February 3, 2020 - February 9, 2020

February 2020

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March 2020

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Monday, February 3

- **12:00am Out of Office - Jane** (OOO) - Weber, Jane
- **10:00am - 10:30am JDC Mid-Year FY2020 (2nd Qtr) Budget Review - All** (Tax Appeal Room #116) - Fogerty, Bonnie
- **12:00pm - 1:00pm Confero Board Meeting - Jim** (Holiday Inn)
- **3:00pm - 5:00pm Cascade County Mental Health Local Advisory Council Meeting - JANE** (C4MH) - Weber, Jane
- **3:00pm - 5:00pm MTDA Executive Committee Meeting - Joe** (Chamber Video Conference Room) - Briggs, Joe

Tuesday, February 4

- **Out of Office - Jane** (OOO) - Weber, Jane
- **8:00am - 9:00am Radio - STARadio - Jane** (STARadio studio) - Weber, Jane
- **9:30am - 10:30am IT Updates - All** (Commission Chambers) - Fogerty, Bonnie
- **11:00am - 1:00pm MAC Executive Committee - Joe** (Chamber) - Briggs, Joe
- **2:00pm - 3:30pm Sheriff's Office Mid-Year FY2020 (2nd Qtr) Budget Review - All** (Tax Appeal Room #116) - Fogerty, Bonnie
- **3:30pm - 4:00pm Extension Mid-Year FY2020 (2nd Qtr) Budget Review - All** (Tax Appeal Room #116) - Fogerty, Bonnie

Wednesday, February 5

- **Out of Office - Jane** (OOO) - Weber, Jane
- **7:00am - 8:30am Central MT Radio - Jane** (Rainbow Hotel)
- **10:00am - 11:00am Copy: 2020 Complete Count Committee - Jim** (Civic Center) - Larson, James
- **11:30am - 1:30pm Board of Health Meeting - Jane** (CCHD) - Weber, Jane
- **2:00pm - 3:00pm Work Session - All** (Commission Chambers)
- **3:00pm - 4:30pm TAG Meeting - Jane** (Black Eagle Community Center) - Weber, Jane

Thursday, February 6

- **12:00am Out of Office - Jane** (OOO) - Weber, Jane
- **8:00am - 10:00am GFDA Board Meeting - Jane** (Heritage Hall) - Weber, Jane
- **8:00am - 10:00am GFDA Board Meeting - Joe** (GF College - Heriatge Hall) - Briggs, Joe
- **1:00pm - 2:00pm NACO T&T Conference Call - Joe** (Joe's Office)
- **2:00pm - 3:00pm CCHD Updates with Trisha Gardner - All** (Commission Chambers) - Baker, Kyler

Friday, February 7

- **11:00am - 5:00pm OOO - Jane** (Wedding in Seeley Lake) - Weber, Jane

Saturday, February 8

Sunday, February 9

January 27, 2020 - February 2, 2020

January 2020

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February 2020

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Monday, January 27

- **9:00am - 10:30am C4MH Finance Meeting - Jane** (C4MH Building) - Weber, Jane
- **9:30am - 10:30am Copy: School Transportation Meeting - Jim -** (Treasurer's Office) - Larson, James
- **10:00am - 12:00pm Center for Mental Health Meeting - Jane** (C4MH) - Weber, Jane
- **12:00pm - 1:00pm Meeting with Ellen Sievert - Jane** (Tax Appeal Room) - Weber, Jane
- **1:30pm - 2:30pm Expo Park Updates with Susan Shannon - All** (Commission Chambers) - Baker, Kyler
- **4:00pm - 5:30pm NHA Board Meeting - Jane** (Civic Center) - Weber, Jane

Tuesday, January 28

- **9:30am - 10:30am Commission Meeting - All** (Commission Chambers)
- **11:45am - 1:15pm Meeting with John Taillie - Jane** (FWP Offices) - Weber, Jane
- **2:15pm - 2:45pm Department of Technology Mid-Year FY2020 (2nd Qtr) Budget Review - All** (Tax Appeal Room #116) - Fogerty, Bonnie
- **3:30pm - 4:30pm DUI Taskforce Meeting - Jim** (Great Falls Pre-Release Center) - Fogerty, Bonnie
- **4:30pm - 5:30pm Library Board Meeting - Jane** (GF Library) - Weber, Jane
- **5:00pm - 6:00pm Copy: 2020 Census Meeting w/Owen Robinson - Jim -** (Civic Center) - Larson, James
- **6:00pm - 7:30pm Copy: Council of Councils Meeting - Jim -** (Civic Center) - Larson, James

Wednesday, January 29

- **Economic Outlook Seminar - Jane** (Hilton Garden Inn) - Baker, Kyler
- **Economic Outlook Seminar - Joe** (Hilton Garden Inn) - Baker, Kyler
- **3:00pm - 5:00pm Senior Advisory Council Meeting - Jim -** (Aging Services) - Larson, James

Thursday, January 30

- **8:15am - 8:45am DES Mid-Year FY2020 (2nd Qtr) Budget Review - All** (Tax Appeal Room #116) - Fogerty, Bonnie
- **9:00am - 10:00am Conference Call - DOJ MVD, Background Checks - All** (Commission Chambers) - Fogerty, Bonnie
- **10:00am - 11:00am Public Works Mid-Year FY2020 (2nd Qtr) Budget Review - All** (Tax Appeal Room #116) - Fogerty, Bonnie
- **12:00pm - 5:00pm Sweetgrass Development Meeting - Jim** (Senior Center, Conrad, MT) - Fogerty, Bonnie
- **1:00pm - 1:30pm ExpoPark Mid-Year FY2020 (2nd Qtr) Budget Review - All** (Tax Appeal Room #116) - Fogerty, Bonnie
- **1:30pm - 2:30pm Aging Mid-Year FY2020 (2nd Qtr) Budget Review - All** (Tax Appeal Room #116) - Fogerty, Bonnie
- **4:45pm - 6:45pm United Way Campaign Ending - ALL** (University of Providence - University Center 5 pm start time) - Weber, Jane

Friday, January 31

- **8:15am - 8:30am Justice Court Mid-Year FY2020 (2nd Qtr) Budget Review - All** (Tax Appeal Room #116) - Fogerty, Bonnie
- **9:00am - 10:00am 2019 Audit w/WIPFli - All** (Commission Chambers) - Fogerty, Bonnie
- **10:30am - 11:00am Clerk & Recorder Mid-Year FY2020 (2nd Qtr) Budget Review - All** (Tax Appeal Room #116) - Fogerty, Bonnie
- **11:00am - 11:30am Clerk of Court Mid-Year FY2020 (2nd Qtr) Budget Review - All** (Tax Appeal Room #116) - Fogerty, Bonnie
- **11:30am - 6:00pm Out of Office - Jim -** (Home) - Larson, James

Saturday, February 1

Sunday, February 2

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

December 31, 2019

BANK BALANCES:

	STATEMENTS
US BANK MASTER ACCOUNT	$ 5,343,195.79
TOTAL	$5,343,195.79

INVESTMENTS:

MT Board of Investments - Short Term Investment Pool (STIP)	$46,669,465.64
TOTAL	$46,669,465.64
GRAND TOTAL	$52,012,661.43

OTHER BANK BALANCES:	**STATEMENTS**
CLERK OF COURT RESTITUTION	$ 15,798.02
SHERIFF'S COMMISSARY	$ 34,116.21
SHERIFF'S CIVIL	$ 12,150.56
SHERIFF'S EVIDENCE	$ 49,577.93
JUSTICE COURT OLD TRUST	$ 1,358.59
JUSTICE COURT NEW TRUST	$ 76,740.76
TOTAL	$ 189,742.07

RECEIPTS:

MOTOR VEHICLE	$ 917,213.31
PROPERTY TAX	$ 8,236,615.50
REVENUE RECEIPTS	$ 6,161,508.02
TOTAL	$15,315,336.83

DISBURSEMENTS: Made in the current month.

MONTANA MOTOR VEHICLE DIVISION	$ 638,810.51
MONTANA DEPT. OF REVENUE	$ 1,061,323.63
CITY OF GREAT FALLS	$ 2,596,155.26
GREAT FALLS PUBLIC SCHOOLS	$ 4,164,252.94
MISC. REMITTANCES	$ 230,193.72
TOTAL	$ 8,690,736.06

CASCADE COUNTY COMMISSION MEETING
January 14, 2020
COMMISSION CHAMBERS
COURTHOUSE ANNEX, ROOM 111
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 Recorders Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on January 28, 2020.

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

Staff: Carey Ann Haight – Deputy County Attorney, Sandor Hopkins – Interim Planning Director, Les Payne – Interim Public Works Director, Albert Grobe – Sanitarian, Roy Curtis – Superintendent of Buildings and Grounds, Mary Embleton – Budget Officer, Bonnie Fogerty – Commission Office and Kyler Baker Deputy Clerk and Recorder.

Public: Thomas O'Hara, Howard Schneider, Kenneth Hanks, Leonard Lundby, Trista Besich, Travis Johnson, John T. Romenesko, Amanda Russell, Daniel M. Vanisko, Kyra F. Vaniske, Ray Eklund, Jay McCracken, Mark Leo, John Paul, Craig Askelund, Jesse Oldham, Eugene Cantley, Jenn Rowell and Karl Puckett.

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

Motion to Approve or Disapprove: 2020 Presiding Officer, James L. Larson, Chairman of the Board of the County Commissioners, Cascade County, MT (Per Ordinance 12-01), (R0247337) Each member will serve as the presiding officer during the 3rd & 6th year of his or her term in office.
Commissioner Weber made a MOTION to Elect Commissioner James L. Larson as Chairman of the Board of Cascade County Commissioners for the year 2020. **00:48**
Motion carries 2-0 **01:19**

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. **01:52**

Purchase orders and accounts payable checks: *See agenda for payment information.*
Commissioner Weber made a **MOTION** to approve purchase orders and accounts payable warrants. **Motion carries 2-0** **04:48**

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 (December 24, 2019; January 8, 2020) **05:11** (B) Approval of Routine Contracts as Follows:

Consent Agenda

Resolution 20-01: Establishing a Regular Cascade County Commission Meeting Schedule for Calendar Year 2020. **05:20**

Resolution 20-02: Establishing the daily rate of credit for incarceration for Calendar Year 2020. Daily Per Diem Rate: $95.00 The rate has been $89.75 the previous three years, reflecting a $5.25 daily increase. **05:31**

Resolution 20-03: Budget Appropriation for unanticipated revenues under Contract #19-139 Older American Act Programming. Total Amount: $31,746.00
(Ref: Contract 19-139, R0377831) **05:49**

Contract 20-01: MT DPHHS Amendment to Number 1 Contract for Commodities Supplemental Food Program (CFSP) with Cascade County Area VIII Agency on Aging. Reimbursable Amount: $3.50/per client served/per month.
Total Amount not to exceed: $5,771.00 through December 20, 2019.
(Ref: Contract 19-179, R0380193) **06:09**

