

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

**January 31, 2020**

**BANK BALANCES:**

	<b>STATEMENTS</b>
US BANK MASTER ACCOUNT	\$ 4,396,972.31
TOTAL	<u>\$4,396,972.31</u>

**INVESTMENTS:**

MT Board of Investments - Short Term Investment Pool (STIP)	\$37,226,711.21
TOTAL	<u>\$37,226,711.21</u>
<b>GRAND TOTAL</b>	<u>\$41,623,683.52</u>

**OTHER BANK BALANCES:**

	<b>STATEMENTS</b>
CLERK OF COURT RESTITUTION	\$ 15,798.02
SHERIFF'S COMMISSARY	\$ 32,338.60
SHERIFF'S CIVIL	\$ 11,519.86
SHERIFF'S EVIDENCE	\$ 49,577.93
JUSTICE COURT OLD TRUST	\$ 1,358.59
JUSTICE COURT NEW TRUST	\$ 73,170.53
TOTAL	<u>\$ 183,763.53</u>

**RECEIPTS:**

MOTOR VEHICLE	\$ 1,130,392.64
PROPERTY TAX	\$ 838,222.09
REVENUE RECEIPTS	\$ 2,972,215.29
TOTAL	<u>\$4,940,830.02</u>

**DISBURSEMENTS: Made in the current month.**

MONTANA MOTOR VEHICLE DIVISION	\$ 818,592.22
MONTANA DEPT. OF REVENUE	\$ 139,447.29
CITY OF GREAT FALLS	\$ 400,073.18
GREAT FALLS PUBLIC SCHOOLS	\$ 211,003.26
MISC. REMITTANCES	\$ 49,958.99
TOTAL	<u>\$ 1,619,074.94</u>

AGENDA # \_\_\_\_\_ DATE \_\_\_\_\_

## AGENDA REPORT

Prepared for the

### CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 02/08/2020

**PRESENTED BY: Cascade County Clerk & Recorder/Auditor**

**The Board of County Commissioners has approved invoices and accounts payable checks #301384 through #301580 totaling \$610,609.99 and EFT #9101432 through #9101442 totaling \$2631.85 for an A/P total of \$613,241.84 dated 02/10/20 thru 02/14/2020.**

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

# CASCADE COUNTY WORK SESSION MINUTES

## COMMISSION CHAMBERS COURTHOUSE ANNEX

**February 5, 2020 – 2:00 P.M.**

<p>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). <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.</b> This written record is in draft form until officially approved on February 11, 2020.</p>				<p><b>COMMISSION MINUTES JOURNAL # 60</b></p>
<p><b>Board of Cascade County Commissioners:</b> Chairman James L. Larson, Commissioner Joe Briggs Excused: Commissioner Jane Weber</p>				
<p><b>Staff Present:</b> Carey Ann Haight – Deputy County Attorney, Cory Reeves – Undersheriff, Trisha Gardner – Public Health Officer, Sandor Hopkins – Interim Planning Director, Mary Embleton – Budget Officer, Kim Thiel-Schaaf – Aging Services Director, Rina Fontana Moore – Clerk &amp; Recorder, Bonnie Fogerty – Commission Office and Kyler Baker – Deputy Clerk &amp; Recorder</p>				
<p><b>Public Members Present:</b> Jenn Rowell</p>				
<p><b>Chairman Larson opened the work session meeting at 2:00 pm</b></p>				
<b>Consent Agenda Items:</b>				<b>Department:</b>
<b><u>Board Appointments</u></b>	<b><u>Applicant</u></b>	<b><u>Vacancy</u></b>	<b><u>Term Expiration</u></b>	Commission
Board of Health	Terry Barber	1	12/31/2022	<b>00:10</b>
Senior Advisory Council	Laurie Glover	1	04/30/2023	
<p>(Category: Experience Community Leader)</p>				
<p><b><u>Contract 20-08:</u></b> Service Agreement between Belt Golden Agers Senior Citizens, Inc. and Aging Services to provide Title IIIB Services and Title IIIC1 Services to area seniors. Effective: March 1, 2020 – June 30, 2020. Total Cost: \$22,800 (\$2,400/Belt Golden Agers, \$20,400/Older Americans Services Agreement) <i>(Ref: Contract 19-139, R0377831)</i></p>				<p>Aging Services <b>02:20</b></p>
<p><b><u>Contract 20-09:</u></b> Amendment Number Two to Contract #20027210050 between the Montana Department of Public Health and Human Services and Cascade County Area VII Agency on Aging. Total Reimbursable Amount not to exceed: \$9,252 through February 19, 2020. Reducing caseload from 604 clients to 477. <i>(Ref: Contract 19-179, R0380193)</i></p>				<p>Aging Services <b>10:02</b></p>
<p><b><u>Contract 20-10:</u></b> Collective Bargaining Agreement between Cascade County and the Montana Nurses' Association. Effective: July 1, 2019 – June 30, 2020</p>				<p>HR <b>12:17</b></p>
<p><b><u>Contract 20-11:</u></b> WIPFLi Letter of Engagement to assist the Accounting Department for FY ending June 30, 2019 with the Comprehensive Annual Financial Report (CAFR) by providing accounting and financial reporting expertise. Total Fees will not exceed: \$4,000.00</p>				<p>Clerk &amp; Recorder <b>14:17</b></p>
<p><b><u>Contract 19-12:</u></b> Body Scanner Equipment Demonstration Agreement bay and between KPrime Technologies, Inc. and Cascade County. KPrime Technologies is demoing the scanner at the Adult Detention Center, located at 3800 Ulm North Frontage Road in Great Falls, MT. The demonstration period will be effective for six (6) months with no cost.</p>				<p>Sheriff <b>15:31</b></p>

**AGENDA ITEM #1 18:40**

**Public Hearing:**

**Preliminary Plat of Amended Plat of Lot 1 Davy's Minor Subsequent Minor Subdivision**

Initiated by: Todd & Nadine Davy

**AGENDA ITEM #2 20:06**

**Public Hearing:**

**Community Development Block Grant (CDBG) Needs Assessment Hearing**

<b>CASCADE COUNTY WORK SESSION MINUTES</b>
<b>COMMISSION CHAMBERS COURTHOUSE ANNEX</b>
<b>February 5, 2020 – 2:00 P.M.</b>

**Add on Items:**

Contract 19-13: MOU between CHCC, CCHD & DPHHS. *(Item to be placed on Consent Agenda)* **24:09**

