Residing at 1400 1/2 Ave. S
By Commission Expires: 12-31-93

Lynn Davis, President
Notary Public, State of Montana
Residing at 1400 1/2 Ave. S
By Commission Expires: 12-31-93

4/7/91 By Jim Lambert



STATE OF MONTANA)
County of Cascade)
I hereby certify that the above is a true and correct copy of the original as filed in my office on JUL 17 1991
at 11:35 AM in BOZEMAN
BY JIM LAMBERT
Notary Public

APPROVED BY HEALTH DEPT.
JAN 17 1991
See Laws Mont. Title No. 76-11

• 1" = 100'
• 1/4" = 25'
• 1/8" = 12.5'
• 1/16" = 6.25'
• 1/32" = 3.125'
• 1/64" = 1.5625'
• 1/128" = 0.78125'
• 1/256" = 0.390625'

3451/3 OF BEARING: SURVEY RECORDED W/140
REEL 92, DOC 1462

DATE OF SURVEY: 1991 FEB 14

C 5 2590

CERTIFICATE OF SURVEY AD

Survey No. 533
Book 1
Page 1
Scale 1" = 100'

Turnbull Engineering, Inc.
1111 Grand Park Mall, Helena, MT 59601

DIVISION OF LAND SURVEY

Buyer Address MQS ; 3253 US Hwy 93 North ; Stevensville, MT 59870

AND WHEN RECORDED MAIL TO:

WARRANTY DEED

FOR VALUE RECEIVED,

Kevin Birky hereinafter called Grantor(s), do(es) hereby grant, bargain, sell and convey unto (MQS Inc) Montana Quality Structures Inc

whose address is: MQS 3253 US Hwy 93 North Stevensville, MT 59870

Hereinafter called the Grantee, the following described premises situated in Cascade County, Montana, to-wit: NW 1/4 SE 1/4, Section 27 Township 21 North, Range 2 E, MPM, Cascade Co, Montana. More Fully described see attached document 1&B.

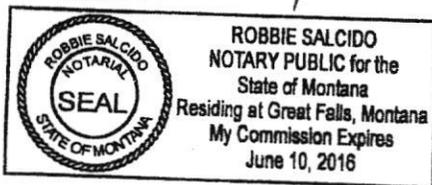
SUBJECT TO covenants, conditions, restrictions, provisions, easements and encumbrances apparent or of record.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantees and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: 01-09-15 [Signature]

STATE OF MONTANA } COUNTY OF Cascade } ss.

This instrument was acknowledged before me on January 9, 2015 by Kevin Birky



[Signature] Robbie Salcido Signature of Notarial Officer Notary Public for the State of Montana Residing at: Great Falls Commission Expires: 06-10-2016

R0300828 WD

Total Pages: 1 R 7.00 By: tmarch 01/09/2015 02:43:08 PM Cascade County, Rina Ft Moore - Clerk & Recorder



Response to Items D- H

- D. Current Building: Commercial Office Space and storage for MQS, Inc. Sales Office. Current building square footage is 3120 square feet. Proposed buildings will be three 24 X 80 X 8 Storage building for lease to the public. The new storage buildings are to be located on current tract next to the office space as shown on the updated site plan.
- E. There will not be any additional water or wastewater needed for the new storage buildings.
- F. No additional Emergency medical, fire and law enforcement services will be required to serve the proposed new storage buildings.
- G. No additional access to and from the site will be required. Current access to existing building will be used for the new proposed buildings.
- H. There will be no significant impact to the surrounding physical environment or human population as a result of the proposed buildings.

Regarding a Landscaping Plan – We will be utilizing regulation 8.18.2, Option #4.

We will be planting six Arborviate Trees, within a 5' buffer from the existing fence along the front property line. We will plant them 40 linear feet apart. These trees were recommended by the MSU Extension Office for the purpose of complying with this regulation. Fencing for the proposed storage units will begin after the 5' buffer. Based on information from the MSU Extension Office, the best time to plant these trees is in the fall.

I have been trying to contact the County Health Department regarding a stormwater permit, however, I have not received a return phone call and they are all out of the office due to COVID.

materials consistent with the approved landscape plan or as required by these regulations.

8.18.2 MINIMUM REQUIREMENTS

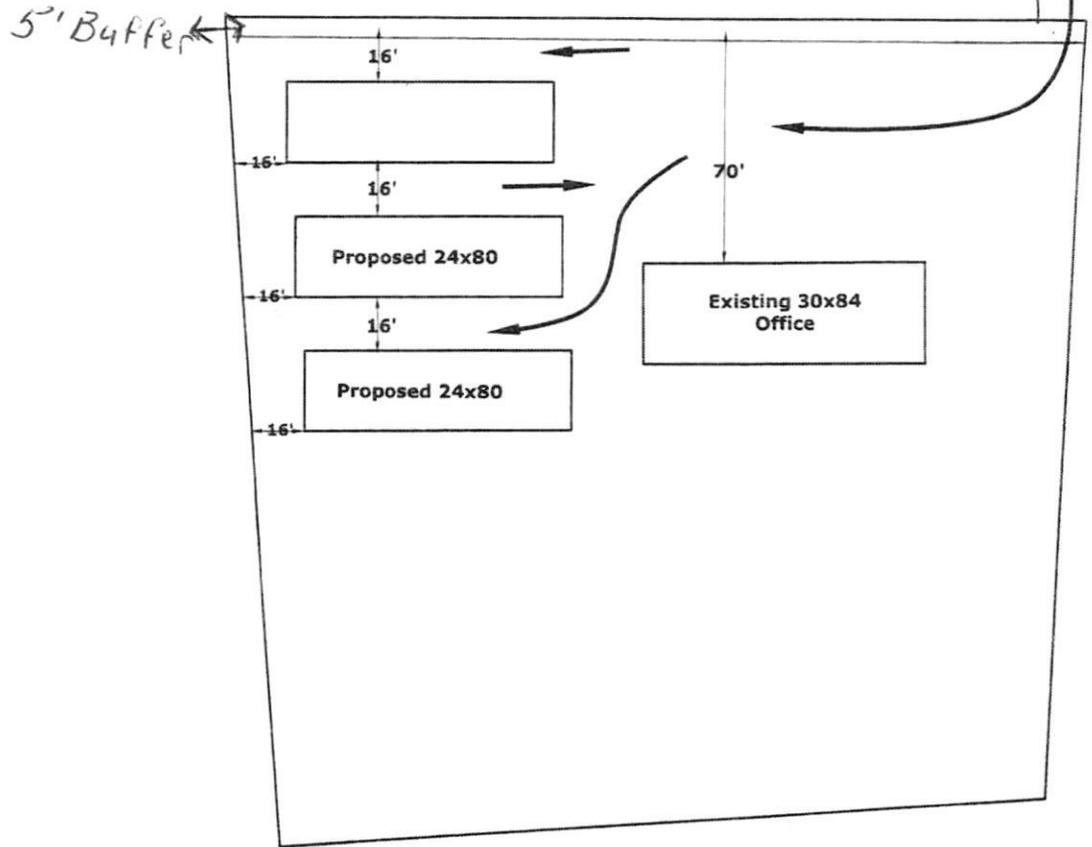
8.18.2.1 STREET FRONTAGE LANDSCAPING

The area along any property line which abuts a public street right-of-way must be landscaped using one (1) or a combination of two (2) or more of the following four (4) options which the developer may choose