City-County Health Department

Contract 20-03: Cooperative Agreement between Montana DPHHSA and the Board of Health (BOH). Purpose: To establish a payment schedule for maximizing the disbursement funds to the BOH to support inspections of licensed establishments and to determine which optional program the BOH will conduct. Effective: January 1, 2020 – December 21, 2020. **06:41**
Motion carries 2-0 **07:58**

AGENDA ITEM #1 08:04

Motion to Approve or Disapprove:
Final Plat Approval: Ranches at Belt Creek Phase 3 Major Subdivision
Initiated by: Mark Hawn, Trophy Properties Developers, Inc.
Sandor Hopkins, Interim Planning Director, elaborates. **08:06**
Commissioner Weber made a **MOTION** that after the consideration of the Staff Report and Findings of Fact approve the final plat for Ranches at Belt Creek Phase 3 major subdivision due to the nineteen (19) conditions being met.
Motion carries 2-0 **15:11**

AGENDA ITEM #2 15:19

Motion to Approve or Disapprove:
Contract 20-02: Bid Proposal from Marathon Engineering Corporation to repair a padded cell at the Adult Detention Center. Total Project Cost: $18,197.00
Les Payne, Interim Public Works Director, elaborates. **15:38**
Commissioner Weber made a **MOTION** to approve Contract 20-02: bid proposal from Marathon Engineering Corporation, to repair the padded cell, located at the Cascade County Adult Detention Center, for the total price of $18,197.00.
Motion carries 2-0 **17:57**

AGENDA ITEM #3 18:05

Motion to Approve or Disapprove:
Resolution 20-04: A Resolution Adopting Policy 20-01 regarding Fire Board Trustee Appointments.
Carey Ann Haight, Deputy County Attorney, elaborates. **18:27**

Chairman Larson stated he would like to see this item tabled to have time to review and have comment from the public. **20:24**
Commissioner Weber stated that written comments were received from Debra Eve, Alan Tresemer, and Ryan Burke. **20:47** *(See Exhibit A, B, and C)*
Commissioner Weber also stated that she received phone calls from Tony Spek and Boyd Stanley from Ulm. **21:15**
Commissioner Weber explains the purpose of the resolution and why it was drafted. **22:55**
Tom O'Hara, 166 Whitetail Lane, Ulm, comments. **25:16 – 28:14**
Craig Askeland, PO Box 3, Fort Shaw, comments. **28:25 – 32:48**
Leonard Lundby, 101 Manchester Lateral, comments. **33:05 – 36:13** *(See Exhibit D)*
John Romanesko, 1815 Tiger Butte Road, comments. **37:59 – 41:03**
John Paul, 2704 4th Avenue North, comments. **41:21 – 43:16**
Travis Johnson, 152 Belt Creek Road, comments. **43:31 – 45:15**
Eugene Cantley, 7179 US Highway 89, comments. **45:28 – 49:18**
Ray Eklund, 106 Cove Lane, comments. **49:37 – 53:21**
Daniel Vanisko, 1122 1st Avenue North, comments. **53:43 – 55:02**
Howard Schneider, 68 Bend View Lane, comments. **55:07 – 58:22**
Amanda Russell, 46 East Country Lane, comments. **58:33 – 1:01:54**
Kenneth Hanks, 3805 7th St #74, comments. **1:02:00 – 1:04:11**
Eugene Cantley, 7189 US Highway 89, comments. **1:04:17 – 1:05:43**
Commissioner Weber made a **MOTION** to table this item until the next regularly schedule Commission Meeting which will be held on Tuesday, January 28, 2020. **1:07:27**
Motion carries 2-0 **1:07:41**

AGENDA ITEM #4 **1:07:57**
Motion to Approve or Disapprove:
Final Plat Approval: Manchester Industrial Park, Phase 3 Major Subdivision
Initialed by: Dave Campbell, Active Investors, Inc.
Sandor Hopkins, Interim Planning Director, states that the condition of having the Vaughn Volunteer Fire Department approve was not completed. **1:08:15**
Commissioner Weber made a **MOTION** to postpone this item until all conditions have been satisfied. **1:08:58**
Motion carries 2-0 **1:09:24**

Public Participation in decisions of the Board and allowance of public comment on matters the Commission has jurisdiction, on items not covered by today's agenda. (MCA 2-3-103)

Public Comment: None.

Adjournment: Chairman Larson adjourned this Commission Meeting at **10:40 a.m.**

CASCADE COUNTY SPECIAL COMMISSION MEETING
JANUARY 15, 2020
COMMISSION CHAMBERS
COURTHOUSE ANNEX, ROOM #111
1:30 PM

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 Recorders Office. This is a written record of the meeting to reflect all the proceeding of the Board. MCA 7-2-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on January 28, 2020.

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

Present: Carey Ann Haight – Deputy County Attorney, Bonnie Fogerty – Commission, Marie Johnson and Kyler Baker – Deputy Clerk and Recorder's

Public: Jenn Rowell – media

Chairman Larson called the meeting to order at 1:30 p.m.

1. **Motion to Approve or Disapprove:**
   Contract 20-04: Interlocal Agreement with the Supreme Court of the State of Montana for pre-trial safety assessment services. **00:18**
   Carey Ann Haight, Deputy County Attorney, elaborates. **00:24**
   Commissioner Weber made a **MOTION** to approve Contract 20-04: Interlocal Agreement with the Supreme Court of the State of Montana for pre-trial safety assessment services. **03:37**
   Motion carries 2-0 04:11

Public comment on any public matter that is not on the meeting agenda and that is within the Commissioners' jurisdiction.
Commissioner Weber stated she received an email from Al Rollo about DNRC land in Fox Farm. **05:07** *(See Exhibit A)*

Adjournment: Chairman Larson adjourned this special meeting at 1:37 p.m.

DRAFT

CASCADE COUNTY WORK SESSION MINUTES

COMMISSION CHAMBERS COURTHOUSE ANNEX

January 22, 2020 – 2:00 P.M.

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Recorders Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). **Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment.** This written record is in draft form until officially approved on January 28, 2020.	COMMISSION MINUTES JOURNAL # 60
Board of Cascade County Commissioners: Chairman James L. Larson, Commissioner Jane Weber Excused: Commissioner Joe Briggs	
Staff Present: Rina Fontana Moore – Clerk & Recorder, Tanya Harshaw – DES, Ron Scott – DES Coordinator, Sandor Hopkins – Interim Planning Director, Mary Embleton – Budget Officer, Bonnie Fogerty – Commission Office, Marie Johnson and Kyler Baker – Deputy Clerk & Recorder's	
Public Members Present: Jenn Rowell	
Chairman Larson opened the work session meeting at 2:00 pm	
Treasurer's Report	
Consent Agenda Items:	**Department:**
Contract 20-05: Cooperative Law Enforcement Agreement Annual Operating Plan & Financial Plan between the Cascade County Sheriff's Office and the USDA, Forest Service Helena-Lewis & Clark National Forest. Agreement #18-LE-11015600-029 MOD 002. (2020 Annual Plan) Effective until December 31, 2020. Total Amount: $3,500.00 *(renewal)*	Sheriff's Office **00:21**
Contract 20-06: Sales Contract between James Harris from Cookeville, TN and Cascade County. Purpose: Purchasing "Dutch" a German Shepherd dog for the purpose of narcotics detection in Cascade County. Expected Delivery: March 2, 2020. Total Cost: $8,950.00 (Sheriff's Legacy Foundation)	Sheriff's Office **01:21**
Contract 20-07: 2020 Montana Internet Crimes Against Children Task Force Grant Award Grant Number: 2018-MC-FX-K006. Funding Cycle: October 1, 2019 – September 30, 2020. Total Reimbursable Amount: $6,788.00. This is "Year 2" of a 3 year continuation grant.	Sheriff's Office **03:29**

AGENDA ITEM #1 **04:28**
Approve or Disapprove:
Resolution 20-04: A Resolution Adopting Policy 20-01 Regarding Fire Board Trustee Appointments.

AGENDA ITEM #2 **05:43**
Approve or Disapprove:
Final Plat Approval
Rolling Meadows Phase 3 Major Subdivision *Initiated by Bob & Gale Morgan, Bonesteel, LLC*

AGENDA ITEM #3 **07:12**
Approve or Disapprove:
Presentation
Fox Farm State Lands – Al Rollo

Added Items: Rina Fontana Moore brought forth Resolution 20-05: Veterans Headstone Setting Allowance **08:44**

Adjournment: Chairman Larson closed the work session meeting at 2:11 p.m.

January 28, 2020 Resolution 20-05

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:	**Veterans Headstone Setting Allowance**
INITIATED BY:	**Cascade County Clerk & Recorder**
ACTION REQUESTED:	**Approval of Resolution #20-05**
PRESENTED BY:	**Rina Fontana Moore** **Cascade County Clerk & Recorder**

SYNOPSIS:
The Cascade County Clerk & Recorders' Office is requesting that the headstone setting allowance for Veterans be raised to $100 for all cemeteries in Cascade County. The Montana State Veterans Cemetery raised the headstone setting fee to $100, effective January 1, 2020. To keep uniformity across the county, we are requesting that the fees be raised to $100 for all cemeteries within the county of Cascade.

RECOMMENDATION:
Approval of Resolution 20-05.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:
Mr. Chairman, I move the Cascade County Commission **APPROVE** Resolution 20-05 and allow the Cascade County Clerk & Recorder to raise the headstone setting allowance for Veterans to $100 to include all cemeteries within Cascade County.

MOTION TO DISAPPROVE:
Mr. Chairman, I move the Cascade County Commission **DISAPPROVE** Resolution 20-05 and allow the Cascade County Clerk & Recorder to raise the headstone setting allowance for Veterans to $100 to include all cemeteries within Cascade County.

January 28, 2020 **Contract 20-05**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	**Annual Operating Plan & Financial Plan USDA Forest Service and the CCSO**
INITIATED & PRESENTED BY:	**Captain Scott Van Dyken Cascade County Sheriff's Office**
ACTION REQUESTED:	**Approval of Contract 20-05**

BACKGROUND:
Under the provisions of the Cooperative Law Enforcement Agreement #18-LE-11015600-029 that was executed on February 27, 2018, this is a reimbursement operating plan.
There is a 2020 Total Annual Operating Plan of $3500.00.

TERM:	The 2020 Operating Plan expires 12/31/2020
AMOUNT:	Reimbursement to CCSO $3500.00
RECOMMENDATION:	Approval of Contract 20-05

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chairman, I move that the Commission **APPROVE** Contract 20-05, 2020 Annual Operating Plan with USDA Forest Service and the CCSO.

MOTION TO DISAPPROVE:
Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-05, 2020 Annual Operating Plan with USDA Forest Service and the CCSO.

CONTRACT

20-05

FS Agreement No. 18-LE-11015600-029 MOD 002

Cooperator Agreement No.