Agenda Item #3: Board Appointment to the Gore Hill Fire Fee Service Area. *(Agenda Item)* **27:17**

**Adjournment:** Chairman Larson closed the work session meeting at 2:30 p.m.

DRAFT

<b>CASCADE COUNTY WORK SESSION MINUTES</b>
<b>COMMISSION CHAMBERS COURTHOUSE ANNEX</b>
<b>February 19, 2020 – 2:00 P.M.</b>

<p>Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at <a href="http://cascadecountymt.gov">cascadecountymt.gov</a> and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). <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.</b> This written record is in draft form until officially approved on February 25, 2020.</p>	<p><b>COMMISSION MINUTES JOURNAL # 60</b></p>								
<p><b>Board of Cascade County Commissioners:</b> Chairman James L. Larson, Commissioner Jane Weber and Commissioner Joe Briggs</p>									
<p><b>Staff Present:</b> Josh Blystone – Weed &amp; Mosquito, Les Payne – Interim Public Works Director, Mary Embleton – Budget Officer, Sandor Hopkins – Interim Planning Director, Carey Ann Haight – Deputy County Attorney, Roy Curtis – Superintendent of Buildings &amp; Grounds, Bonnie Fogerty – Commission Office, Marie Johnson and Kyler Baker – Deputy Clerk and Recorder’s</p>									
<p><b>Public Members Present:</b> None</p>									
<p><b>Chairman Larson opened the work session meeting at 2:00 pm</b></p>									
<p><b>Treasurer’s Report</b></p>									
<p><b>Proclamation:</b> <i>Recognizing March 2, 2020 as “Read Across Cascade County Day.” Representative: Cynthia Einan</i></p>									
<p><b>Consent Agenda Items:</b></p>									
	<b>Department:</b>								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Board Appointment:</u></th> <th style="text-align: center;"><u>Vacancy</u></th> <th style="text-align: center;"><u>Applicant</u></th> <th style="text-align: center;"><u>Term Expiration</u></th> </tr> </thead> <tbody> <tr> <td>Tax Appeal</td> <td style="text-align: center;">(1)</td> <td style="text-align: center;">Jean Clary</td> <td style="text-align: center;">April 30, 2023</td> </tr> </tbody> </table>	<u>Board Appointment:</u>	<u>Vacancy</u>	<u>Applicant</u>	<u>Term Expiration</u>	Tax Appeal	(1)	Jean Clary	April 30, 2023	<p>Commission <b>00:42</b></p>
<u>Board Appointment:</u>	<u>Vacancy</u>	<u>Applicant</u>	<u>Term Expiration</u>						
Tax Appeal	(1)	Jean Clary	April 30, 2023						
<p><b>Contract 20-14:</b> Agreement between Cascade County Weed &amp; Mosquito District and JHS. Inc. to provide mosquito abatement services via aerial application and to secure, maintain and pay for all permits/fees/licenses.</p>	<p>Weed &amp; Mosquito <b>01:37</b></p>								
<p><b>Contract 20-15:</b> Agreement by and between the Montana Department of Transportation (MDT) and Cascade County for the use of salvaged milled materials. Effective: Date of the last signature.</p>	<p>Public Works <b>02:58</b></p>								

**AGENDA ITEM #1 07:06**

**Introduction:** Jim Wingerter, Great Falls District Administrator, Montana Department of Transportation

Added Items: Sandor Hopkins, Interim Planning Director, asked for the Final Plat Approval for Manchester Industrial Park Phase 3 Major Subdivision to be added to the agenda. **08:30 (Item Added as Agenda Item #2)**  
 Carey Ann Haight, Deputy County Attorney, added an agreement with Acela **(Item Added as Agenda Item #3)** and an agreement with Civic Plus. **(Item Added to Consent Agenda)**

**Adjournment:** Chairman Larson closed the work session meeting at 2:20 p.m.



# PROCLAMATION



## READ ACROSS CASCADE COUNTY DAY MARCH 2, 2020

**WHEREAS**, the citizens of Cascade County stand firmly committed to promoting reading as an essential skill for our students' future academic success and their preparation for the jobs of their future and

**WHEREAS**, the **Great Falls Early Childhood Coalition's** committee **Raising Readers** is committed to the education of young children through it many activities such as its **Community Bookshelves** located around our community that allow children to choose a book to take home, **Books For Babies** (that gives a book to every baby born at Benefis Hospital) and **Ferst Readers** that sends a book every month to a child up to their fifth birthday; and

**WHEREAS**, children need to see the adults in their lives support literacy by reading with them, by being involved in their education and by supporting education as an investment in our community's well-being and long-term quality of life; and

**WHEREAS**, the **National Education Association's "Read Across America,"** a national celebration of Dr. Seuss's 115th birthday on March 2, 2019, promotes reading and adult involvement in the education of our community's students;

**THEREFORE**, we call upon all people of Cascade County to celebrate the power of reading by promoting literacy and reading with a child on this day.

**AND BE IT FURTHER RESOLVED** that the Commissioners of Cascade County enthusiastically endorse "**Read Across Cascade County**" and recommit our community to engage in programs and activities to make America's children the best readers in the world.

BOARD OF COMMISSIONERS  
CASCADE COUNTY, MONTANA

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James L. Larson  
Chairman

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Jane Weber  
Commissioner

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Joe Briggs  
Commissioner

February 25, 2020

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Tax Appeal Board Appointment

**PRESENTED BY:** Commission

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<u>Applicant</u>	<u>Vacancy (1)</u>	<u>Term Expiration:</u> April 30, 2023
Jean Clary	_____	Requesting Re-Appointment (served 3 terms)

**Synopsis**

The Cascade County Tax Appeal Board is a three (3) member board appointed by the County Commissioners. Board members serve staggered three-year terms. The County Tax Appeal Board hears protests concerning assessments made by the Department of Revenue in accordance to rules prescribed by the State Tax Appeal Board. The primary purpose of the County Tax Appeal Board is to review the market value assigned by the Department of Revenue and to determine if taxed property is correctly appraised at 100% market value. Disputed decisions of the County Tax Appeal Board are submitted to the State Tax Appeal Board. Members of the County Tax Appeal Board should possess a clear understanding of market value, costs of construction, and the concept of capitalization of income. Appointees to this Board should be flexible for scheduling of tax appeal hearings.