- Option 1: 15' minimum buffer yard width 1 tree per 80 linear feet of frontage
- Option 2: 10' minimum buffer yard width 2 trees per 80 linear feet of frontage
- Option 3: Landscaped berm with 2' minimum average height
1' rise: 4' run maximum slope
No minimum or maximum berm width
1 tree per 80 linear feet of frontage
- Option 4: 5' minimum buffer yard
1 tree per 40 linear feet of frontage
30" high decorative or non-decorative wall located appurtenant to the parking area.
A non-decorative wall shall be covered with vines on the street side of the wall.
A continuous hedge may be substituted for the required fence or wall, as long as it has a minimum height at installation of three (3) feet.

Placement and landscaping design shall be at the discretion of the developer, including the placement of the required trees within the required buffer yard. Buffer yard depth is measured from the property line inward.

Vaughn Frontage Road



Access to the property is currently in the NE corner, coming off of Vaughn Frontage Road. Access to the Proposed 24x80 buildings is on the North side of existing building. Access to the Proposed 24x80 buildings is between the Existing Office Building and Vaughn Frontage Road.

Scale: 1"=60'



Cascade County Location/Conformance Permit Application

Cascade County Planning Department
 121 4th St N, Suite 2H-2I
 Great Falls, MT 59401
 Phone: 406-454-6905 | Fax: 406-454-6919

Permit No: _____
 App. No.: 139-2020
 Applied Date: 06/30/2020

General Information

RECEIVED JUN 30 2020
 THROUGH MAIL

A Location/Conformance (L/C) permit is required: (1) for all changes of land use and commercial activities within Cascade County jurisdiction and (2) prior to the construction of all buildings and structures two-hundred (200) square feet or larger on all lands within Cascade County jurisdiction. L/C permits are not required for "site preparation," as defined in the Cascade County Zoning Regulations (CCZR). L/C permits are to be issued for one use and are required for each tract of land. Legally issued L/C permits shall expire one year after the date of approval if construction or the use permitted has not started. A one-time only twelve (12) month extension may be granted by the Zoning Administrator upon request. L/C permit applications require a non-refundable application fee of fifty dollars (\$50.00) unless non-site preparation work started prior to the issuance of an L/C Permit; post-work projects require a non-refundable application fee of two-hundred dollars (\$200.00).

Project Information

Project Address		<u>388 Vaughn S. Frontage Rd., Great Falls, MT 59404</u>							
Estimated Project Value (\$)		<u>44,070.00</u>							
Property Description	Legal Description	Section		Township		Range		COS No.	
		Subdivision	<u>See attached</u>						
		Part, Tract, Block, Lot Descriptors							
	Parcel No.		Geocode						
	Total parcel area			Unit: <input checked="" type="checkbox"/> Acres <input type="checkbox"/> Square Feet					
Property Owner	Name	<u>MQS Holdings, LLC</u>							
	Address	<u>3253 US Hwy 93 N., Stevensville, MT 59870</u>							
	Phone Number	<u>(406) 642-9600</u>							
Applicant (Contractor, Engineer, etc. that is filling out this form)	Name	<u>MQS, INC.</u>							
	Address	<u>3253 US Hwy 93 N., Stevensville, MT 59870</u>							
	Phone Number	<u>(406) 642-9600</u>							
	Email	<u>S.goddard@mqsbarn.com</u>							
	Preferred Method of Contact	<u>email</u>							
Application Type	<input type="checkbox"/> Change of use		<input checked="" type="checkbox"/> New build			<input type="checkbox"/> Alteration			
	Previous use:	<u>Land</u>							
Use Type	<input type="checkbox"/> Single-family Residential		<input type="checkbox"/> Multi-family Residential		<input type="checkbox"/> Public/NGO				
	<input type="checkbox"/> Duplex		<input type="checkbox"/> Mobile Home		<input type="checkbox"/> Sign				
	<input checked="" type="checkbox"/> Commercial		<input type="checkbox"/> Industrial		<input type="checkbox"/> Registered Premise				
	<input type="checkbox"/> Garage/Shop/Barn		<input type="checkbox"/> Home Occupation		<input type="checkbox"/> Other: _____				
Structures	Number of existing structures		<u>1</u>		Total existing structure area (sq. ft.)		<u>3120</u>		
	Number of proposed structures		<u>3</u>		Total proposed structure area (sq. ft.)		<u>5760</u>		
	Total area of alteration (sq. ft.)								
Water/Waste	Type of sewage disposal		<u>N/A</u>			Source of water supply		<u>N/A</u>	

Project Description:

Three - 24' X 80' X 8' Post Frame Storage Buildings

Submission Checklist

Location/Conformance Permit applications shall be submitted to the Cascade County Planning Office for review. The following checklist must be completed and signed by the applicant before the application can be reviewed. Where applicable, all required permits/forms must be attached to the application.

- A site plan prepared at a scale not less than one-inch equals one-hundred feet (1" = 100') containing, where applicable, the following minimum information (a site plan is not applicable if it is a change of use):
 - Name and address of applicant.
 - Legal description and boundary lines of property being considered for review.
 - Existing and proposed land use upon the site.
 - Names of owners and existing land use on adjacent property.
 - Location, size, dimensions and uses of existing and proposed buildings and improvements.
 - Location and description of existing and proposed utilities.
 - Location and dimensions of curb cuts and access points.
 - Location, size, dimensions, and number of off-street parking spaces, including on-site vehicular driveways and type of surface improvements.
 - Location and type of existing and proposed landscaping or buffering.
 - Location, type, and height of existing and proposed fencing and screening.
 - Location, type, and height of sight-obscuring improvement surrounding areas of storage for raw materials, finished products, machinery, and equipment.
- Floodplain permit (attached). This is required if the project is in a regulated floodplain.
- Approach permit (attached). This is required if the proposed approach is from a county or state road.
- Addressing application (attached). This is required if the subject property needs a structure addressed.
- Septic permit (attached). This is required for projects installing a septic system, re-utilizing a pre-existing septic system, or increasing the capacity of a pre-existing septic system on the subject property.
- General Permit for Storm Water Discharge Associated with Construction Activity (attached). This is required for projects that will disturb an acre or more of land.