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT
ANNUAL OPERATING PLAN & FINANCIAL PLAN
Between
Cascade, County Of
And the
USDA, FOREST SERVICE
Helena-Lewis and Clark National Forest

2020 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between Cascade, County Of, hereinafter referred to as "the County Sheriff's Office," and the USDA, Forest Service, Helena-Lewis and Clark National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #18-LE-11015600-029 executed on February 27, 2018. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning upon execution and ending December 31, 2020.

2020 Total Annual Operating Plan: $3,500.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Designated Representatives Principal Contacts:

County
Scott VanDyken, Captain
Cascade County Sheriff/Coroner's Office
3800 Ulm N. Frontage Road
Great Falls, MT 59404
Phone: (406) 454-6820
Email: svandyken@cascadecountymt.gov

Forest Service
Charlie Wilson, Patrol Captain
Northeast Zone Law Enforcement
Helena-Lewis and Clark National Forest
2880 Skyway Drive
Helena, MT 59602
Phone: (406) 449-5477
Email: ckwilson@fs.fed.us

Alternate Representatives:

County

Lisa Jo Andis, Accountant
Cascade County Sheriff's
Administrative Financial Assistant
3800 Ulm N. Frontage Road
Great Falls, MT 59404
Phone: (406) 454-6832
Email: landis@cascadecountymt.gov

Corey Reeves, Undersheriff
Cascade County Sheriff's Office
3800 Ulm N. Frontage Road
Great Falls, MT 59404
Phone: (406) 454-7683
Email: creeves@cascadecountymt.gov

Forest Service

Tony Fedele & Corey Scevers
Law Enforcement Officer
Northeast Zone Law Enforcement
2880 Skyway Dr. & 415 Front Street
Helena, MT 59602 & Townsend, MT 59644
Phones: (406) ; (406) 250-4994

Zac Norris
Law Enforcement Officer
920 NE Main Street
Lewistown, MT 59457
Phone: (406) 538-1913 Cell (406) 380-0497

Kevin Arnold, Law Enforcement Officer
Northeast Zone Law Enforcement
1102 Main Ave. NW
Choteau, MT 59422
Phone: (406) 466-5341 Cell (406) 431-8071

Jackie Clark
U.S. Forest Service, Northern Region, LE&I
1801 North 1st Street
Hamilton, MT 59840
Phone: (406) 363-7108
Email: jackie.clark3@usda.gov

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

$0.585/mile patrolled
Per diem rate is $00/day
Wages at the prevailing rate of $(see below)/hour plus fringe benefits for the individual officer.

Full-time sworn Officers Overtime wages are at the rate (with fringe benefits) of **$41.34 - $56.76 hour** (overtime rate only – all officers already on regular 8 hours).

*Range of rates dependent upon full-time sworn officer position, i.e., Sergeant, Patrolman I, II, III, or Patrolman Prob. (full time).

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the County Sheriff's Office and the U.S. Forest Service. Ample

time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

- Dry Fork Road #120
- Camp Rotary Road #1049
- Belt Park Road #6511
- Harley Creek Road #834
- Logging Creek Road #253
- Divide Road # 839
- Chamberlain Road #3323
- Jefferson Creek Road #267
- Ruby-Henn Road #613
- Carpenter Creek Road #3328
- Lick Creek Road #67

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

- Logging Creek Campground
- Aspen Campground
- Many Pines Campground
- Kings Hill Campground and Rental Cabin
- Kings Hill Winter Recreation Area Parking Lot
- Showdown Ski Area
- Dispersed Camping Areas and sites along and adjacent to Dry Fork Road #120
- Dispersed Camping Areas and sites along and adjacent to Logging Creek Road #253

Total reimbursement for this category shall not exceed the amount of: **$3,500.**

III. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

All equipment purchases need to be pre-approved by the Patrol Captain.
Total reimbursement for this category shall not exceed the amount of: **49% of the total.**

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the County Sheriff's Office whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the County Sheriff's Office agrees to provide special services beyond those provided under Section II-A, within the County Sheriff's Office resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The County Sheriff's Office will be compensated as outlined in Addendum A; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, or an official from the Incident Management Team managing the incident, County Sheriff's Office personnel directly assigned to an incident where meals are provided will be entitled to such meals.

   Addendum A (attached) provides the specific information on the procedures and requirements for billing and requesting fire reimbursements from the U.S. Forest Service. Any questions or clarifications necessary concerning incident/fire emergencies should be directed to Tracey Nimlos, Regional Incident Business Coordinator at (406) 329-3331, tnimlos@fs.fed.us.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

A. The County Sheriff's Office will furnish **monthly** to the U.S. Forest Service, an itemized billing for reimbursement and a completed Cooperative Law Enforcement Activity Report (FS 5300-5). The billing shall include the U.S. Forest Service Agreement number, the section of the Annual Operating Plan the reimbursement is being requested under, and include such items as the number of trips, total mileage, Resource Order number if applicable, etc., and shall be in sufficient detail to allow the U.S. Forest Service to tie the expenditures back to the reimbursable expenses. For expenditures pursuant to conditions described in provision V-B-2 (Incident/Fire Emergencies) see Addendum A. The County Sheriff's Office should certify the billings as being current and proper.

B. All invoices for 2020 activities must be submitted no later than March 31, 2021 to be considered for reimbursement.

C. The County Sheriff's Office will also furnish **monthly** to the U.S. Forest Service, a patrol log by each officer performing patrols pursuant to this Annual Operating Plan. This patrol log shall show the name of the deputy performing the patrol, dates the patrols were performed, and the reference to the Annual Operating Plan section for the patrol. Other items of format shall be mutually agreed upon.

The invoice and patrol logs should be forwarded as follows:

Submit original invoice(s) for payment to:
U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109 **OR:**
FAX: (877) 687-4894 **OR:**
PREFERRED METHOD:
Email: asc_ga@fs.fed.us

Submit copies of invoice(s) and patrol logs to:
Charlie Wilson, Patrol Captain
Helena National Forest
2880 Skyway Drive
Helena, MT 59602
Phone: (406) 449-5477
Email: ckwilson@fs.fed.us

D. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$3,500.00	NA
Equipment		49%
Total	**$3,500.00**	

CONTRACT

20-05

E. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

JAMES L. LARSON, Chairman — Date
Cascade County Commissioner

JOE BRIGGS, Member — Date
Cascade County Commissioner

JANE WEBER, Member — Date
Cascade County Commissioner

1/13/20

JESSE SLAUGHTER, Sheriff — Date
Cascade County

WILLIAM AVEY, Forest Supervisor — Date
U.S. Forest Service, Helena-Lewis and Clark National Forest

SCOTT BRAGONIER, Special Agent in Charge — Date
U.S. Forest Service, Northern Region

The authority and format of this agreement have been reviewed and approved for signature. 18-LE-11015600-029 Cascade County Sheriff's Office

MATTHEW GORDON — Digitally signed by MATTHEW GORDON Date: 2020.01.10 12:50:04 -07'00'

MATT GORDON — Date
U.S. Forest Service Grants Management Specialist

Helena-Lewis and Clark National Forest

Receive	RX Tone	Transmit	TX Tone	Name
171.7		171.7	123.0	LC WEST
171.5		171.5	123.0	LC EAST
171.5		164.0	123.0	PORPHYRY
171.5		164.0	103.5	MONUMENT
171.5		164.0	131.8	ELK PEAK
171.5		164.0	156.7	BIG BALDY
171.5		164.0	146.2	MT HIGH
171.5		164.0	114.8	WEST PK
171.5		164.0	107.2	SUNLIGHT
171.5		164.0	110.9	HWD BALDY
171.5		164.0	100.0	GREATHOUSE PEAK
171.7		164.2	103.5	HALF DOME
171.7		164.2	114.8	MT WRIGHT
171.7		164.2	156.7	PRAIRE REEF
171.7		164.2	131.8	RENSHAW
171.7		164.2	146.2	STEAMBOAT
171.1375		171.1375	123.0	HNF DIRECT
171.1375		164.15	100.0	ELK MOUNTAIN
171.1375		164.15	131.8	DUCK CREEK
171.1375		164.15	146.2	PARK PEAK
171.1375		164.15	103.5	HOGBACK
171.1375		164.15	141.3	GATES
171.1375		164.15	110.9	MACPASS
171.1375		164.15	167.9	GRANITE
171.1375		164.15	192.8	STONEWALL
171.1375		164.15	114.8	OGDEN
171.1375		164.15	123.0	SILVER KING

Cascade CSO

Receive	RX Tone	Transmit	TX Tone	Name
154.71		155.64	151.4	744 LOCAL
154.04		156.015	141.3	744 CEN
154.77		155.58	151.4	744 EAST
154.77		155.58	162.2	744 WEST

Addendum A
Region One Fire Emergency Language & Billing Protocol
Coop Law Enforcement Agreements / Annual Operating Plan

Fire Emergencies:

During fire emergencies, the U.S. Forest Service will reimburse the County for ACTUAL COSTS incurred for providing assistance requested by either the Agency Administrator or Incident Commander.

Reimbursement for personnel wages and services are based upon the information in the resource order and must identify the number of road blocks, number of personnel required, hours and time frame required and must be ordered by the Incident Commander or Agency Administrator. A copy of the resource order generated for the request for assistance will be provided by U.S. Forest Service dispatch to the County. It is critically important that the IMT, Agency Administrator, and the Sheriff /County Official agree to what emergency services are needed and listed in the Resource Order and Incident Action Plans for each day until this resource is no longer required.

Upon request of the Agency Administrator or Incident Commander, a County designated Liaison(s) to the fire incident(s) may be established. The liaison will be requested via an incident resource order. The Liaison(s) primary duties, on behalf of the County Sheriff, will be to attend public meetings, planning and IC meetings. Eligible costs for reimbursement will include personnel time and mileage when fulfilling the liaison duties.

If meals are provided for county officials by the incident, they will be given in lieu of any per diem entitlements.

Administrative support (e.g. posting incident time, bill preparation, etc.) will be reimbursed on an actual cost basis. The County will prepare and submit an itemized accounting of actual cost as part of the reimbursement request.

What is not eligible for reimbursement?
1. Law enforcement duties that are within the county's normal jurisdictional responsibilities such as enforcement, patrols, evacuations. 2. Automotive repairs, tires, and services are covered in the mileage rate.

Billing Protocol:
Documentation required to be submitted by the County to the U.S. Forest Service for payment processing:

- Resource Order. Resource order will state what kind of assistance is ordered, how many people requested, and the time period for the services as ordered by the IC or Agency Administrator.
- Copy of Law Enforcement Agreement and Annual Operating Plan.
- DUNS number.
- Breakout of actual costs:
    - Salary – Daily Crew Time Reports or timesheets of personnel signed by an Incident Management Team official, and Payroll Summary Report by hours and rate of pay per person per day.
    - Supplies – Copies of receipts with date and description of items purchased and FS authorization (S# or U.S. Forest Service Signature) for purchase.
    - Mileage – Summary by day by vehicle and personnel using the vehicle.