# CASCADE COUNTY BOARD APPLICATION



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

(Please Print or Type)

Date February 18, 2020

NAME Jean Clary

TELEPHONE (Home) \_\_\_\_\_ (Work) 868-3961 (Cell) 868-3961 (E-Mail) beanclary@hotmail.com

CURRENT ADDRESS 504 Fox Court, Great Falls, MT 59404

Previous Public Experience (Elected or Appointed) Current Tax Appeal Board Member

Previous Volunteering or County Boards \_\_\_\_\_

Current Volunteering or County Boards Tax Appeal

Current Employer Dahlquist Realtors

Education K-12 plus College

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

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

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

Realtor for over 35 years, appraisal classes and other pertinent education.

February 25, 2020

Contract 20-14

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Agreement between Cascade County Weed & Mosquito District and JHS, Inc.

**INITIATED AND PRESENTED BY:** Joshua Blystone /Weed & Mosquito Division

**ACTION REQUESTED:** Approval of Contract 20-14

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**BACKGROUND:**

The purpose of this agreement is to have JHS, Inc. provide mosquito abatement services via aerial application and to secure, maintain, and pay for all permits/fees/licenses.

**RECOMMENDATION:** Approval of Contract 20-14

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission APPROVE Contract #20-14, agreement to have JHS, Inc. provide mosquito abatement services via aerial application and to secure, maintain, and pay for all permits/fees/licenses.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commission DISAPPROVE Contract #20-14, agreement to have JHS, Inc. provide mosquito abatement services via aerial application and to secure, maintain, and pay for all permits/fees/licenses.

AGREEMENT

This Agreement dated as of the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between Cascade County for the benefit of Cascade County Weed & Mosquito Management District, a political subdivision of Cascade County, State of Montana, hereinafter referred to as District, and JHS, Inc., hereinafter referred to as Contractor.

WHEREAS the District has been lawfully created pursuant to the terms of Title 7 Chapter 11, Part 10, of the Montana Code Annotated; and

WHEREAS the District, by and through its governing body, has various powers and duties as set forth in Title 7 Chapter 11, Part 10, of the Montana Code Annotated; and

WHEREAS the governing body may develop and administer a program for the abatement and alleviation of mosquito pest conditions within the district pursuant to MCA 7-11-1021(1); and

WHEREAS the governing body may employ suitable and competent assistants as may be necessary and provide for their compensation pursuant to MCA 7-11-1021(3c); and

WHEREAS the governing body may cooperate with any association, individual, or group of individuals in a mosquito abatement program pursuant to MCA 7-11-1021(3e); and

WHEREAS the governing body desires to enter into an agreement with Contractor so as to implement those duties and responsibilities as detailed in MCA 7-11-1021; and

WHEREAS Contractor desires to enter into an agreement with the District whereby Contractor will provide specific services pursuant to the District's mosquito abatement program; and

In consideration of the mutual covenants hereinafter set forth, the District and Contractor agree as follows:

**ARTICLE 1. PURPOSE**

1.1 Contractor shall be available to provide mosquito abatement services via aerial application within no more than 48 hours from the time Contractor receives notification from the District pursuant to this Agreement.

1.2 Contractor shall secure, maintain, and pay for all permits, governmental fees and licenses necessary for the proper execution and implementation of services pursuant to this Agreement.

**ARTICLE 2. CONTRACT PRICE**

2.1 District shall pay the amount of \$6,500.00 toward mobilization costs incurred by Contractor. Said payment will be due and payable consecutive with the signing and authorization of this Agreement.

2.2 Contractor shall be paid the amount of \$14.50 per acre for aerial granular applications and \$ 14.50 per acre for liquid aerial applications, as directed in writing by the District. Contractor shall be paid the amount of \$645.00 per hour (1 hour minimum) for aerial adulticiding, as directed in writing by the District. Said prices plus payment of 2.1 shall constitute the full and complete consideration due Contractor by District for services rendered under this Agreement.

2.3 Acreage and flight time shall be determined by field reports approved by the District.

### **ARTICLE 3. ACCOUNTING PROCEDURES**

3.1 District shall pay Contractor for services rendered under this Agreement from the Mosquito Control Fund after presentation of Contractor's claims by the mosquito control supervisor to the Board of County Commissioners.

3.2 Contractor shall submit to the District an accounting for each application including the following information; all products and chemicals used and the exact location whereby such products and chemicals are used.

3.3 The accounting and acreage approval shall be submitted to the District with each claim for payment. Payment claims will not be submitted by the mosquito control supervisor to the Board of County Commissioners unless and until such claims are accompanied by the required accounting and acreage approval documentation.

3.4 Contractor shall keep complete and accurate accounting records, invoices and original purchase receipts for all items purchased in connection with this Agreement. All such records shall be kept for the duration of this agreement and be made available for audit by the County at any time during regular County business hours.

### **ARTICLE 4. SERVICE SPECIFICATIONS**

4.1 Contractor shall provide an aircraft in good working order with liquid boom dispersal equipment for larvaciding and rotary atomizing nozzles for ultra-low volume (ULV) application of mosquito adulticides. The aircraft shall also be equipped with granular dispersal equipment.

4.2 Contractor shall provide an FAA Commercial licensed pilot, also licensed by the Montana Department of Agriculture as a certified commercial aerial applicator in the mosquito abatement category. This pilot shall also be familiar with standard mosquito control practices.

4.3 Contractor shall provide all necessary fuel, oil, and flags as required to implement the terms of this Agreement.

4.4 Contractor shall keep all chemical application equipment properly calibrated at all times relevant to this agreement and produce records of such calibration immediately upon request by District.

## **ARTICLE 5. CONTRACTOR'S REPRESENTATIONS**

In order to induce the District into this Agreement, Contractor makes the following representations upon which the District does rely:

- 5.1 Contractor hereby warrants to the District that the equipment to be used and provided pursuant to this Agreement shall be of high quality and shall at all times withstand audit against established health and safety standards, and local, state and federal law.
- 5.2 Contractor shall defend, indemnify, and hold harmless the District and Cascade County from all liability and claims for damages arising from bodily injury, death, property damage, sickness, disease, or loss and expense resulting from or alleged to result from Contractor's performance of this Agreement whether such liability and claim for damages arises as a result of Contractor, a subcontractor, supplier, or any of their employees or agents. Contractor shall carry insurance naming the District and Cascade County as beneficiary of the policy in the following types and amounts:

  - 5.2.1 Worker's Compensation- As required by law.
  - 5.2.2 Comprehensive General Liability-This shall include personal injury and administrative type claims in the amount of \$1,500,000.
  - 5.2.3 Aircraft Liability Including Chemical: Limited Chemical Combined Bodily Injury and Property Damage Liability \$500,000 per occurrence and \$500,000 aggregate.
  - 5.2.4 Aircraft Liability Excluding Chemical: Combined Bodily Injury and Property Damage Liability Excluding Passengers and Excluding Chemical Liability \$1,500,000.
- 5.3 Contractor shall protect, defend and indemnify the District and Cascade County and its representatives against any claim or liability arising from the violation of any of the terms and conditions of this Agreement, whether violated by Contractor, a subcontractor, or supplier or any of their employees or agents. Further, Contractor shall protect, defend and indemnify the District and Cascade County from any claims for unpaid merchandise, goods and/or supplies.