Attestation Statement and Signature

I hereby certify that the information given herein is true and correct to the best of my knowledge. There are no restrictions placed upon my property which would prohibit the issuance of this permit. If there are any restrictions, then this permit shall become null and void. I hereby grant permission to any Cascade County Zoning Official to enter my property to inspect for compliance with the County Zoning Regulations in relation to this application.

Signature of Applicant: Shel Goldard Date: 6/30/20

Signature of Property Owner: X [Signature] Date: 6/30/20

OFFICE USE ONLY

Fee(s): Pre-work (\$50.00) Post-work (\$200.00) Addressing (\$25.00)
Payment Type: Check No.: 3099 (BLR) Cash
Date Application Received: _____ **Application Number:** 139-2020
Date Application Approved: _____ **Approved by (staff):** _____
Approved Permit Number: _____ **Associated SUP Number:** BLR 005-2020

REVIEW ITEMS

Zoning District: _____
Restrictions/Covenants: Yes No N/A Type: _____
Physical/Legal Access: Yes No
Setback Requirements (ft): Front: _____ Rear: _____ Side: _____
Parking Requirements: Yes No N/A
 Existing: _____ Required: _____ Proposed: _____
Landscaping Requirements: Yes No N/A
 Frontage Option: _____ Buffer Option: _____
 Administrative Relief Requested: Yes No
 Administrative Relief Granted: Yes No
Height Requirements: Yes No N/A
 Airport Zone: _____ Military Overlay District: _____
Floodplain: Yes No N/A
 Permit Attached: _____ Yes No
Variance Request: Yes No N/A
 Variance Approval Attached: _____ Yes No
Approach Permit: Yes No N/A
 Approach Permit Attached: _____ Yes No
City-County Health Department Approval: Yes No
 Permit Attached: _____ Yes No
MS4: Yes No N/A
Addressing Approval: Yes No N/A
 Addressing Approval Attached: _____ Yes No

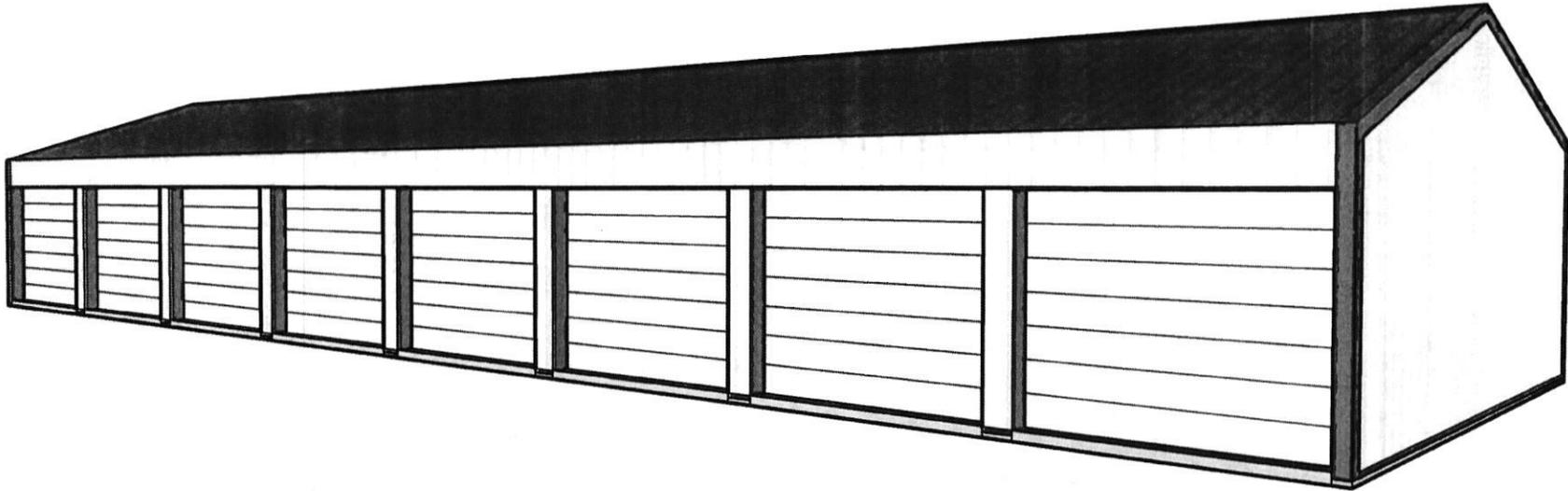
DATA COLLECTION

Permit Category:	<input type="checkbox"/> Residential	<input type="checkbox"/> Public/NGO	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial
Permit Type:	<input type="checkbox"/> Dwelling Unit(s)	<input type="checkbox"/> Administrative, Waste Management and Remediation Services	<input type="checkbox"/> Agriculture, Forestry, Hunting or Fishing	
	<input type="checkbox"/> Utilities	<input type="checkbox"/> Transportation and Warehousing	<input type="checkbox"/> Arts, Entertainment, Recreation	
	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Mining, Quarrying, O & G	<input type="checkbox"/> Accommodation and Food Services	
	<input type="checkbox"/> Construction	<input type="checkbox"/> Finance and Insurance	<input type="checkbox"/> Educational Services	
	<input type="checkbox"/> Information	<input type="checkbox"/> Real Estate and Rental/Leasing	<input type="checkbox"/> Wholesale Trade	
	<input type="checkbox"/> Retail Trade	<input type="checkbox"/> Prof., Scientific, Tech. Services		
	<input type="checkbox"/> Public Admin.	<input type="checkbox"/> Health Care and Social Assistance		
	<input type="checkbox"/> Other Services	<input type="checkbox"/> Signs		
	<input type="checkbox"/> Other Structures			

Great Falls Storage

24x80x8 Post Frame Building

Building Colors: ProTech Steel
Siding: Stone
Trim: Hi-Gloss Red
Roof: Hi-Gloss Red
Doors: White
Misc. Details:
Microfoil Ins. on Roof.
Flush Eaves.
Guttering.
4" Concrete.
Snow Break.