For questions concerning incident/fire emergencies, please contact Tracey Nimlos, Regional Incident Business Coordinator at (406) 329-3331 (tnimlos@fs.fed.us). Bills will be submitted to: Tracey Nimlos, Incident Business Coordinator, U.S. Forest Service, Fire/Aviation/Air, 26 Fort Missoula Rd, Missoula, MT 59804.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not 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 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

January 28, 2020 **Contract 20-06**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	**Sales Contract for Police Canine between James Harris & the CCSO**
INITIATED & PRESENTED BY:	**Undersheriff Cory Reeves Cascade County Sheriff's Office**
ACTION REQUESTED:	**Approval of Contract 20-06**

BACKGROUND:
The Cascade County Sheriff's Office has contracted with James Harris of Cookeville, Tennessee to purchase a German Shepherd dog "Dutch" for the purpose of narcotics drug detection in Cascade County.

TERM:	**Expected Delivery Date is March 2, 2020**
AMOUNT:	$8950.00 (Sheriff's Legacy Foundation)
RECOMMENDATION:	Approval of Contract 20-06

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chairman, I move that the Commission **APPROVE** Contract 20-06, Sales Contract for Police Canine between James Harris and the Cascade County Sheriff's Office.

MOTION TO DISAPPROVE:
Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-06, Sales Contract for Police Canine between James Harris and the Cascade County Sheriff's Office.

CONTRACT

20-06

SALES CONTRACT FOR POLICE CANINE

THIS AGREEMENT made and entered into this 15 day of January, 2020, by and between, James Harris (herein referred to as "Seller"), located at 3401 Manassas Road, Cookeville, Tennessee, and Cascade County through the Cascade County Sheriff's Office, a corporate political subdivision of the State of Montana (herein referred to as "Buyer"), collectively referred to as the "parties."

RECITALS

WHEREAS, Buyer desires to possess and use one canine trained in the areas of narcotics detection, tracking and obedience for law enforcement purposes; and

WHEREAS, Seller is in the business of selling and training said canines; and

WHEREAS, Buyer wants to purchased said canine from Seller.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency and receipt of which is hereby acknowledged, it is agree by and between the parties as follows:

1) **Agreement**

UPON PAYMENT of the sum of $8950.00 (Eight Thousand Nine Hundred Fifty Dollars) paid by Buyer to Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following dog (the "Dog") to Buyer:

Name of Dog: Dutch (Rom)

Breed: German Shepherd | Color: Sable

Date of Birth: October 05, 2018 | Sex: Male

Registration # (if any): **Chip#616 093 900 655 630**

Deposit, Payment of Purchase Price, Fees

Buyer has paid a deposit of zero dollars (approved by James Harris, the seller), with payment of the balance of $8950.00 (eight thousand nine hundred fifty dollars) due upon release of the dog to the Buyer. The expected delivery date is March 02, 2020, or such other date as the parties may mutually agree. Payment of the balance may be made by department check.

2) Transfer of Ownership

Upon payment in full of the Purchase Price, Seller will promptly take all actions required to officially transfer ownership, passports, and medical records of the dog to Buyer.

3) Seller's Representations and Warranties

Seller represents and warrants to Buyer that:

a) Seller is the legal and true owner of the dog and that Seller has full right and authority to sell the dog.
b) The dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
c) The dog is in good health and free of communicable diseases at the time of sale. Once the sale is complete, Buyer will be solely responsible for dog's medical expenses. Seller will provide a one (1) year health guarantee for life-threatening health issues that are congenital. Illnesses must be documented in writing by a licensed veterinarian that indicate that the dog had the congenital disease at the time of birth. The guarantee will be good for one (1) year from the date of the sale. The guarantee will replace the dog with a dog of equal value but no money will be refunded. Any diseases or injuries that occur at the poor care or handling of the Buyer will not be covered by Seller and will void this contract.

   The dog will be tested and trained to find specific narcotics requested by Buyer, (cocaine, heroin, and methamphetamine). The dog will be trained to track human odor in a search and rescue style training. The dog will be rewarded with verbal praise, food reward or toy. The dog will not be trained to bite or be aggressive at the end of track, however Seller will not be responsible for any injuries that may occur from poor handling by the Buyer or the reaction of the victim. The workability of the dog will be guaranteed for the life of the dog as long as the Buyer keeps the dog properly trained and well documented training logs by Buyer's trainer, supervisor or handler. A dog that is traumatized by an event or injury out of Seller's span of control, could jeopardize the dog's workability and could void the work guarantee. (example: dog is shot in the line of duty, a fall during a track, etc.)

4) Indemnity and Release

Buyer releases Seller from any and all liability, costs or damages caused by the dog after placement with Buyer, including but not limited to damage to or destruction of property, and injury to any person.

5) **Entire Agreement**

This Agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

6) **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.

7) **Public Access to Information**

Seller acknowledges that Buyer is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety. The parties agree to confer prior to disclosure of information relating to this Agreement and its performance which may include protected information.

8) **Choice of Law**

The parties agree that jurisdiction and proper venue exist in the Eighth Judicial District, Cascade County, Montana located in Great Falls, Montana. This Agreement will be construed under and governed by the laws of the State of Montana.

9) **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.

10) Severability

If any part of this Agreement is hereafter held to be void, illegal, or unenforceable, the validity of the remaining portions or provisions will remain in effect.

11) Time is of the Essence

Time is specifically declared to be of essence of this Agreement, and of acts required to be done and performed by the parties.

CONTRACT
20-06

12) Successors & Assigns

This Agreement shall inure to the benefit of and is binding upon any successors and assigns of the parties.

13) 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.

14) Designated Contacts

The following named individuals will serve as designated contacts for each of the parties, for all communication regarding the performance of this Agreement:

SELLER CONTACT	BUYER CONTACT
James Harris 3401 Manassas Road Cookeville, Tennessee 38506 Phone: (931) 260-3598 Email: jharris@cookeville-tn.org	Captain Scott Van Dyken Cascade County Sheriff's Office 3800 Ulm North Frontage Road Great Falls, MT 59404 Phone: (406) 454-6833 Email: svandyken@cascadecountymt.gov

IN WITNESS WHEREOF, the parties have executed and signed this Agreement as of the date written above.

SELLER

James D Harris

James Harris

1-15-2020

Date

CASCADE COUNTY SHERIFF'S OFFICE

Jesse Slaughter, Cascade County Sheriff

01-15-2020

Date

January 28, 2020 **Contract 20-07**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	**Montana Internet Crimes Against Children Task Force 2020 Grant Award**
INITIATED & PRESENTED BY:	**Sheriff Jesse Slaughter** **Cascade County Sheriff's Office**
ACTION REQUESTED:	**Approval of Contract 20-07**

BACKGROUND:
The Cascade County Sheriff's Office is seeking approval to accept the Montana Internet Crimes against Children Task Force 2020 Grant Award. This is a **reimbursement grant** for the below listed time frame. The Office of Juvenile Justice & Delinquency Prevention (OJJDP) approved our application for the 2018 Internet Crimes Against Children Task Force Continuation Grant on September 27, 2018. The award number is 2018-MC-FX-K006, for accounting purposes the CFDA number is: 16.543.

TERM:	The 2020 Grant Funding Cycle expires 9/30/2020
AMOUNT:	Reimbursement to CCSO $6788.00
RECOMMENDATION:	Approval of Contract 20-07

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chairman, I move that the Commission **APPROVE** Contract 20-07, Montana Internet Crimes Against Children Task Force 2020 Grant Award.

MOTION TO DISAPPROVE:
Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-07, Montana Internet Crimes Against Children Task Force 2020 Grant Award.

CONTRACT

20-07

Montana Internet Crimes Against Children Task Force

Gary Seder, Bureau Chief
ICAC Manager

PO Box 201417
Helena, MT 59620
(406) 444-9759

DATE: January 16, 2020

TO: Cascade County Sheriff's Office
Attn: Sheriff Jesse Slaughter
Great Falls, Montana

RE: 2018 Internet Crimes Against Children Task Force Grant Award

The Office of Juvenile Justice & Delinquency Prevention (OJJDP) approved our application for year 2 of the 3 year Internet Crimes Against Children Task Force Continuation Grant. The award number is 2018-MC-FX-K006, for accounting purposes the CFDA number is: 16.543. This grant funding cycle is for all reimbursements from October 1, 2019 through September 30, 2020.

Funds can be reimbursed for overtime, supplies and Training/meetings. The funds are divided specifically between those areas and amounts cannot exceed what is allowed. These funds are divided amongst all participating agencies for pre-approved costs. The funds below are already pre-approved. Additional reimbursements are made upon request and availability of remaining grant funds. Expenditures outside of this letter must be pre-approved via email only, authorizing the expense and prior to the expenditure, in order to be reimbursed. Per the MOU and ICAC standards cost reimbursements will only be made as allowed by the State of Montana Policies. The amount dedicated to your agency for this time period, utilizing funds from the ICAC Grant is $6788.00. The funds are for ICAC purposes only and may be used to cover your expenses as outlined below:

$ 5000.00	ICAC Overtime.
$ 1788.00	ICAC monthly Internet service

The Montana Department of Justice, Division of Criminal Investigation reserves the right to adjust ICAC funding of any of our affiliates as needed to address any unforeseen expenses which may occur. The affected affiliate[s] will be contacted prior to any funding changes being made.

Thank you and please don't hesitate to contact me with any questions you may have.

Gary Seder, Bureau Chief
MT DOJ/DCI
Montana ICAC Program Manager

January 28, 2020 **Agenda #1**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	**A RESOLUTION ADOPTING POLICY 20-01 REGARDING FIRE BOARD TRUSTEE APPOINTMENT AND TERM ELIGIBILITY**
INITIATED & PRESENTED BY:	**Cascade County Attorney's Office**
ACTION REQUESTED:	**Approval of Resolution 20-04**

BACKGROUND:
Montana law authorizes the Board of County Commissioners to established rural fire districts in unincorporated areas in Cascade County, Montana. In establishing the rural fire districts, the Board of County Commissioners is also empowered to appoint qualified trustees to govern and a manage the fire district. Pursuant to MCA § 7-33-2105, the powers and duties of the trustees includes, but is not limited to, the authority to provide adequate and standard firefighting and emergency response apparatus, equipment, personnel, housing, and facilities, including real property and emergency medical services and equipment, for the protection of the district. The fire chief also serves under the direction of the trustees, pursuant to MCA § 7-33-2001. To date, the Board of County Commissioners has not established a formal written policy regarding selection criteria for the appointments it makes for fire board trustees. So as to avoid conflicts of interest and otherwise formalize the selection criteria for appointments and term eligibility for such appointments the Board of County Commissioners is presented with Policy 20-01 regarding fire board trustee appointments and term eligibility.

This resolution was tabled at the January 14, 2020 commission meeting, scheduled for review at the January 28, 2020 commission meeting.