## **ARTICLE 6. DISTRICT'S REPRESENTATIONS**

The District shall be responsible and provide:

- 6.1 Written directives to Contractor of all property requiring mosquito abatement services as outlined in this Agreement and shall specify the nature and type of chemical to be used.
- 6.2 Payment at the agreed upon price as specified in Article 2.
- 6.3 All chemical and diluents.

6.4 Personnel and equipment to assist, as needed, in loading and refueling the aircraft, at the District's discretion.

#### **ARTICLE 7. CONTRACT DURATION AND TERMINATION**

7.1 Services to be performed under this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 2020. Such Agreement shall remain in full force and effect until the 31st day of December, 2020, unless earlier terminated pursuant to the terms of this Agreement.

7.2 The District shall provide Contractor 7 days' written notice of conditions violating the terms of the Agreement. If, after 7 days' written notice to Contractor, Contractor fails to remedy the conditions contained in the notice, the District may elect to issue an order of Default to Contractor and immediately cancel the Agreement.

7.3 Failure by the District to require compliance with any of the terms of this Agreement shall not constitute waiver on the part of the District to enforce compliance with such terms at a later date.

7.4 At the convenience of the parties, this agreement may be terminated prior to the 31st day of December, 2020, without penalty by either the District or Contractor upon not less than thirty (30) days written notice.

#### **ARTICLE 8. TERMS AND CONDITIONS**

8.1 This Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Contractor and the District respectively and their partners, successors, assigns, and legal representatives. Neither Contractor nor the District shall have the right to assign, transfer or sublet his interest or obligation hereunder without prior written consent of the other party.

8.2 TIME IS OF THE ESSENCE. It is understood and agreed that time is of the essence pursuant to this Agreement. Failure of Contractor to provide mosquito abatement services as directed by the District shall constitute a breach of this Agreement.

8.3 Although District herein grants Contractor the exclusive right to provide specified mosquito abatement services for the duration of this Agreement, the District specifically disclaims any warranty or guarantee the District shall engage Contractor's services. Moreover, the District specifically disclaims any warranty or guarantee that Contractor will make any profit under this Agreement.

8.4 Contractor's relationship with the District is that of an independent contractor. Nothing in this Agreement shall be construed to create an agency, partnership, joint venture or employee relationship between the parties. The parties by virtue of this Agreement shall have no right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

8.5 The District reserves the right to immediately reject, at any time without penalty or risk of breach, the subject Agreement should Contractor fail to comply with the licensing and insurance provisions provided for herein.

8.6 The equipment and chemicals used in this Agreement shall not be used other than as designated in writing by the District without advance written approval of the District.

8.7 In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, the parties shall be responsible for their own costs and attorney fees. The parties hereto consent to settle all disputes that may be litigated in the Eighth Judicial District Court in and for Cascade County.

8.8 Any amendment or modifications of this Agreement or any provision herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

8.9 All notices required to be given under this Agreement shall be addressed as follows:

**DISTRICT:** Cascade County Weed & Mosquito Management District  
279 Vaughn S Frontage Rd  
Great Falls, MT 59404  
and  
Cascade County Attorney's Office  
121 Fourth Street North, Suite 1A  
Great Falls, MT 59401

**CONTRACTOR:** JHS, Inc.  
P.O. Box 4667  
Helena, MT 59604

Such notice shall be effective when placed, correctly addressed and postage prepaid, in the United States mail.

8.10 Any provision of this Agreement, which may be found to be prohibited by law, shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

8.11 The representations made in this Agreement constitute the entire Agreement. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

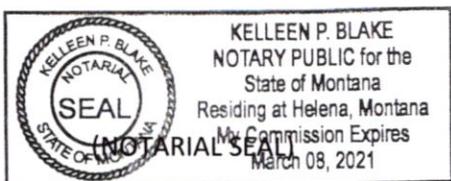
**Contractor**

John H. Semple  
President

STATE OF Montana )  
County of L+C ) :SS

This instrument was signed or acknowledged before me on this 10 day of February 2020 by John H. Semple.

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



Kelleen P. Blake  
Notary Public for the State of MT  
Residing at Helena  
My Commission expires: 3-8-2021

**Cascade County:**

BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

\_\_\_\_\_  
Jim 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.

February 25, 2020

Contract 20-15

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** **Agreement with Montana Department of Transportation for the Use of Salvaged Milled Materials**

**INITIATED AND PRESENTED BY:** **Les Payne /Interim Public Works Director**

**ACTION REQUESTED:** **Approval of Contract 20-15**

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**BACKGROUND:**

This agreement is entered into by and between the Montana Department of Transportation (MDT) and Cascade County for the use of salvaged milled materials. MDT will mill approximately 1,700 cubic yards of asphalt (salvaged milled materials) from the Federal Aid Project administered by the MDT. Cascade County will receive the materials from MDT at no cost for use by the County for improvement of public facilities owned by the County.

**RECOMMENDATION:** Approval of Contract 20-15

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission **APPROVE** Contract #20-15, agreement with Montana Department of Transportation for the use of salvaged milled materials.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract #20-15, agreement with Montana Department of Transportation for the use of salvaged milled materials.

**AGREEMENT FOR THE USE OF SALVAGED MILLED MATERIALS**

This Agreement is entered into by and between the Montana Department of Transportation (MDT) and Cascade County (County), effective on the date of the last signature.

WHEREAS, MDT has a federal aid highway project on Interstate 315 (I-315) in Cascade County, commonly referred to as IM 315-5(17)0 [9590000] (Project).

WHEREAS, as part of the Project, the MDT contractor will mill approximately 1,700 cubic yards<sup>1</sup> of asphalt (hereafter "salvaged milled materials") from the federal aid Project administered by MDT.