Cover Sheet

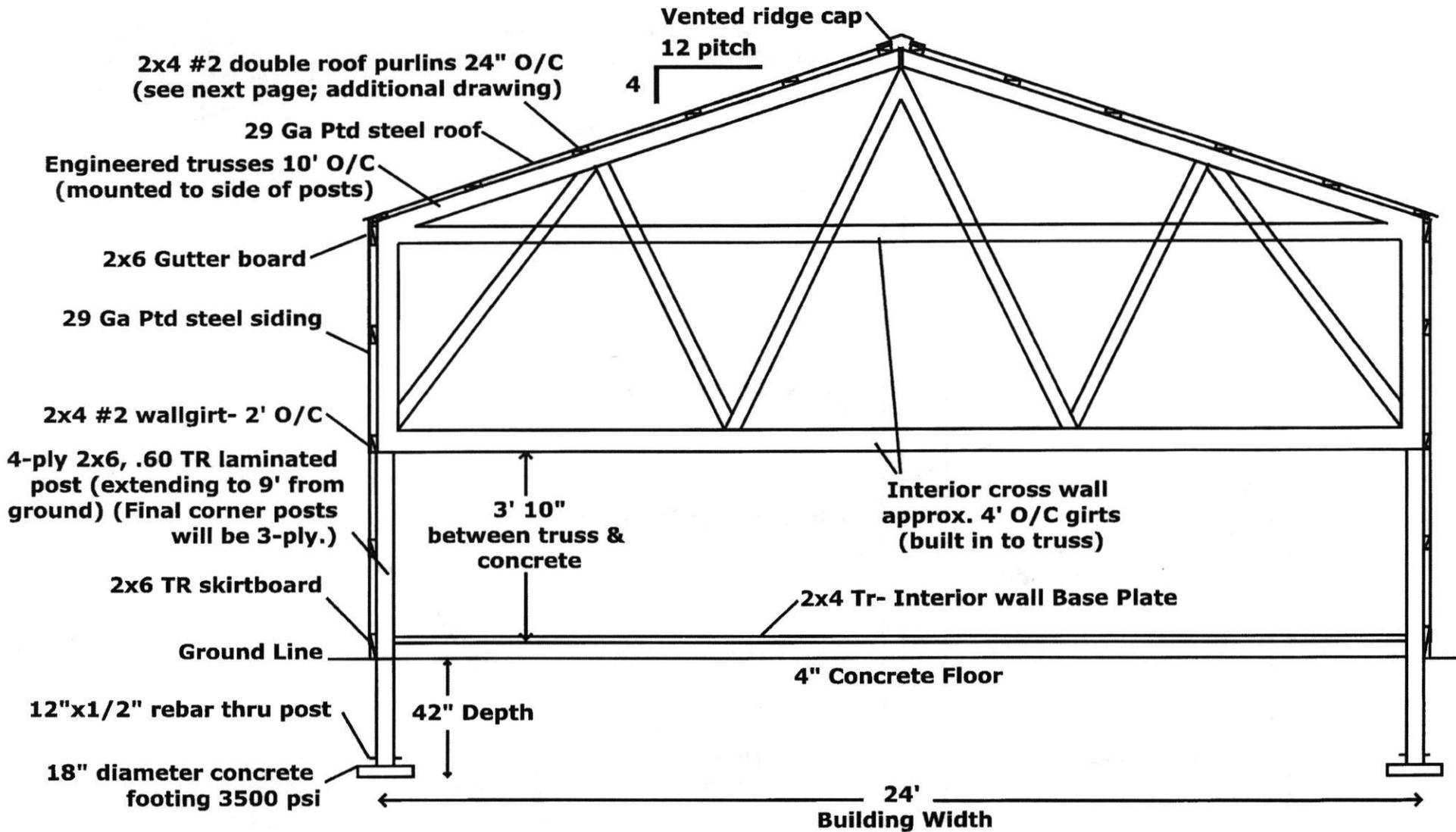
No Scale



Job Name: Great Falls Storage

**Site Address: 388 Vaughn S. Frontage Rd.
Great Falls, MT 59404**

**MQS, INC.
3253 Hwy. 93
Stevensville Mt 59870
855-677-2276**



Typical Wall Section

Typical Framing View

No Scale



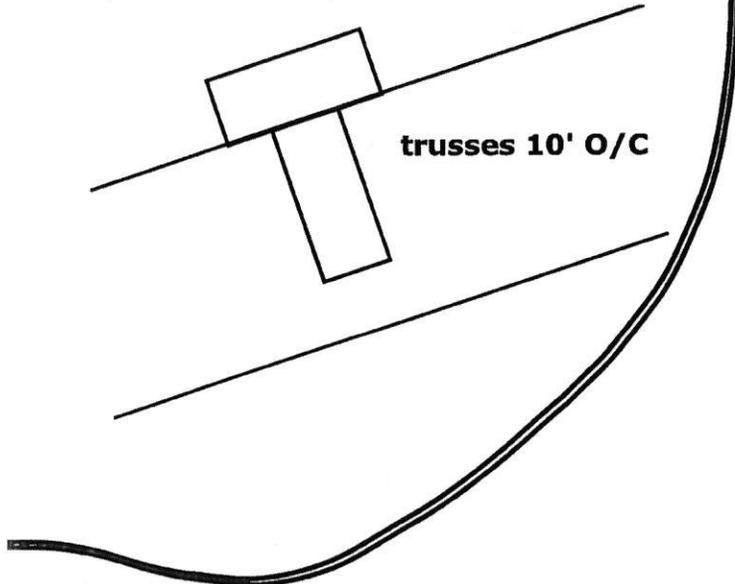
Job Name: Great Falls Storage

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MQS, INC.
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855-677-2276

Purlin design

Double 2x4: bottom purlin hangered in between 10" O/C trusses with top purlin running over top of lower purlin and trusses.



trusses 10' O/C

Interior Center Divider Wall design

Interior 10' Divider Wall design

2x4 Girt Receiver Boards- 1 on each side of each 12' Bay.