RECOMMENDATION: Approval of Resolution 20-04.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chairman, I move that the Commission **APPROVE** Resolution 20-04, a Resolution Adopting Policy 20-01 Regarding Fire Board Trustee Appointment and Term Eligibility.

MOTION TO DISAPPROVE:
Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution 20-04, a Resolution Adopting Policy 20-01 Regarding Fire Board Trustee Appointment and Term Eligibility.

BEFORE THE BOARD CASCADE COUNTY COMMISSIONERS

A RESOLUTION ADOPTING POLICY 20-01
REGARDING FIRE BOARD TRUSTEE
APPOINTMENT AND TERM ELIGIBILITY

RESOLUTION 20-04

WHEREAS, the Board of County Commissioners has, pursuant to MCA § 7-33-2101, has established several rural fire districts in unincorporated areas in Cascade County, Montana; and

WHEREAS, pursuant to MCA § 7-33-2104, whenever the Board of County Commissioners establishes a fire district, it shall appoint five (5) qualified trustees to govern and a mange the fire district; and

WHEREAS, pursuant to MCA § 7-33-2105, the powers and duties of the trustees includes, but is not limited to, the authority to provide adequate and standard firefighting and emergency response apparatus, equipment, personnel, housing, and facilities, including real property and emergency medical services and equipment, for the protection of the district; and

WHEREAS, pursuant to MCA § 7-33-2001(3), the fire chief serves under the direction of the trustees; and

WHEREAS, the Board of County Commissioners has not established a formal written policy regarding selection criteria for the appointments it makes for fire board trustees; and

WHEREAS, given the powers and duties the fire board trustees have under statute, the Board of County Commissioners desires to establish a formal policy setting forth their selection criteria for appointments and term eligibility for such appointments;

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners establishes, effective immediately, "Fire Board Trustee Appointment and Term Eligibility" attached hereto as of this date.

Passed and adopted this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY, MONTANA

_____
James L. Larson, Chairman

_____
Jane Weber, Commissioner

_____
Joe Briggs, Commissioner

Attest

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

_____
Rina Fontana Moore, Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

_____
DEPUTY COUNTY ATTORNEY

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

CASCADE COUNTY POLICY 20-01
FIRE BOARD TRUSTEE APPOINTMENT AND TERM ELIGIBILITY

The following criteria have been adopted by Cascade County to establish formal criteria for appointment and term eligibility as a Fire Board Trustee:

1. Unless otherwise provided by law, the person must be a citizen of the United States and a resident of the county.
2. The person must be an elector qualified to vote under state law, as defined by MCA § 13-1-101, and a resident in the district or holder of title to lands within the district pursuant to MCA § 7-33-2106.
3. So as to avoid a conflict of interest created by a personal interest that could give rise to an appearance of impropriety, the person must not concurrently be an employee or volunteer fire-fighter of the district.
4. Should a person appointed as fire board trustee fail during the term of their appointment to maintain the qualifications required under 1, 2 and 3 hereof, the Board of County Commissioners may move to rescind the trustee's appointment for cause.

January 28, 2020 **Agenda #2**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	**Public Meeting for Final Plat Approval of Rolling Meadows Phase 3 Major Subdivision**
INITIATED BY	**Bob & Gale Morgan, Bonesteel, LLC**
ACTION REQUESTED	**Final Plat Approval for Rolling Meadows Phase 3 Major Subdivision**
PRESENTED BY	**Sandor Hopkins, Interim Planning Director**

BACKGROUND: Bob & Gale Morgan, Bonesteel, LLC, request final plat approval for Rolling Meadows Phase 3 major subdivision that will create fourteen (14) residential lots ranging in size from 1.30 acres to 2.23 acres and one (1) utility lot, 0.54 acres. The property lies within the Mixed Use (MU) zoning district and the total acreage of the proposed site is 28.30 acres. Access to the proposed subdivision utilizes two separate ingress/egress from West Ulm Road, Ponderosa Drive and Caragana Drive, and Lots 3N and 3M are served by separate approaches from Ulm-Vaughn Road. This subdivision was reviewed and approved by the Department of Environmental Quality for water, wastewater, and stormwater on December 19, 2019. This application received preliminary plat approval from the County Commission on June 26, 2018. The developer later sought a subdivision variance request from modern County Subdivision Road Standards to utilize existing roads and infrastructure that met County Standards when the subdivision was originally developed in 1996. This variance request was granted by the County Commission on December 11, 2018. The preliminary plat approval had nineteen (19) conditions that needed to be met prior to final plat approval, except as noted by variance, as 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. 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 (M.C.A. 76-3-612);

4. Causing to be recorded in conjunction with the final plat the covenants of the Major Plat that contain, at a minimum, a noxious weed control program, an erosion control program, a limit to livestock and pets, a provision prohibiting commercial or industrial uses, and that impose upon all landowners the exclusive responsibility to improve and maintain the public rights of way created by and indicated on the subdivision plat;

5. Causing to be recorded in conjunction with the final plat homeowners' association documents with sufficient authority and procedural mechanisms to administer,

   enforce, and fund the perpetual maintenance and discretionary improvement of the public rights of way created by and indicated on the subdivision plat;

6. Causing to be recorded on the plat a statement concerning limited public services;

7. 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;

8. Causing to be recorded on the plat an Agriculture Notification statement;

9. A certificate of waiver of park land dedication and acceptance of cash in lieu thereof statement placed on the plat;

10. 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 West Ulm Road, Ulm-Vaughn Road, or any county road in the vicinity used to access the major subdivision, Rolling Meadows Phase 3, or any other 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 equitable in such an RSID. This waiver shall 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.

11. Design, construction, inspection, and certification, by a licensed professional engineer, of all internal private roads and cul-de-sacs to Cascade County Subdivision Road Specifications, as well as the purchase and installation of all required street signs and stop signs. All of the above items to be at the developer's expense and to be completed prior to the approval of the final plat.

12. The inclusion on the major plat a statement provided by Cascade County certifying the status of the internal subdivision roads.

13. The inclusion of setbacks in the covenants as required by the Cascade County Zoning Regulations;

14. Montana Department of Environmental Quality (MDEQ) Certificate of Subdivision Approval (COSA) shall be submitted with the final plat;

15. Cause to be filed with final plat a Declaration of Covenant that declares that all of the properties described shall be held, sold, and conveyed subject to the following covenant which shall run with the real property and be binding on all parties having any heirs, successors and assigns, and shall bind each owner thereof. The covenants may be revoked for any or all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County;

16. Modification of existing irrigation tank installed on-site, properly maintained and equipped with the proper appurtenances for the Ulm Volunteer Fire Department to use for firefighting at all times. Provide the developers install and the homeowners association maintain an accessible approach for access to the cistern at all times. The modification of the tank, with a maximum capacity of 120,000, will allow it to maintain a minimum of 17,000 gallons for fire suppression services;

17. The homeowners association shall be responsible for the continual maintenance of the equipment subject to adequate inspections by the Fire Chief of the Ulm Volunteer Fire Department to insure the equipment is being property maintained;

18. MDEQ approval for the proposed site grading and drainage and stormwater conveyance system shall be submitted prior to final plat approval. Additionally, final engineering plans, stamped by a professional engineer in the State of Montana, shall be submitted to the Cascade County Planning Division with the final plat submittal;

19. A copy of the MDEQ General Discharge Permit for Stormwater associated with construction activity shall be submitted prior to final plat approval, if applicable.

CONCLUSION: The proposed subdivision meets the requirements of the Cascade County Subdivision Regulations, except where noted by approved variance, 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 Rolling Meadows Phase 3 major subdivision.

MOTION TO APPROVE: I move that the Commissioners after consideration of the Staff Report and Findings of Fact **approve** The Final Plat for Rolling Meadows Phase 3 major subdivision due to the nineteen (19) conditions being met.

cc: Bob & Gale Morgan, Bonesteel, LLC
Tony Prothero, J-T Engineers
Jeremy Milburn, Arrow Creek Surveying
Mike Rausch, Browning, Kaleczyc, Berry & Hoven, P.C.

Attachments: Final Plat Application

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 #: _____ Fee for Major: $400

Date Form Received: 1/13/2020 Payment: Check (#) 1270 Cash ____ N/A ____

Type of Subdivision: Major Final Approval/Rejection Date: _____

Date: 1-13-2020

1. Name of Subdivision: ROLLING MEADOWS

2. Location: SW 1/4 Section 32 Township 20 Range 2E
For Amended Plats: Lot(s) _____ Block(s) _____ Subdivision

3. Name of Subdivider: BOB AND GALE MORGAN, BONESTEEL, LLC

Mailing Address: PMB 106 1720 10th Ave S, Ste 4

City: GREAT FALLS State: MT Zip: 59405 Phone #: 406-590-7253

4. 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): TONY PROTHERO J-T ENGINEERING

Mailing Address: PO Box 7895

City: HELENA State: MT Zip: 59604 Phone #: 406-439-8027

5. Descriptive Data:
   a. Gross area in acres 27.13
   b. Number of lots or rental spaces 14
   c. Existing zoning or other regulations June 26, 2018 AG

6. Date Preliminary Plat Approved: JUNE 26, 2018

7. Any Conditions? YES (If Yes, attach list of conditions.)

8. Any Deed restrictions or covenants? YES (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. NOXIOUS WEED MANAGEMENT PLAN

b. COVENANTS

c. VARIANCE REQUEST / APPROVAL

d. SEE EMAIL TO PLANNING BOARD ON DECEMBER 19, 2020 FROM BRUCE TREIS

e. EMAIL FROM ULM FIRE CHIEF RE: ITEM 16

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.

Gary Brewer Morgan

Subdivider

4. Each property owner shall pay a monthly water bill for the common water service to the Association.
5. The Association shall have the right and authority to negotiate for a group rate for water service.
6. Any utility easement shall be shown by drawings and must be recorded.
7. There shall be no permanent structures, fences, or trees to be constructed or planted upon any utility easement.
8. There shall be no incinerators or open burning of refuse. (refuse shall be defined as but not limited to the following: refuse, junk, garbage, trash, ashes or other unsightly object(s)).
9. There shall be no stockpiling of refuse.
10. Refuse shall be picked up at least one (1) time per week by Waste Management, or hauled at least once per week by owner to county waste disposal areas.
11. All refuse shall be kept in covered containers by each property owner.