WHEREAS, the County desires to have approximately 1,700 cubic yards of the salvaged milled materials delivered to the County for use by the County.

NOW THEREFORE, MDT and the County agree as follows:

MDT will:

1. Mill, Haul and windrow or stockpile approximately 1,700 cubic yards of the salvaged milled material to the following locations in Cascade County, at no cost to the County.
  - a. Haul and windrow approximately 1,700 cubic yards of salvaged milled materials to Cascade County DES Facility located at 521 1<sup>st</sup> Ave. N.W. in Great Falls. Yard is accessed through the west gate adjacent to 6<sup>th</sup> St. N.W.

County will:

1. Accept delivery of the salvaged milled materials from MDT at the locations referenced above.
2. Use the salvaged milled materials only for the improvement of public facilities owned by the County.
3. Use the salvaged milled materials in conformity with the most current regulations and other guidance promulgated by the Montana Department of Environmental Quality regarding waste asphalt recycling, reuse or disposal.
4. Protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgements (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the County's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services performed, act or omission that in any way results from the acts or omissions of the County, or their agents, or subcontractors, under this Agreement.

---

<sup>1</sup> It is understood that this is an estimate and the actual quantity of milled materials from the Project may be more or less. The use of recycled asphalt pavement in the new pavement will reduce this quantity of salvaged milled materials even further.

In witness whereof, duly authorized representatives of the parties have executed this Agreement on the dates indicated.

**MONTANA DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Dwane Kailey, Engineering Division Administrator

Dated: \_\_\_\_\_

Legal Review

By: \_\_\_\_\_  
MDT Legal Counsel

Dated: \_\_\_\_\_

**CASCADE COUNTY**

By: \_\_\_\_\_  
Joe Briggs, Cascade County Commissioner,  
District #1

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
James Larson, Cascade County Commissioner,  
District #2

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jane Weber, Cascade County Commissioner,  
District #3

Dated: \_\_\_\_\_

**Agenda Report  
Prepared for the  
Cascade County Commission**

<b>ITEM</b>	<b>Public Meeting for Final Plat Approval of Manchester Industrial Park Phase 3 Major Subdivision</b>
<b>INITIATED BY</b>	<b>Dave Campbell, Active Investors, Inc</b>
<b>ACTION REQUESTED</b>	<b>Final Plat Approval for Manchester Industrial Park Phase 3 Major Subdivision</b>
<b>PRESENTED BY</b>	<b>Sandor Hopkins, Interim Planning Director</b>

**BACKGROUND:** Dave Campbell, Active Investors, Inc, request final plat approval for Manchester Industrial Park Phase 3 major subdivision that will create eight (8) light industrial lots, ranging in size from 0.939 acres to 4.77 acres. The property lies within the Light Industrial 1 (I-1) zoning district and the total acreage of the proposed site is 19.959 acres. Access to the proposed subdivision utilizes two separate ingress/egress from Vaughn South Frontage Road, Liberty Lane and Trader Lane, and an internal subdivision road system known as Windmill View Circle. This subdivision was reviewed and approved by the Department of Environmental Quality for water, wastewater, and stormwater approvals at the time of the initial Manchester Industrial Park development, this approval remains valid. This application received preliminary plat approval from the County Commission on July 10, 2018. The preliminary plat approval had eighteen (18) conditions that needed to be met prior to final plat approval 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, 2017);
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 further subdividing of the lots, 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. 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;
6. Causing to be recorded in conjunction with the final plat Lot Owners 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;

7. Causing to be recorded on the plat a statement concerning limited public services;
8. Causing to be recorded on the plat an Agriculture Notification statement;
9. 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;
10. The inclusion on the major plat a statement provided by Cascade County certifying the status of the internal subdivision roads;
11. The inclusion of setbacks in the covenants as required by the Cascade County Zoning Regulations;
12. Montana Department of Environmental Quality (MDEQ) Certificate of Subdivision Approval (COSA) shall be submitted with the final plat;
13. 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 covenant 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;
14. Installation of one 10,000-gallon cistern, properly maintained and equipped with the proper appurtenances for the Vaughn Volunteer Fire Department to use for firefighting at all times. Providing for an easement for the placement of the cistern to be granted to Cascade County as well as the developers install and the Lot Owners Association maintain an accessible approach for access to the cistern at all times;
15. The Lot Owners Association shall be responsible for the continual maintenance of the equipment subject to adequate inspections by the Fire Chief of the Vaughn Volunteer Fire Department to insure the equipment is being properly maintained;
16. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of any county road in the vicinity used to access the major subdivision, Manchester Industrial Park 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.
17. 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; and
18. 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, 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 Manchester Industrial Park 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 Manchester Industrial Park Phase 3 major subdivision due to the eighteen (18) conditions being met.

cc: Dave Campbell, Active Investors Inc  
Lyle Meeks, NCI Engineering Co  
Jim Hodges

Attachments: Final Plat Application



# Subdivision Final Plat Approval Form

Cascade County Public Works Department  
Planning Division  
121 4<sup>th</sup> 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: 01/07/2020 Payment: Check (#) 1123 Cash N/A  
Type of Subdivision: Major Final Approval/Rejection Date: \_\_\_\_\_

Date: 1-6-2020

1. Name of Subdivision: Manchester Exit Industrial Park, Phase 3

2. Location: \_\_\_\_\_ 1/4 Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_  
For Amended Plats: Lot(s) \_\_\_\_\_ Block(s) \_\_\_\_\_ Subdivision \_\_\_\_\_

3. Name of Subdivider: ACTIVE INVESTORS INC

Mailing Address: 1034 17<sup>th</sup> Ave SW

City: Great Falls State: MT Zip: 59404 Phone #: 406-799-1696

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): James E. Hodges

Mailing Address: 3645 4<sup>th</sup> Ave So

City: Great Falls State: MT Zip: 59 Phone #: \_\_\_\_\_

5. Descriptive Data:

a. Gross area in acres 19.959

b. Number of lots or rental spaces 8

c. Existing zoning or other regulations LIGHT INDUSTRIAL

6. Date Preliminary Plat Approved: 7-10-18

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

8. Any Deed restrictions or covenants? yes (If Yes, attach a copy.) emailed copy to SANDOR  
COVENANTS ALREADY FILED FOR ALL 81 LOTS  
INCLUDING PHASE 3

# NCI Engineering Co.

Engineers • Environmental • Planners • Designers

www.nciengineering.com

03 January 2020

Sandor Hopkins  
Cascade County Planning Division  
121 4<sup>th</sup> St. North, Suite 2H  
Great Falls, MT 59401

Re: Manchester Industrial Park Phase 3 Subdivision roadway

Dear Mr. Hopkins:

We transmitted three (3) copies of the referenced subdivision application along with a check for \$1400 in March of 2018. Under each of the seven tabs we included a brief narrative for that element of the application.