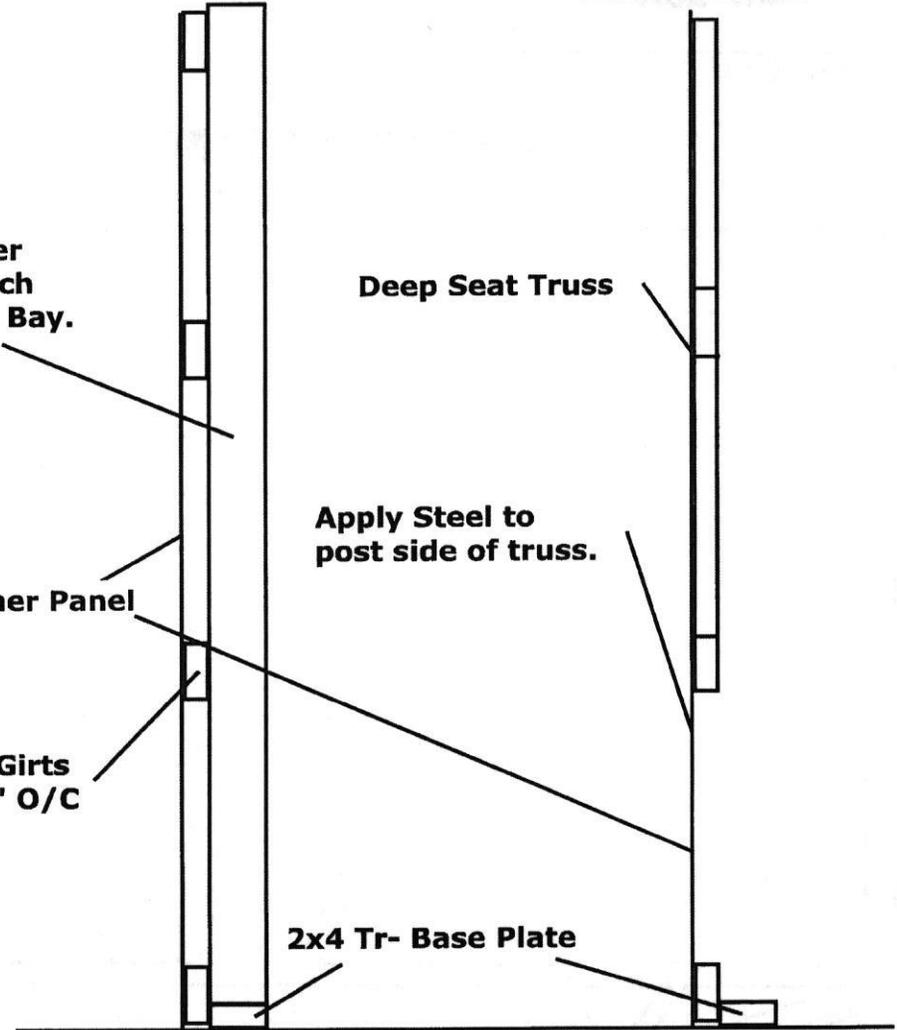
Deep Seat Truss

Apply Steel to post side of truss.

29 Ga. Steel Liner Panel

2x4 Girts
Approx. 4' O/C

2x4 Tr- Base Plate



Additional Framing Details

No Scale



Job Name: Great Falls Storage

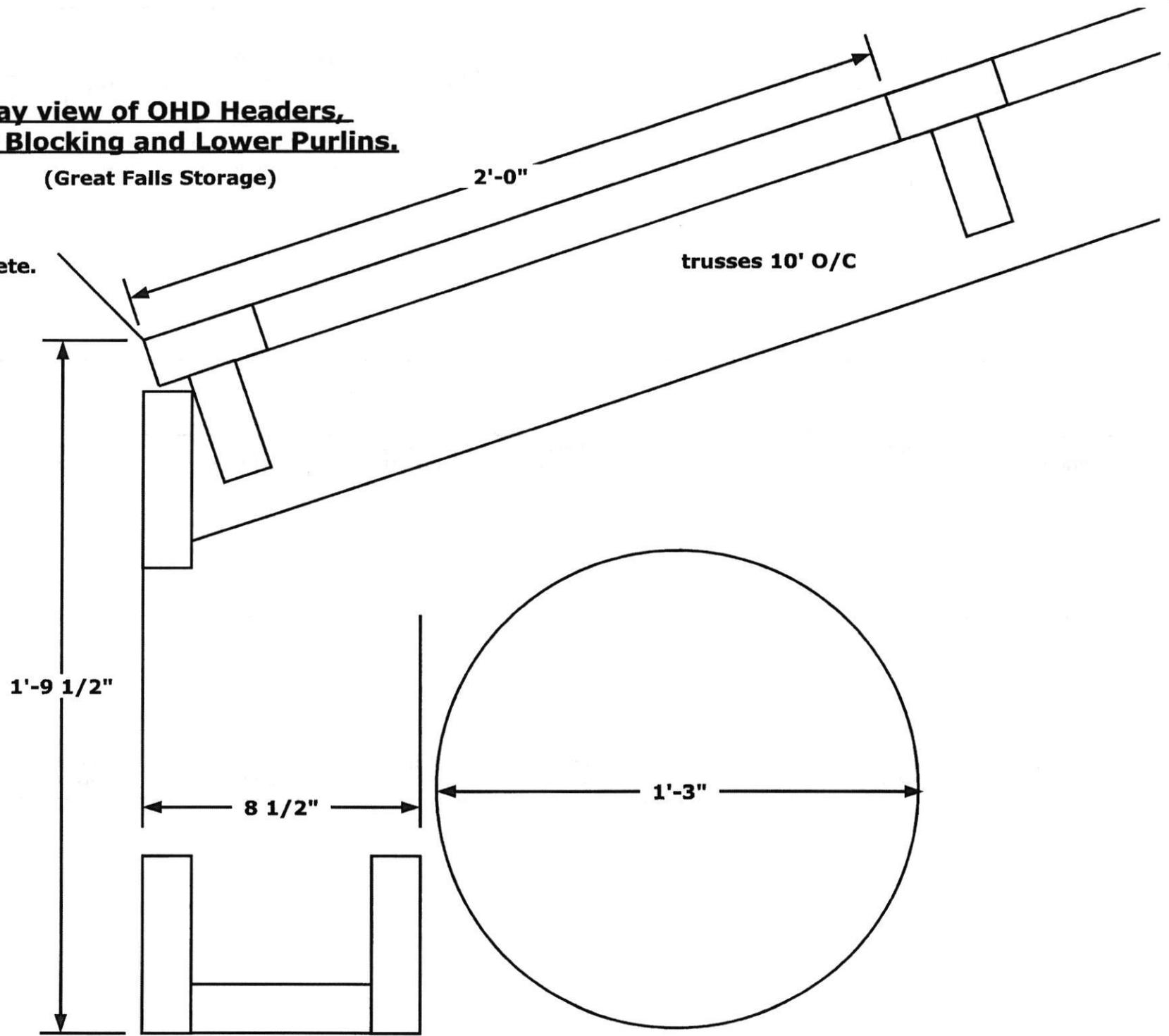
Site Address: 388 Vaughn S. Frontage Rd.
Great Falls, MT 59404

MQS, INC.
3253 Hwy. 93
Stevensville Mt 59870
855-677-2276

**Cutaway view of OHD Headers,
Gutter Blocking and Lower Purlins.**

(Great Falls Storage)

About 8' 9"
above concrete.