SECTION SIX
GENERAL RESTRICTIONS AND PROVISIONS

1. There shall be no hoofed animals kept on any lot or common area.
2. There shall be no chickens, ducks, geese, or wild fowl kept on any lot or common area.
3. There shall be allowed no more than two (2) dogs per household; and if a property owner chooses to keep a dog or dogs:
   A. They must construct a fence within fencing restrictions above, which is sufficient to contain the dog or dogs; or in the alternative construct a dog kennel of at least four (4) feet by ten (10) feet, out of chain link fencing.
   B. They must comply with all city, county and state ordinances, laws, and regulations regarding pets including but not limited to provision of adequate water, food, shelter and vaccination.
4. There shall be no outside storage of junk vehicles (defined as vehicles which are inoperative; or lacking tires or other essential parts for operation).
5. There shall be no outside storage of heavy equipment; such as back hoes, tractors, harvesting equipment etc., without the written approval and consent of the Association, or as necessary for the operation and maintenance of the subdivision by the Association.
6. All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the owners of the properties described in Exhibit A, their heirs, successors, and assigns, and all parties claming by, through, or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to conform to and observe all the terms and conditions contained in this Declaration.
7. Any lot owner, or the Association, may maintain any legal proceeding to compel or enforce any of the terms or conditions of this Declaration.
8. In the event legal proceedings are commenced to collect fees, dues or assessments, or to enforce any of the provisions of this Declaration, the non-paying and/or non-

complying property owner shall be obligated to pay all costs incurred, plus reasonable attorney fees.

9. Any fee, due or assessment levied as set forth by the Association shall become a lien on the affected real property as soon as due and payable. In the event any owner fails to pay any fee due or assessment when due, than the fee due or assessment shall bear interest at the maximum legal rate permitted by the state of Montana from the date the amount is due until it is paid in full.

SECTION SEVEN
HOMEOWNER'S ASSOCIATION

1. Each property owner shall be automatically become a member of the Association by purchasing a lot in the subdivision, and shall be bound by the terms and conditions of this Declaration and such rules and regulations, fees, dues and assessments as may be promulgated and adopted by the Association.
2. Each property owner and the Developer shall pay reasonable fees for the common maintenance and operating costs of the subdivision; which fees shall be shared in the same percentage as their voting interest in the Association.
3. On transfer, conveyance or sale by any owner of all of his or her interest in a lot, such owner's interest in the Association shall cease and terminate if they own no other lot in the subdivision.
4. The official address of the Association is Morgan Realty, City of Great Falls, County of Cascade, State of Montana.
5. Each lot owner or purchaser shall on purchase of a lot in the subdivision shall notify immediately the Association of such owners name and address.
6. Prior to the actual organization of the Association contemplated by the terms of this Declaration, developer shall have the right at its option, to perform the duties and assume the obligations, levy and collect fees and dues, and otherwise exercise the powers herein conferred on the association. Developer shall also have the right to modify, amend or repeal this Declaration prior to the actual organization of the Association.
7. The Developer also retains the right to expand the sub-division into a major sub-division in the future at which time the Association shall merge with any adjacent subdivision created by Developer, and to modify the terms of this Declaration accordingly while keeping it's general provisions promoting a quality single-family sub-division.
8. The Association shall at all times comply with all applicable laws, regulations and ordinances, and if at any time any of the provisions of this Declaration are in conflict therewith, then such parts shall be void, but no other part of this Declaration not in conflict therewith shall be affected thereby.
9. Each property owner shall be given one (1) vote for every designated lot they own.
10. The Developer shall retain three (3) votes for every designated lot that is not sold.
11. The Association shall have the following specific responsibilities:
    A. Establishment of amounts, notification, and collection of dues, fees, and assessments from homeowners.

B. Conduct quarterly meetings
C. If road maintenance not assumed by Cascade County than the Association shall maintain roads and provide snow removal.
D. Provide weed control including but not limited to the following: spray all noxious weeds per Cascade county recommendations; take preventative steps to prevent erosion, seed and spray for noxious weeds all barrow pits and ditches.
E. Maintain and repair the shelter belt in lots 1-7 and associated irrigation system.
F. Maintain and repair any common area as necessary.

11. The initial members of the Board of Directors of the Association shall be Gale Morgan and Robert Morgan of Morgan Realty who reside in the City of Great Falls, State of Montana.

SECTION EIGHT
EASEMENTS

1. Each property owner's lot in the subdivision will be conveyed subject to easements reasonably necessary to provide utilities and access roads (roads as shown on Exhibit A and as may be necessary if the subdivision is expanded) to the lots in the subdivision; these grants of easements shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Declaration and the parties to conveyances of lots within the subdivision, their respective heirs, successors and assigns.
2. Lots 1- 7 as shown on Exhibit A will be conveyed subject to the following easements: The Developer shall purchase and plant a shelter belt consisting of trees and shrubs on the rear forty (40) feet of the described lots. In consideration, the lot owner receives the aesthetic addition to their lots, and a natural wind break protecting the lot and home. The Developer shall also purchase and install a drip irrigation system for the shelter belt. The Association shall have access to the described area for the limited purpose of simple maintenance of the shelter belt and irrigation system; the lot owner shall not build or place structures or landscaping features (with the limited exception of approved fencing), add, remove or destroy trees, shrubs or other vegetation, or interfere with the irrigation system upon the easement in any way without the written approval of the Association; and these grants of easements shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Declaration and the parties to conveyances of the described lots, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned, Developers and Board Members of the Rolling Meadows Subdivision Homeowners Association have caused this Declaration to be executed at Great Falls Montana on the 3 day of March, 1997.

STATE of MONTANA)
: ss.
County of Cascade)

Robert Morgan

Robert Morgan

SUBSCRIBED AND SWORN to by Robert Morgan before me this 3 day of March, 1997.

Notary Public for the State of Montana.
Residing at Great Falls, Montana.
My Commission expires: 10-31-00

(SEAL)

Gale Morgan

Gale Morgan

SUBSCRIBED AND SWORN to by Gale Morgan before me this 3 day of March, 1997.

Notary Public for the State of Montana.
Residing at Great Falls, Montana.
My Commission expires: 10-31-00

(SEAL)

RECORDED MAR 4 1997
TIME 3:30 P M
DOCUMENT NO.
RITA HUDAK
Clerk and Recorder
Cascade County, Montana
By M.L. Carrico
Deputy

60.00

EXHIBIT "A-2"

REEL 290 DOCUMENT 13

Approximate legal description covering property owned by R.D. Morgan and Gale Brewer Morgan :

A tract of land in the E1/2SW1/4 of Section 32, Township 20 North, Range 2 East described as follows:

Beginning at the South 1/4 corner of said Section 32; thence S89°52'35"W 30.0 feet; thence N00°08'E 180.0 feet to the point of beginning; thence N89°52'35"W 292.88 feet; thence S00°08'20"W 150.0 feet; thence N89°52'35"W 1003.90 feet; thence N00°08'20"E 1442.2 feet; thence N89°26'E 706.0 feet; thence N0°23'E 143.0 feet; thence S88°14'W 338.4 feet; thence S89°27'W 290.2 feet; thence S89°00'W 80.3 feet; thence N00°00'E, 1000.0 feet, more or less to the south line of Certificate of Survey #1669; thence S89° 36'55"E 803.98 feet along said south line; thence S00°23'05"E 872.99 feet; thence S87° 38'40"E 270.7 feet; thence S00°08'20"W 260.40 feet; thence S88°51'40"W 346.20 feet; thence S00°50'W 157.0 feet; thence S88°51'40"E 554.90 feet; thence S00°08'20"W 668.35 feet; thence S89°52'35"W 291.55 feet; thence S00°00'E 150.0 feet; thence N89° 52'35"E 291.55 feet; thence S00°08'20"W 290.0 feet to the point of beginning.

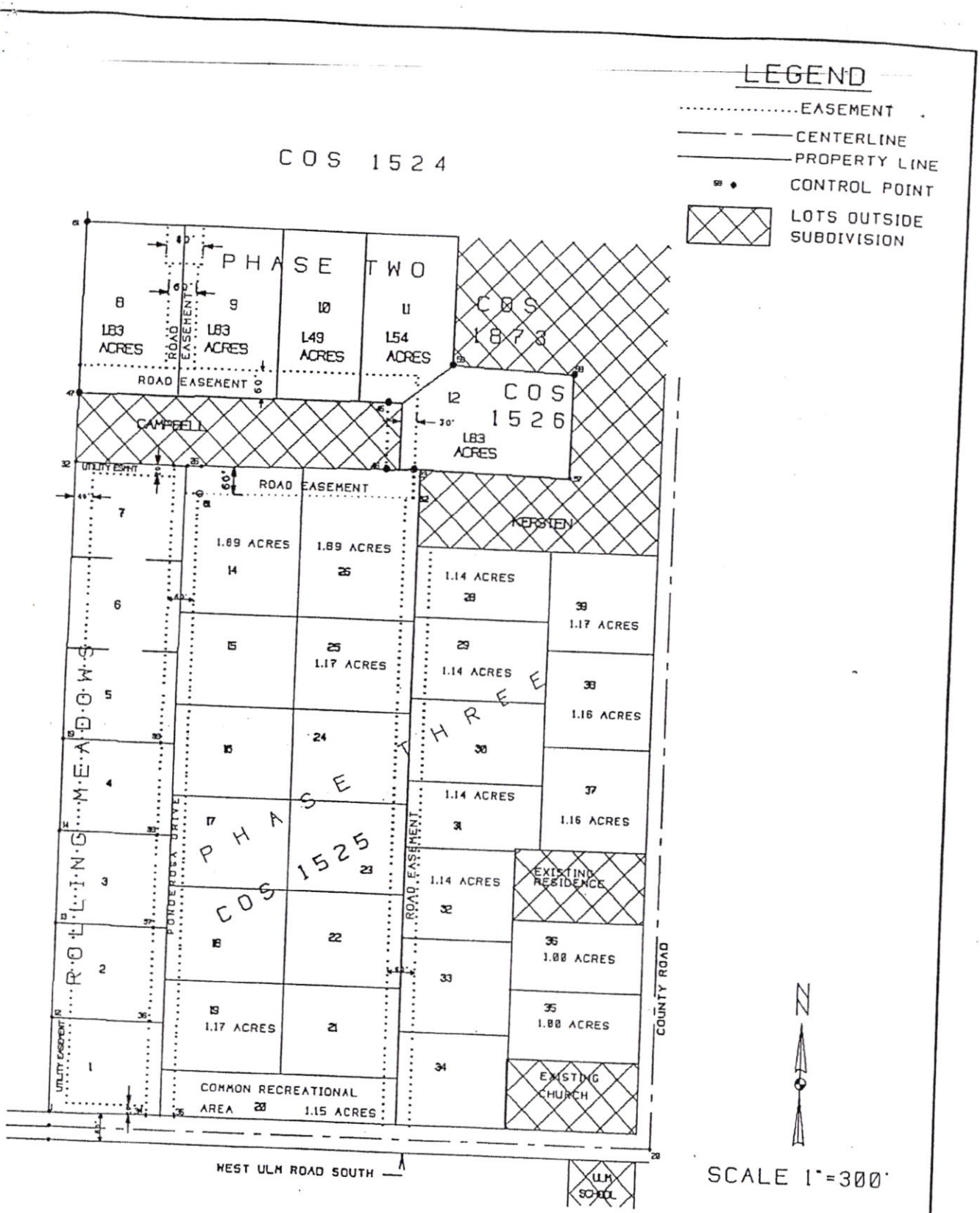


EXHIBIT "A"
ROLLING MEADOWS SUBDIVISION , ULM, MT

J & A CONSULTANTS

FEBRUARY 26, 1997

42105

REEL 296 DOCUMENT 1119

RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS

ROLLING MEADOWS PHASE TWO

DECLARATION of covenants, conditions and restrictions made by Rolling Meadows Homeowner's Association, referred to as the Association, concerning the residential subdivisions known as Rolling Meadows Phase Two, referred to as the subdivision.