**Tab 3** included discussion of the roadway typical section, roadway narrative, and topographic map showing as built roadway grades. Roads are paved, with typical section and grades as noted. The developer indicates the road subgrade was shaped and geotextile separation fabric was placed. The fabric was covered with 8 inches of 3 inch minus (pit run) compacted gravel, 5 1/2 inches of compacted 1.5 inch minus compacted road mix gravel, and 3 inches of asphaltic concrete. This 16 1/2 inch typical section far exceeds county minimum standards and is appropriate for an industrial setting with higher percentage of trucks on clay. The road was constructed in 2017 by MRTE, and the information was sent to planning from the developer via letter dated March 26, 2018. NCI was not present to certify the construction but we trust MRTE to have completed the project per industry standards (Montana Public Works Standard Specifications). I revisited the site and performed a visual inspection on 02 January 2020 and found the road to be in good condition with no visible signs of rutting or deterioration. There are a few minor shrinkage cracks where the pavement surface had been sealed and prepared. This roadway does not receive traffic and as a result, the "kneading" action of traffic has not kept the road in "shiny" condition. I think the road looks great.

Respectfully,

Lyle Meeks, P. E.  
Mt. License No. 4678E

Cc: Dave Campbell

4509 North Star Blvd.  
Great Falls, MT 59405  
Phone 406.453.5478



# Cascade County Public Works

WORKING TOGETHER TO PROVIDE EFFICIENT AND EFFECTIVE PUBLIC SERVICES

July 10, 2018

Dave Campbell  
Active Investors Inc  
1034 17<sup>th</sup> Ave SW  
Great Falls, MT 59404

Re: Manchester Industrial Park Phase III

Dear Mr. Campbell,

On July 10, 2018 the Cascade County Commissioners approved the Preliminary Plat of Manchester Industrial Park Phase III. This proposed subdivision is located in the N ½ Section 28, Township 21 North, Range 2 East P.M.M., Cascade County, Montana. This letter shall serve as your notice of conditional approval.

The approval was based on meeting the eighteen (18) conditions below:

**Motion:**

I move that the Commissioners after consideration of the Staff Report and Findings of Fact **approve** the revised Preliminary Plat of Rolling Meadows Phase III, subject to the following nineteen (19) conditions:

- 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, 2017); ✓
- 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 further subdividing of the lots, 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. Pursuant to 7-22-2152 M.C.A. (2017), submitting a written plan to the Cascade County Weed ✓

*from Dave*  
*will get updated to file with plat*  
*DAVE done*  
*already recorded for all 21 lots*  
*DAVE done*

Les Pay				
DIVISIONS				
Building Maintenance Roy Curtis 4152 <sup>nd</sup> Ave No. #111 Great Falls, MT 59404 Phone: 406-454-6769	Fleet Maintenance Bob Wilson	Road & Bridge Rick Schutz	Weed & Mosquito Josh Blystone	Communications Joe Pay
		279 Vaughn S Frontage Rd Great Falls, MT 59404 Phone: 406-454-6920 Fax: 406-454-6922		

# Cascade County Public Works Department

Board specifying the methods for weed management procedures with regards to this development; ✓

*Done* 6. Causing to be recorded in conjunction with the final plat Lot Owners 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; ✓

*Jim* 7. Causing to be recorded on the plat a statement concerning limited public services; ✓

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

*better from meek* 9. 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; ✓

*Jim* 10. The inclusion on the major plat a statement provided by Cascade County certifying the status of the internal subdivision roads; ✓

*Done* 11. The inclusion of setbacks in the covenants as required by the Cascade County Zoning Regulations; ✓

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

*Jim* 13. 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 covenant 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; ✓  
*Done*

*Done* 14. Installation of one 10,000-gallon cistern, properly maintained and equipped with the proper appurtenances for the Vaughn Volunteer Fire Department to use for firefighting at all times. Providing for an easement for the placement of the cistern to be granted to Cascade County as well as the developers install and the Lot Owners Association maintain an accessible approach for access to the cistern at all times; ✓  
*INSPECTION BY VAUGHN FIRE DEPT ALREADY CONTACTED THEM*

*Done by LOT OWNERS ASSOC.* 15. The Lot Owners Association shall be responsible for the continual maintenance of the equipment subject to adequate inspections by the Fire Chief of the Vaughn Volunteer Fire ✓

**Brian K. Clifton, Director**  
**Les Payne, Deputy Director**

### DIVISIONS

<u>Building Maintenance</u> Roy Curtis 415 2 <sup>nd</sup> Ave No, #111 Great Falls, MT 59401 Phone: 406-454-6769	<u>Fleet Maintenance</u> Bob Wilson	<u>Road &amp; Bridge</u> Rick Schutz 279 Vaughn S Frontage Rd Great Falls, MT 59404 Phone: 406-454-6920 Fax: 406-454-6922	<u>Weed &amp; Mosquito</u> Josh Blystone	<u>Communications</u> Joe Payne	<u>Planning</u> Tom Mital 121 4 <sup>th</sup> St No, STE 2H/I Great Falls, MT 59401 Phone: 406-454-6905 Fax: 406-454-6919	<u>GIS</u> Tom Mital	<u>ExpoPark Maintenance</u> Rick Cole 400 3 <sup>rd</sup> ST NW Great Falls, MT 59404 Phone: 406-727-8900
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# Cascade County Public Works Department

Department to insure the equipment is being properly maintained; ✓

*Jim  
Sae  
Plat*

16. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of any county road in the vicinity used to access the major subdivision, Manchester Industrial Park 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. ✓

*was done  
in all 21 lots*

17. 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; and ✓

*N/A*

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

Please contact myself or the Planning Division if you have any concerns or questions.