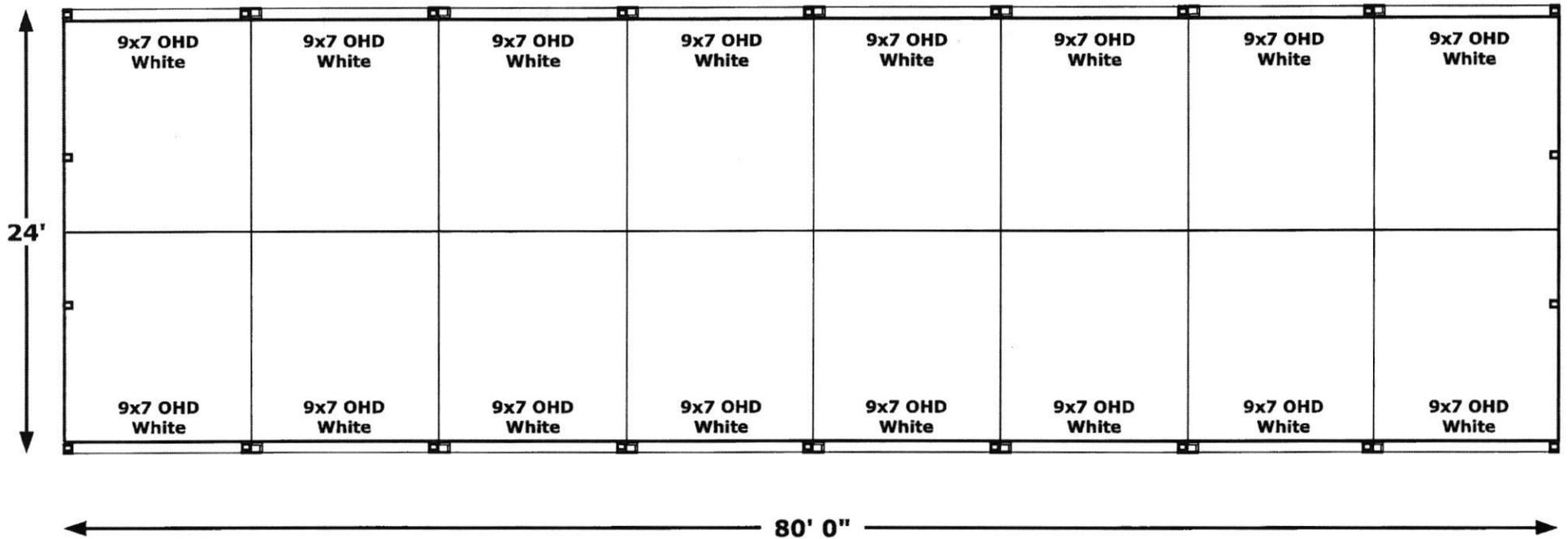
2'-0"

trusses 10' 0/C

1'-9 1/2"

8 1/2"

1'-3"



Floor Plan

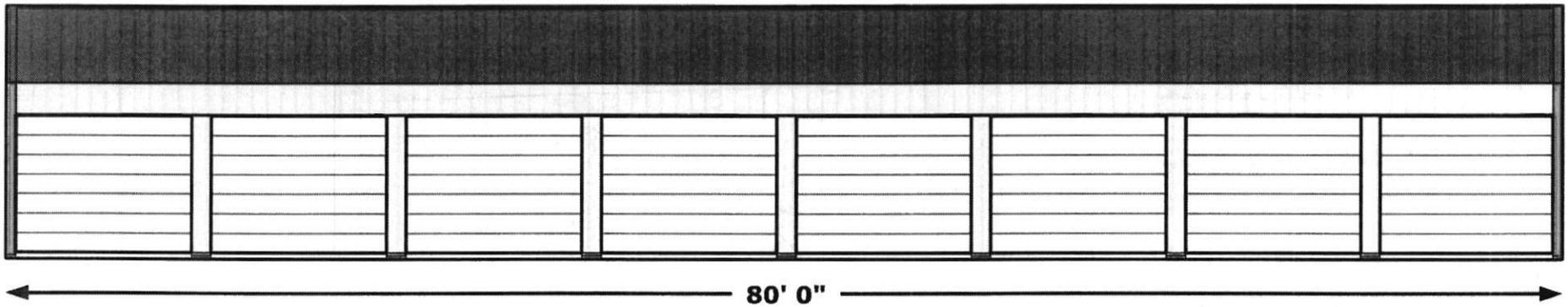
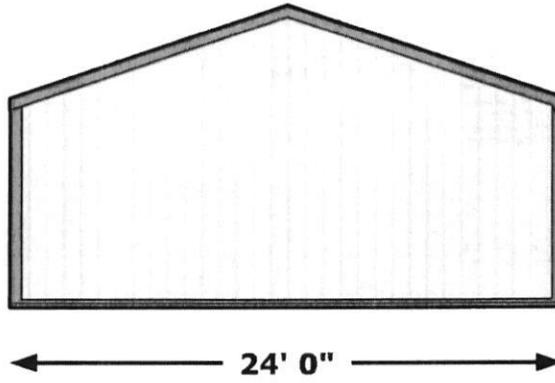
1/8"=1' Scale



Job Name: Great Falls Storage

**Site Address: 388 Vaughn S. Frontage Rd.
Great Falls, MT 59404**

**MQS, INC.
3253 Hwy. 93
Stevensville Mt 59870
855-677-2276**



Elevation Views

1/8"=1' Scale



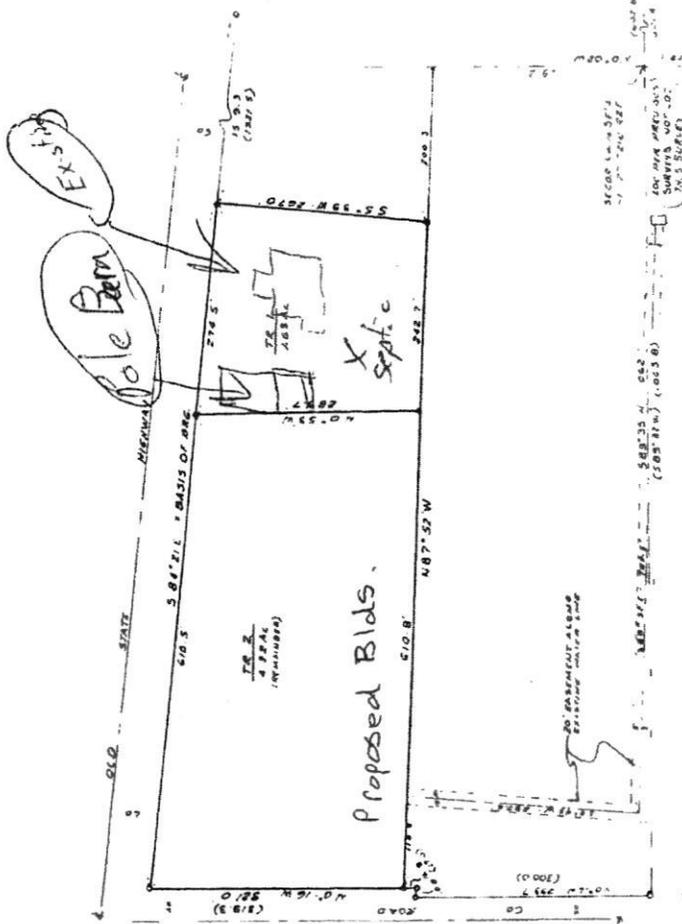
Job Name: Great Falls Storage

**Site Address: 388 Vaughn S. Frontage Rd.
Great Falls, MT 59404**

**MQS, INC.
3253 Hwy. 93
Stevensville Mt 59870
855-677-2276**

CERTIFICATE OF SURVEY

A TRACT OF LAND IN THE NW¹/₄ SE¹/₄, SECTION 27,
T21N, R2E, PMM, CASCADE COUNTY, MONTANA



The purpose of this survey is to create two tracts of land in the NW¹/₄ SE¹/₄, Section 27, T21N, R2E, P.M.M., Cascade County, Montana.