A. Morgan Realty, a business owned by Gale Morgan and Robert Morgan and operating in the City of Great Falls, State of Montana, referred to as Developer, is the owner of real property located in the County of Cascade, State of Montana and fully described in Exhibit "A" attached to this Declaration.

B. Developer is in the process of developing and platting the mentioned property to a residential community and contemplates subdividing such real property into individual, single family residential lots.

C. Developer desires that the entire subdivision constitute a single residential community with access, use, and rights and obligations, and that such properties are also benefited and burdened by the same land and use restrictions and controls.

D. The total development of the subdivision residential community may take several years.

E. The Association desires to provide for minimum building restrictions to promote & assure the subdivision is a quality residential community.

F. It shall be understood that the subdivisions may be expanded into a larger subdivision in the future.

In consideration of the premises, the Association subjects all the real property described in Exhibit "A" to the covenants, conditions and restrictions, dues and fees, and easements, contained in the Residential Covenants, Conditions and Restrictions recorded March 4, 1997 on Reel 290 Document 1328, records of Cascade County, Montana.

In Witness Whereof, the undersigned, Developers and Board Members of the Rolling Meadows Subdivision Homeowners Association have caused this Declaration to be executed at Great Falls, Montana on the 27 day of August, 1997.

R D Morgan
Robert D. Morgan

Gale Morgan
Gale Morgan

State of Montana)
)ss
County of Cascade)

Subscribed and Sworn to by Robert Morgan and Gale Morgan, before me this 27 day of August, 1997.

Notary Public for the State of Montana
Residing at Great Falls, Montana.
Commission Expires: 6-8-2000

RECORDED AUG 28 1997
TIME 0:30 P.M.
DOCUMENT NO.
RITA HUDAK
Clerk and Recorder
Cascade County, Montana
By M.L. Carrico
Deputy

10

December 11, 2018

Bob & Gale Morgan
1725 10th Ave S Box 106
Great Falls, MT 59405

ATTN: Mike Rausch
Liberty Center, Suite 302
9 Third Street North
Great Falls, MT 59401

ATTN: Tony Prothero
J Bar T Engineers, LLC
1808 11th Ave
Helena, MT 59601

RE: Rolling Meadows Phase III Major Subdivision Variance Request

Dear Mr. & Mrs. Morgan, Mr. Rausch, & Mr. Prothero,

On December 11, 2018, the Cascade County Commissioners approved your subdivision variance request from County Road Standards for Rolling Meadows Phase III Major Subdivision. This proposed subdivision is located in the SW ¼ Section 32, Township 20 North, Range 2 East PMM, Cascade County, Montana. This letter shall serve as your notice of approval and will be added to your Final Plat application in lieu of meeting conditions 11 and 12 of the conditions of approval for Rolling Meadows Phase III.

The approval was based on the following motion:

"Madam Chair, I move that the Commissioners, after consideration of the Staff Report, **approve** a subdivision variance request from County Road Standards for Rolling Meadows Phase III Major Subdivision."

If you have any questions regarding this letter, please contact me, or another Planner at 454-6905.

Sincerely,

Sandor Hopkins, Planner, CFM
Cascade County Planning Division
121 4th St N, Suite 2 H/I
Great Falls, MT 59401
shopkins@cascadecountymt.gov
Phone: 406-454-6905

October 26, 2018

Sandor R. Hopkins
Cascade County Planning
121 4th Street North, Suite 2H/J
Great Falls, MT 59403

RE: Variance Request - Road Standards, Section 10-4(2)
Rolling Meadows Phase III Subdivision
Cascade County, Montana

Dear Mr. Hopkins:

On behalf of Bonesteel LLC (Robert and Gale Morgan), the purpose of this letter is to formally request a variance from the Cascade County Subdivision Regulations, Section 10-4(2), to allow an alternate road design specification for the proposed Rolling Meadows Phase III Subdivision. The subdivision received preliminary plat approval in June of 2018; the conditions of approval require Ponderosa Drive and Caragana Drive to be improved to the specifications shown in Section 10-4(2) and Table 1 of the Cascade County Subdivision Regulations.

Strict compliance with this regulation would require the existing roads - which were constructed to a previously accepted standard in the late 1990's - to be widened from a width of approximately 16 feet to 24 feet. The widening of the road would also require the construction of new drainage ditches. Furthermore, all conflicting utility lines (power, gas, phone, etc.) and service boxes for the community irrigation system within or adjacent to the widened road would also need to be relocated. The total expense associated with the road widening are significant, resulting in an undue hardship upon Bonesteel LLC.

The variance criteria are addressed as follows:

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties;

   Response: At the time of construction, Caragana Drive and Ponderosa Roads were constructed to an acceptable road standard for the original Rolling Meadows Subdivision, including Phase III. The original planned Phase III had a higher lot density than the current design; therefore the proposed traffic volumes on these roads represents a reduction to what was originally planned. Caragana Drive and Ponderosa Road are and will remain low speed and low volume local access roads; therefore, the

granting of the variance will not be detrimental to the public health, safety or general welfare or injurious to other adjoining properties.

2. The variance will not cause a substantial increase in public costs;

   Response: All internal roads are maintained by the Rolling Meadows Subdivision HOA. Granting of the variance will not result in any increase to public costs.

3. The variance will not place the subdivision in nonconformance with any adopted zoning regulations.

   Response: Granting of the variance will not place the subdivision in nonconformance with any adopted zoning regulations.

Please feel free to contact me should you have questions or comments via email at tony@jbartengineers.com or telephone at (406) 449-1306. Thank you.

Sincerely,

J BAR T ENGINEERS, LLC

Tony J. Prothero, PE

C:\2017 Projects\17-01 Rolling Meadows Phase 3\reports\ltr.variance.rm3.10-25-18 tjp.docx

Bob Morgan <bmorgan@dahlquistrealtors.com>

FW: EQ#19-2176 Rolling Meadows Subdivision Phase III

3 messages

Treis, Bruce <btreis@cascadecountymt.gov> Thu, Dec 19, 2019 at 5:04 PM

To: Bob Morgan <bmorgan@dahlquistrealtors.com>

Here's a copy of the approval for Rolling Meadows. Paper copies will be coming

From: English, Leata <LEnglish@mt.gov>
Sent: Thursday, December 19, 2019 4:58 PM
To: Hopkins, Sandor R. <shopkins@cascadecountymt.gov>; Ehnes, Anna L. <aweber@cascadecountymt.gov>; Brusky, Laura <lbrusky@cascadecountymt.gov>
Cc: Johnson, Sandy <sjohnson@cascadecountymt.gov>; Treis, Bruce <btreis@cascadecountymt.gov>
Subject: EQ#19-2176 Rolling Meadows Subdivision Phase III

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Attached is the planning department copy of the subdivision approval

Leata English

Department of Environmental Quality

Public Water & Subdivisions Bureau

406-444-4224

lenglish@mt.gov

192176Approval.pdf
5410K

Bob Morgan <bmorgan@dahlquistrealtors.com> Fri, Dec 20, 2019 at 8:54 AM

To: Tony Prothero <tony@jbartengineers.com>, Tony Prothero <shedhornengineering@gmail.com>

[Quoted text hidden]

192176Approval.pdf
5410K

Bob Morgan <bmorgan@dahlquistrealtors.com> Thu, Jan 9, 2020 at 11:36 AM

To: Jeremy Milburn <arrowcreek@3rivers.net>, Scott Milburn <acs@3rivers.net>
Bcc: Bob Morgan <bmorgan@dahlquistrealtors.com>

Hi Scott and Jeremy,

Here is a copy of the DEQ approval should you need it for preparation of the final plat. I will see you on Monday if that time works for you.

Bob

Bob Morgan
Dahlquist Realtors..Your #1 Source for Real Estate
bmorgan@dahlquistrealtors.com
406-590-7253 Call or Text Me

[Quoted text hidden]

DEQ
Montana Department
of Environmental Quality

December 19, 2019

Tony Prothero
J Bar T Engineering LLC
1093 Helena Avenue
Helena MT 59601

RE: Rolling Meadows Subdivision Phase 3
Cascade County
E.Q. #19-2176

Dear Mr. Prothero:

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,

Beata Engelert For
Rachel Clark, Supervisor
Subdivision Review Section

RC/ckg

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. #19-2176

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **Rolling Meadows Subdivision Phase 3**

> Lots 2, 3, 4 and part of Lot 5 of Certificate of Survey 1525 located in the Southwest ¼ of Section 32 of Township 20 North, Range 2 East, P.M.M., Cascade County, Montana as found in the records of the Cascade County Clerk & Recorder, consisting of 28.30 acres,

consisting of fifteen (15) lots has 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 this Certificate supersedes EQ #00-1009 dated the 25th of October 1999, and all previous copies should be marked superseded, and,

THAT the purpose of this rewrite is to change the previously approved boundaries, names, water supply systems, wastewater treatment systems, and stormwater facilities for all lots, 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 lots 3A, 3B, 3C, 3D, 3E, 3F, 3G, 3H, 3I, 3J, 3K, 3L, 3M and 3N shall be used for one living unit, and,

THAT Utility Lot shall be used for a fire suppression tank, and,

THAT individual water systems on lots 3A, 3B, 3C, 3D, 3E, 3F, 3G, 3H, 3I, 3J, 3K, 3L, 3M and 3N will consist of a 1,000 gallon or greater cistern constructed 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 the individual wastewater treatment systems on lots 3H and 3L shall consist of a septic tank, effluent filter, Department Approved Level II recirculating trickling filter treatment system, dose tank and pressure-dosed subsurface drainfield in accordance with the approved plans, and of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, and,

THAT the conditions of approval for the recirculating trickling filter systems for Level II treatment require an Operation & Maintenance (O&M) contract, in accordance with ARM 17.30.718(8) and the service-related obligations listed in DEQ-4, Appendix D, in perpetuity, with an authorized Dealer/Representative, and,

THAT the O&M contract shall include a bi-annual on-site inspection of all major components of the wastewater treatment system for the first two (2) years after use of the system begins, and annually thereafter, in accordance with ARM 17.30.718(8)(a), and,

THAT annual sampling in accordance with ARM 17.30.718(8)(b) is required for the life of the system and shall be for the following parameters: nitrate; nitrite, ammonia, TKN, BOD, TSS, fecal coliform, specific conductance and temperature. Effluent sampling shall be conducted after all treatment is complete but before discharge into the absorption system. All water analysis shall be conducted according to the EPA approved method by an independent laboratory, except for temperature which shall be measured on-site. The monitoring results must be maintained by the service provider and made available to the Department by the service provider at any time that the Department requests the results, and,

THAT the individual sewage treatment systems on lots 3C, 3D, 3E, 3F, 3I, 3J, 3K, 3M and 3N 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 the individual sewage treatment system on lots 3A, 3B, and 3G will consist of a septic tank, effluent filter, dose tank and pressure-dosed 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 0.4 gpd/square foot and,

THAT the primary and replacement drainfield areas on all lots must be staked by a site evaluator or engineer prior to construction to ensure they are located as per the approved site plan and all setbacks are maintained, and,

THAT the primary drainfield for lots 3H and 3L is allowed a 50% reduction in total absorption area due to the use of a recirculating trickling filter, and,

THAT the primary drainfield for lots 3A, 3B and 3G is allowed a 25% reduction in total absorption area due to the use of gravelless chambers, 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 as shown on the lot layout, signed and stamped by Tony J Prothero, Montana Professional Engineer Number 12567 PE, approved under EQ #19-2291, and,

THAT the operation and maintenance of water supply and sewage treatment system shall be the

responsibility of the lot owner, and,

THAT the operation and maintenance of stormwater facilities shall be the responsibility of the Rolling Meadows Subdivision Phase 3 Homeowner's Association, and,

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

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 19th day of December 2019.