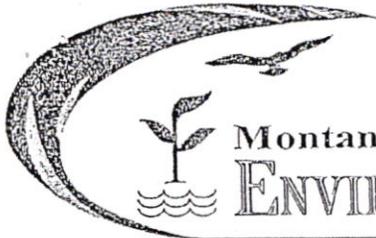
Sincerely,

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

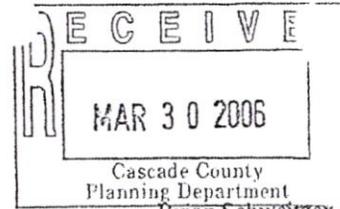
**Brian K. Clifton, Director**  
**Les Payne, Deputy Director**

## DIVISIONS

<u>Building Maintenance</u> Roy Curtis 415 2 <sup>nd</sup> Ave No, #111 Great Falls, MT 59401 Phone: 406-454-6769	<u>Fleet Maintenance</u> Bob Wilson	<u>Road &amp; Bridge</u> Rick Schutz 279 Vaughn S Frontage Rd Great Falls, MT 59404 Phone: 406-454-6920 Fax: 406-454-6922	<u>Weed &amp; Mosquito</u> Josh Blystone	<u>Communications</u> Joe Payne	<u>Planning</u> 121 4 <sup>th</sup> St No, STE 2H/I Great Falls, MT 59401 Phone: 406-454-6905 Fax: 406-454-6919	<u>GIS</u> Tom Mital	<u>ExpoPark Maintenance</u> Rick Cole 400 3 <sup>rd</sup> ST NW Great Falls, MT 59404 Phone: 406-727-8900
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Montana Department of  
**ENVIRONMENTAL QUALITY**



P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • [www.deq.mt.gov](http://www.deq.mt.gov)  
March 29, 2006

Alan T Frohberg, PE  
Glacier Engineering  
124 1st Ave South #17  
Great Falls MT 59401

RE: Manchester Exit Industrial Park  
Cascade County  
E.Q. #06-2714

Dear Mr Frohberg:

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.

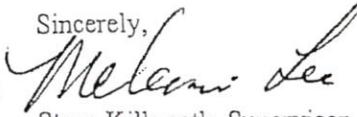
Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 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.

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 wish to challenge the conditions of this Certificate of Subdivision Plat Approval, you may request a hearing before the Board of Environmental Review or the Department, pursuant to Section 76-4-126, MCA and the Montana Administrative Procedures Act.

If you have any questions, please contact this office.

Sincerely,

*for*   
Steve Kilbreath, Supervisor  
Subdivision Review Section

SK/ML

cc: County Sanitarian  
County Planning Board

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

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

E.Q.# 06-2714  
Cascade County Approval # 2241

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **Manchester Exit Industrial Park**,

A tract of land located in Section 28, Township 21 North, Range 2 East, P.M.M. Cascade County, Montana, more particularly described as follows:

(See Exhibit "A" for metes and bounds),

consisting of 21 Lots have been reviewed by personnel of the Permitting and Compliance Division, \*\*\* (Note: Lot 22 shown on the Plat is exempt from DEQ review), and,

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

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

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

THAT Each Lot shall be used for one Commercial Building, and,

THAT the Each water system will consist of a cistern constructed in accordance with the criteria established in 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 individual sewage treatment system will consist of a septic tank and subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, and,

THAT Each subsurface drainfield shall be an evaporation-transpiration-absorption system in accordance with Glacier Engineering design based on Circular DEQ-4, Chapter 5 & 8 criteria (2005 Edition), 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 high-water 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 water supply systems, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

2 Mnchester Exit Ind. erial Park  
E.Q.#  
Cascade County Approval# 2241

THAT all sanitary facilities must be located as shown on the attached lot layout, 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 and sewage treatment system 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 21st day of March, 2006.

RICHARD OPPER  
DIRECTOR

By: Barbara Kingery for  
Steve Kilbreath, Supervisor  
Subdivision Review Section  
Permitting and Compliance Division  
Department of Environmental Quality

By: Cherry Loney R.S.  
Cherry Loney, R.N., M.A.S., Health Officer  
City-County Health Department

Owner's Name: Dave Campbell

# EXHIBIT A

## CERTIFICATE OF OWNERS

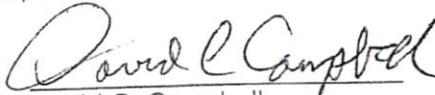
We, the undersigned property owners, do hereby certify that we have caused to be surveyed and subdivided the following tract of land:

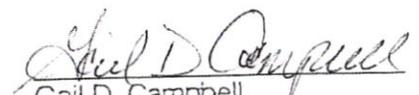
A tract in the N1/2 and N1/2SE1/4 Section 28, T21N, R2E, P.M.M., Cascade County, Montana, said tract being Tract 1B, Certificate of Survey No. S-0004307, as filed in the office of the Cascade County Clerk and Recorder, and more fully described as follows:

Beginning at the northwest corner of Tract 1B, Certificate of Survey No. S-0004307, said point being on the south right of way line of Interstate Highway 15; thence S76°31'20"E, 1392.34 feet; thence S67°59'30"E, 303.36 feet; thence S76°31'20"E, 900.0 feet, thence S84°58'50"E, 303.51 feet; thence S76°31'40"E, 185.01 feet to the northwest corner of Lot 1B, Certificate of Subdivision Plat No. P-2005-0000037, the last five courses being along said south right of way line; thence S10°05'W, 1436.98 feet to the southwest corner of said Lot 1B and the north right of way line of Vaughn Road; thence northwesterly, 2058.42 feet along a non-tangent curve to the right (Radius = 10,146.92 feet, Chord Bearing = N74°31'54"W) to a line that is parallel with and 190.0 feet northerly from the centerline of the Burlington Northern and Santa Fe Railway; thence N68°43'12"W, 1283.82 feet along said parallel line, the last two courses being along said north right of way line; thence N21°16'48"E, 1200.24 feet, along the west line of Tract 1B to the Point of Beginning; containing 100.00 acres.

Furthermore, we certify that Lot 22 is excluded from review under the Montana Sanitation in Subdivisions Act pursuant to A.R.M. 17.36.605(2)(a): "a parcel that has no existing facilities for water supply, wastewater disposal, and solid waste disposal, if no new facilities will be constructed on the parcel".

Date: \_\_\_\_\_

  
David C. Campbell

  
Gail D. Campbell

DECLARATION OF PROTECTIVE COVENANTS FOR  
MANCHESTER EXIT INDUSTRIAL PARK

This Declaration, made on the hereinafter set forth by David C. & Gail D. Campbell hereinafter referred to as 'Declarant',

WITNESETH:

WHEREAS, Declarant is the owner of certain property in the County of Cascade, State of Montana, which includes Lots: (see description).