DESCRIPTION

TRACT 1: A tract of land in the NW¹/₄ SE¹/₄, Section 27, T21N, R2E, P.M.M., Cascade County, Montana, more fully described as follows:
Beginning at the southeast corner of the NW¹/₄ SE¹/₄, Section 27, T21N, R2E, P.M.M., Cascade County, Montana, thence N87°52'W, 269.2 feet; thence N87°52'W, 200.3 feet to the true point of beginning; thence N87°52'W, 242.7 feet; thence N87°52'W, 283.7 feet to the true point of beginning; thence S84°21'E, 618.5 feet along said right of way line; thence S84°21'E, 283.7 feet to the true point of beginning, containing 1.63 acres.

TRACT 2: A tract of land in the NW¹/₄ SE¹/₄, Section 27, T21N, R2E, P.M.M., Cascade County, Montana, more fully described as follows:
Beginning at the southeast corner of the NW¹/₄ SE¹/₄, Section 27, T21N, R2E, P.M.M., Cascade County, Montana, thence N87°52'W, 443.0 feet to the true point of beginning; thence N87°52'W, 610.8 feet to the true point of beginning; thence S84°21'E, 618.5 feet along said right of way line of the old State Highway; thence S84°21'E, 618.5 feet along said right of way line; thence S84°21'E, 283.7 feet to the true point of beginning, containing 4.22 acres.

CERTIFICATION OF OWNERS

We hereby certify that the purpose for this division of land is to transfer ownership of the parcel created as an occasional sale. Furthermore, we certify that no prohibited conditions imposed on the use of this exemption; therefore, this division of land is exempt from review as a subdivision pursuant to 76-3-287(1)(d), M.C.A.

Dated this 16th day of January, 1991.

WESTERN LIVESTOCK AUCTION, INC.
By: [Signature]
Lynn Perry, President

STATE OF MONTANA) ss
County of Cascade)

On this 16th day of January, 1991, before me, a Notary Public in and for the State of Montana, personally appeared Lynn Perry known to me to be the President of Western Livestock Auction, Inc., a Montana corporation, and I am satisfied that he is the person whose name is subscribed to the foregoing Certificate of Owners.

My Comm. Expires: 12/31/93
My Commission Expires: 12/31/93

[Signature]
Notary Public, State of Montana
Montana Reg. No. 262889
DATE: January 14, 1991

STATE OF MONTANA
I hereby certify that the above plat is a true and correct copy of the original filed in my office on JAN 17 1991
at 11:55 o'clock A.M.
JOE THORPE
Notary Public

APPROVED BY HEALTH DEPT.
JAN 17 1991
See Letter File No. 71611

SCALE: 1"=100'
BASIS OF BEARING: SURVEY RECORDED W/M/D
REEL 94 DOC 1462

PREPARED FOR COMPLIANCE WITH
MONTANA PLATTING ACT
IMPROVERS STAMP YES/NO
HEALTH DEPT APPROVAL
APPS STABLE STAMP - NONE
DATE 1/17/91
BY [Signature]
CASCADE COUNTY PLANNING BOARD

OWNER: WESTERN LIVESTOCK AUCTION, INC.
CERTIFICATE OF SURVEY NO.
Divided into 2 lots
Total Area 5.85 Acres
Created 1/17/91
Div. No. 7-262889
Scale 1" = 100'

Turnbull
Engineering, Inc.
Great Falls, Montana

CS 2570

National Flood Hazard Layer FIRMette



111°27'51"W 47°32'49"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- | | | |
|-----------------------------|--|--|
| SPECIAL FLOOD HAZARD AREAS | | Without Base Flood Elevation (BFE)
Zone A, V, A99 |
| | | With BFE or Depth Zone AE, AO, AH, VE, AR |
| | | Regulatory Floodway |
| OTHER AREAS OF FLOOD HAZARD | | 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone J |
| | | Future Conditions 1% Annual Chance Flood Hazard Zone X |
| | | Area with Reduced Flood Risk due to Levee. See Notes. Zone X |
| | | Area with Flood Risk due to Levee Zone D |
| OTHER AREAS | | NO SCREEN Area of Minimal Flood Hazard Zone X |
| | | Effective LOMRs |
| GENERAL STRUCTURES | | Channel, Culvert, or Storm Sewer |
| | | Levee, Dike, or Floodwall |
| OTHER FEATURES | | 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation |
| | | 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation |
| | | Coastal Transect |
| | | Base Flood Elevation Line (BFE) |
| | | Limit of Study |
| | | Jurisdiction Boundary |
| | | Coastal Transect Baseline |
| MAP PANELS | | Digital Data Available |
| | | No Digital Data Available |
| | | Unmapped |



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/13/2020 at 6:36 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

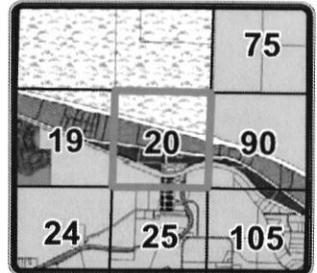
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