Shaun McGrath,
DIRECTOR

By: _____
FOR! Rachel Clark, Supervisor
Public Water & Subdivision Section
Engineering Bureau
Water Quality Division
Department of Environmental Quality

Owner's Name: Bonesteel LLC

January 28, 2020 Agenda #3

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Presentation: Missouri River Open Lands**

PRESENTED BY: **Al Rollo**

Presenting a great opportunity to conserve a great piece of open land in Cascade County bordering both the City of Great Falls and the Missouri River.

Presentation to Cascade County Commission

Missouri River Open Lands

January 28, 2020

Why Are We Here?

- To discuss a great opportunity to conserve a great piece of open land in Cascade County bordering both the City and the Missouri River.

Location and Description of Parcel

- Heading South on Fox Farm Road right at edge of town.
- Bordered by:
  - Houses
  - Fox Farm Road
  - Missouri River
  - Gravel Road
  - Farm Land
- Approximately 75 acres.

98.8 ac
state lands
2.87 ac
100 yr
floodplain
Google

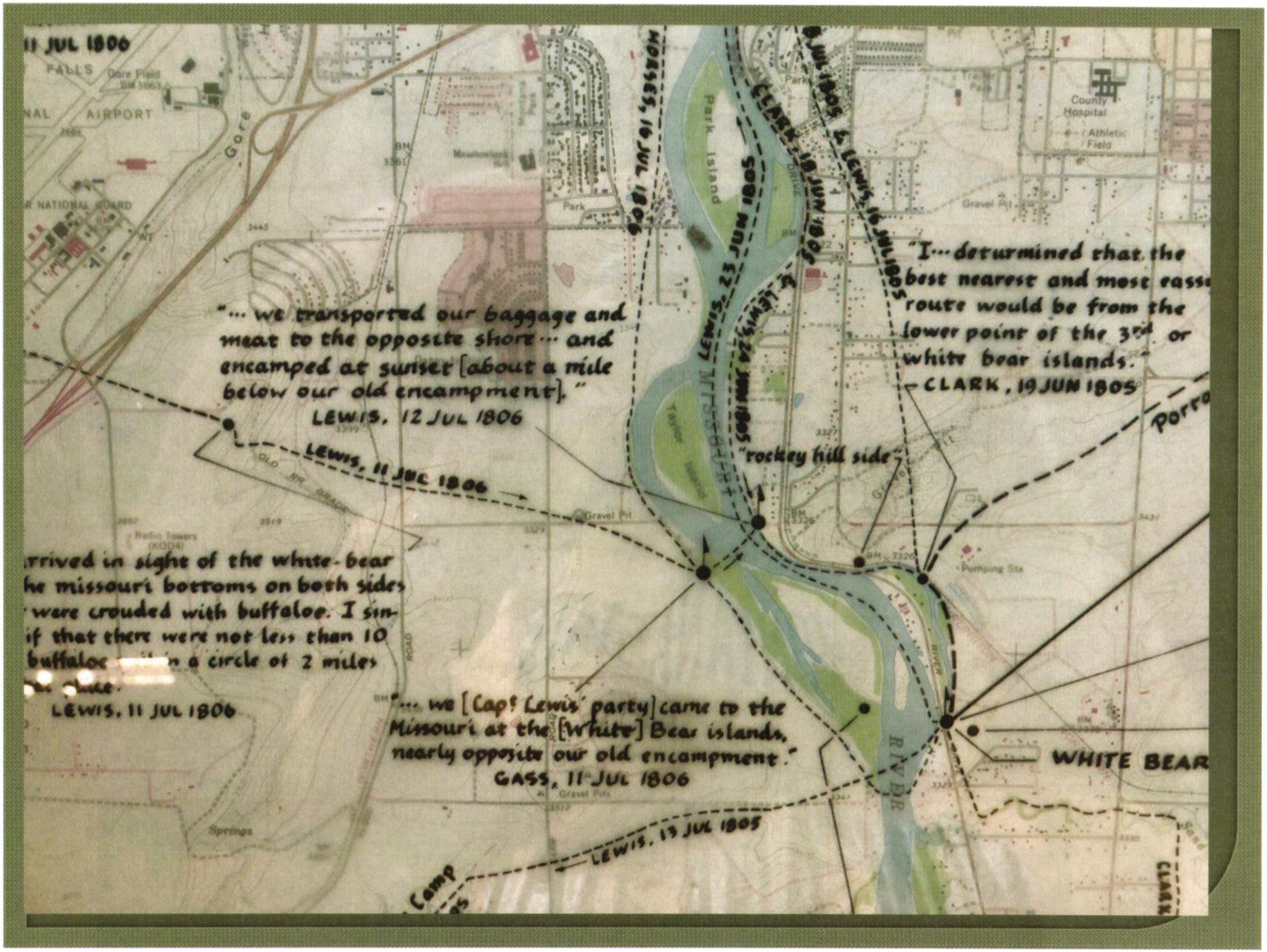
History of State Ownership

- Part of School Trust Lands for income.
- State has done nothing for 50+ years
- Interest was generated by Fox Farm Road improvements, putting that land "in the path of development."
- Options:
  - Sell outright on South half only.
  - Lease North half of land for commercial use.
  - Split– some gets sold or leased, some conserved.
  - Conservation Easement for full 75 acres.

Why This Land is Worth Saving

- Fits in with early pioneers in Cascade County who had the vision to set aside land for open space.
- Wildlife: deer, foxes, eagles, songbirds.
- Recreation: hiking, biking, dog walking, fishing, swimming, water sports, & winter sports.
- City owns the Taylor Island right across channel
- Last chance to save a piece of land in the area.

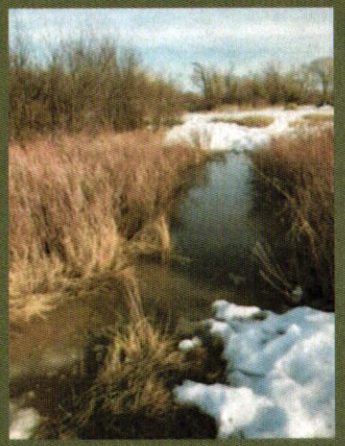
ENTERING
STATE LAND
RECREATIONAL
USE LICENSE
REQUIRED
WALK-IN ONLY
Violators will be prosecuted
MONTANA
Department of Natural
Resources and Conservation

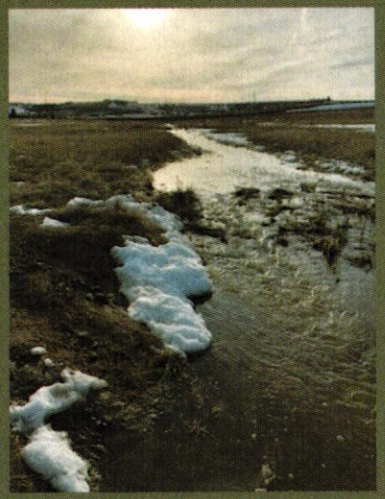

11 JUL 1806
FALLS
Gore Field
AIRPORT
Gore
Park
Park Island
County Hospital
Athletic Field
Gravel Pit
Radio Towers
Pumping Sta
Springs
"... we transported our baggage and meat to the opposite shore ... and encamped at sunset [about a mile below our old encampment]."
LEWIS, 12 JUL 1806
LEWIS, 11 JUL 1806
"rockey hill side"
"I ... determined that the best nearest and most easy route would be from the lower point of the 3rd or white bear islands."
CLARK, 19 JUN 1805
MOSES, 16 JUL 1806
LEWIS, 23 JUN 1805
CLARK, 18 JUN 1805
LEWIS, 16 JUL 1805
rrived in sight of the white-bear
he missouri bottoms on both sides
were crouded with buffaloe. I sin-
if that there were not less than 10
buffaloe
a circle of 2 miles
LEWIS, 11 JUL 1806
"... we [Capt Lewis' party] came to the Missouri at the [White] Bear islands, nearly opposite our old encampment."
GASS, 11 JUL 1806
WHITE BEAR
LEWIS, 13 JUL 1805
Camp
CLARK

Easement Process

- Must be held by a governmental entity.
- State must follow a process in which notice is given, which starts the clock ticking.
- Notice was given last year.
- State held a "Developer Interest" meeting
  - No developers in attendance.
- Their goal was to put it up for sale/lease in October, which was delayed.
- North parcel closest to City can only be LEASED.

Soils, Runoff and Wetlands





Steps We Have Taken

- Formed a Community Action Group
- Hold Several Meetings a Year
- Website: www.missouririveropenlands.org
- Facebook Page
- Online Petition: 300+ in support
- Letters of Support from County Commission, River's Edge Trail, GF Bike Club, Portage Route Chapter, Conservation and Recreation Groups, Upper Missouri River Breaks Audubon.
- Applied for a grant from MT Fish Wildlife Conservation Trust, whose funding came from sales of leases on the Missouri River. We plan to apply again.
- Met with City Manager and Commission.
- This meeting with the county!!

City of Great Falls Involvement

- A letter was sent from City Manager to DNRC saying they are ***considering*** holding the easement.
- Easement does NOT mean City or County needs to fund this or change its responsibility-- similar to Taylor Island and the original River's Edge Trail easement.
- Put out a timetable as far into the future as possible for meetings, etc.
- If City or County decide NOT to hold easement, help us work with other entities who might.

Easement Consideration

- Many different entities hold these easements– Cities, Counties, FWP, Conservation Districts, DNRC, Land Trusts.
- We are NOT suggesting this become a park, want to leave it AS-IS for wildlife and people.
- We believe this is right in line with local values.
- ***Please support this: Our founders would want you to!***

Thank you for giving us this opportunity!

Don't let the sun set on this last best piece of land on the Missouri in Cascade County ....