0 250 500 1,000 1,500 2,000 Feet 1:6,000

USGS The National Map: Orthoimagery. Data refreshed April 2020

111°27'13"W 47°32'25"N

**CASCADE COUNTY
PLANNING DIVISION**

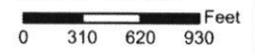


Legend

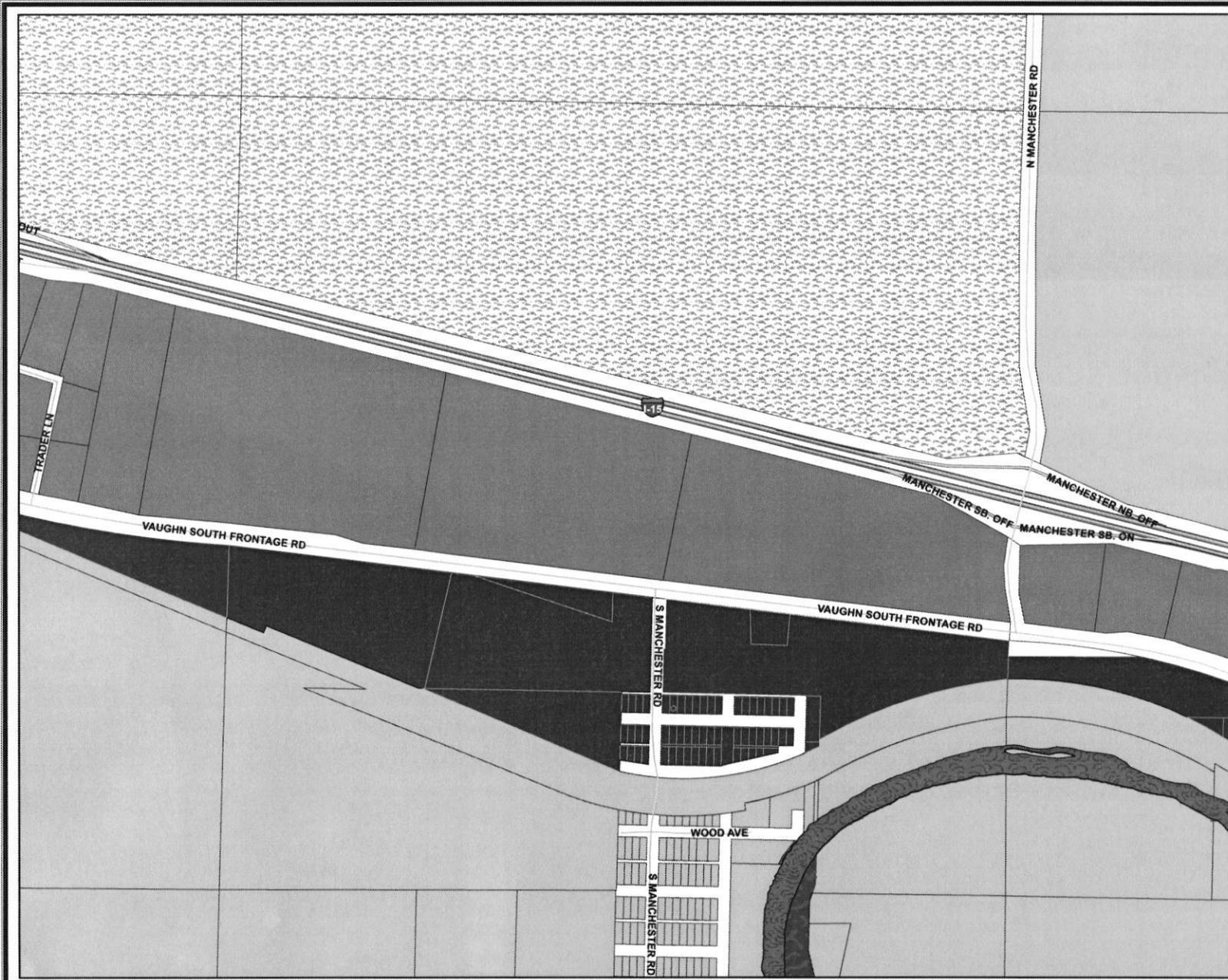
Cascade County Zoning	
	AG
	COMMERCIAL
	FLOOD ROAD
	GREAT FALLS
	I-1
	I-2
	INCORPORATED TOWNSITE
	MAFB
	MIXED USE
	MOBILE HOME
	OPEN SPACE
	ROAD
	RR
	RR5
	SR1
	SR2
	URBAN RESIDENTIAL
	WATER



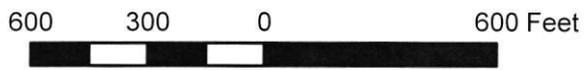
The geographical representation of this map and/or drawing is provided for informational purposes only and should be used for Reference Only. Any information represented here is not guaranteed to be accurate or current. No reliance on angles, distance, area sizes or other land survey data should be assumed without verification by the user. Neither Cascade County nor the Cascade County GIS Division accepts any responsibility for errors or omissions. This document may not be reproduced, edited, or otherwise altered in any way without advanced permission of the Cascade County GIS Division or Cascade County Commissioners.



T21NR2E SEC 27
GEOCODE 3137 - 27
 Date: 1/6/2017
 Page 20 of 285



Vicinity Map - 388 Vaughn South Frontage Road - Great Falls Storage



Buildings for Lease or Rent Application Approval
under authority of Title 76, Part 8, Montana Code Annotated

On August 25, 2020, the Cascade County Commissioners met and approved the application submitted by MQS Inc, for three (3) storage buildings containing forty-eight (48) mini-storage units on Tract 1A of Certificate of Survey 4969, Section 27, Township 21 North, Range 2 East, P.M.M., Cascade County, Montana. The Commissioners approved the application with the following conditions:

- 1) The Applicant must obtain Location/Conformance Permit for the proposed development; and
- 2) The Applicant must obtain any other required Federal, State and/or County permits and comply with the respective laws, rules, regulations, and ordinances; and
- 3) Storage of flammable or explosive liquids, solids, or gases shall not be permitted; and
- 4) Landscaping is completed in accordance with § 8.18 of the Cascade County Zoning Regulations; and
- 5) The principal use of a rented or leased space shall be restricted to storage and shall not include processing, refining, transfer or distribution of any commercial material or product; and
- 6) The Applicant obtains a Certificate of Subdivision Approval from the Montana Department of Environmental Quality to address stormwater concerns.

Dated this _____ day of August, 2020.

**BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY**

James L. Larson, Chair

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

On this _____ day of August, 2020, I hereby attest the above-written signatures of the Cascade County Board of 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.

NOTICE TO TAXPAYERS
Fiscal Year 2021 Proposed Budget Hearings

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Cascade County, Montana, has completed the proposed Budget for Cascade County, Montana for the Fiscal Year 2020-2021 and said budget has been placed on file in the County Commission office located at the Courthouse Annex, 325 Second Avenue North, Room 111, Great Falls, Montana and is open for inspection during regular business hours, commencing Tuesday, August 25, 2020.

The Public Hearing will open on Tuesday, August 25, 2020 at 9:30 a.m. and will continue from day to day through Tuesday, September 1, 2020. During this time any taxpayer may appear and be heard for or against any part of said budget, prior to the time of fixing tax levies and setting a final budget for Fiscal Year 2020-2021. The Public Hearing is for all funds, including, but not limited to:

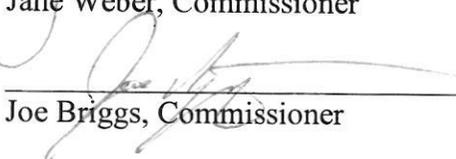
County-Wide Mill Levied Funds	County Road & Reserves Mill Levied Funds
County Rural Mill Levied Funds	Permissive Medical Levied Funds
Sheriff Retirement System Mills	Lighting Maintenance Districts

The Board of County Commissioners will conduct a Special Meeting on Tuesday, September 1, 2020 at 9:30 a.m. in the Commission Chambers, Room 111, Courthouse Annex, 325 Second Avenue North, Great Falls, Montana to conclude the Public Hearing, and take appropriate action to adopt the Cascade County Budget for Fiscal Year 2020-2021 and fix the tax levies.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA


James L. Larson, Chairman


Jane Weber, Commissioner


Joe Briggs, Commissioner

Publication Dates: Sunday, August 16, 2020
Sunday, August 23, 2020

Display Ad