NOW, THEREFORE, Declarant hereby declares that all of the parcels to which these Protective Covenants (The Covenants) apply, as described herein, shall hereafter be subject to the following easements and protective covenants, which are created to protect the value and desirability of said parcels. The Covenants shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. 'Association' shall mean and refer to MANCHESTER EXIT INDUSTRIAL PARK Lot Owners Association, its successors and assigns.

Section 2. 'Owner' shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or combination of Lots forming a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. In the event that more than one person or entity shall own a Lot, group of Lots, or building unit, said persons or entities shall advise the Association in writing of the name of the person entitled to cast any vote on their behalf, whether as members of the Association or otherwise.

Section 3. 'Property' or 'properties' shall mean and refer to all Lots created from that certain real property described above and such additional real property as may hereafter be brought within the jurisdiction of the Association; but shall not include any portion of the real property described above until it shall have been separated from the whole by certificate of surveyor subdivision plat.

Section 4. 'Common Area' shall mean all real property interests owned by the Association for the common use and enjoyment of the owners. Declarant shall have the right to convey to the Association such property interests as it shall deem appropriate as and for Common Area. The initial Common Areas to be owned by the Association are described as follows:

- a) The roadway and utility easements and fire cisterns reflected in the Certificates of Survey of parcels which are or shall become subject to these Covenants.
- b) All lots subject to the right of access for emergency services personnel from the Cascade County Sheriff's Office and rural fire departments.

Subsequent property interests acquired by the Association from Declarant or otherwise shall be included within the term 'Common Area'. Nothing to the contrary withstanding in the Covenants, Declarant shall have the right, in its sole discretion, to dedicate any subsequently created roadways or utility easements, which would otherwise be Common Area under the jurisdiction of the Covenants, to the 'public', or to Cascade County.

Section 5. 'Lot' shall mean and refer to any tract shown upon any Certificate of Survey of Subdivision Plat of one or more portions of the Properties with the exception of the Common Area, but shall not include any parcel of Common Area.

Section 6. 'Declarant' shall mean and refer David C. & Gail D. Campbell, their successors and assigns.

deed, is deemed to Covenant and agree to pay to the Association, (a) annual assessments or charges, and (b) special assessments for purposes permitted herein, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall also be a personal obligation of the Owner of such property at the time when the assessment fell due. The annual assessment period shall run from January 1 to December 31 of each year.

Section 2. Each Class A member shall pay one assessment per lot or building unit owned, which include one building unit, hereinafter referred to as the 'basic assessment unit'. Each building unit constructed by a Class A member in addition to the building included in the basic assessment unit shall be subject to an additional assessment, hereinafter referred to as the 'additional assessment unit'.

Section 3. Class B members shall pay no assessments.

Section 4. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement, maintenance and prevention of damage to the Common Area and improvements thereon.

Section 5. Maximum Annual Assessment. Until January 1, 2008, the maximum annual assessment shall be \$250, unless increased by vote of 51 % of the Class A members. Should a condominium building be built on any of the lots each condo unit shall be subject to an annual assessment of \$150.00. Each Condo building shall have one class A vote for every (unit) in the condo building. Notwithstanding any other provision herein, no Lot owned by Declarant shall be subject to annual or special assessments unless and until such Lot has been sold or transferred.

Section 6. Annual assessments shall be determined by the Board of Directors from and after January 1, 2007, provided however that increases in the annual assessment above \$250 shall be made only upon written consent of 51 % of Class A members.

Section 7. Notice and Quorum for any Action Authorized Under Sections 5 and 6. Any action authorized under Sections 5 or 6 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than fifteen (15) days in advance of the meeting. If the proposed action is favored by a 51 % majority of the votes of Class A members cast at such meeting, but such vote is less than the requisite 51 %, Class A members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not more than thirty (30) days preceding the date of such meeting.

Section 8. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all assessment units, whether basic or additional. Assessments may be collected on an annual or a monthly basis. All assessments for condo units shall be made at a rate of 60% of a class A assessment. For example with the annual assessment of 250.00 For a class A member a condo unit in a condo building will be assessed at  $(60 \% \times 250.00)$  or 150.00.

Section 9. Date of Commencement of Annual Assessments - Due Dates. The annual assessments provided for herein shall not be levied prior to January 1, 2007. The first annual assessment levied against a basic or additional assessment unit shall be adjusted according to the number of months remaining in the assessment period. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid

Section 10. Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment not paid thirty (30) days after the due date, whether due in one annual payment or in monthly payments, shall bear interest from the payment due date or dates at the rate of ten percent (10%) per annum . A fifty dollar late payment penalty will also apply to any assessments not paid within 30 days after the due date. The Association may bring an action of law against the Owner personally obligated to pay the same, foreclose the lien against the property, or avail itself of any remedy allowed under the laws of Montana. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the prior owner thereof from liability for any assessments thereafter becoming due or from the lien thereof.



R0144980

Page: 3 of 9

03/06/2007 03:15P

CASCADE COUNTY, MT CV

83.00 By: LDAGGETT

to those providing access, heat, communication, electrical power, and fire protection.

## ARTICLE VII - ARCHITECTURAL CONTROLS

Section 1. Temporary Structures. No structure of a temporary character, basement, tent, shack or any other outbuilding shall be used on any Lot as a residence or business either temporarily or permanently. The only exceptions are contractors trailers used as construction offices or tools and materials storage during the course of construction. All temporary structures must be maintained in a reasonable manner to present a neat and attractive external appearance.

Section 2. Permanent Structures. No residential structures are to be allowed unless they are incidental to the operation of the business and are allowable under Cascade County Zoning Regulations. No structure shall be constructed on a lot unless said structure, including the design and plans thereof, are approved by the architectural committee. All structures must be maintained in a reasonable manner to present a neat and attractive exterior appearance.

Section 3. Minimum Size Requirements. No main building shall be constructed or permitted on any Lot of less than 1500 square feet. The architectural committee shall be entitled to grant variances from the requirements of this section. All buildings must be finished on the exterior within one year of the commencement of construction. All improvements excavations or other work on the Lot in preparation for construction of any building or improvements must be pursuant to the applicable permits, rules, and buildings codes of Cascade County and the state of Montana.

Section 4. Accessory Buildings. All accessory buildings such as garages, warehouse or storage buildings shall be of new materials and must be architecturally compatible with the business on or being constructed on the lot and shall be approved by the architectural committee.

Section 5. Fencing. Fences may not be constructed without approval of the Architectural Committee. Fences must be of a good quality and construction and must be kept in good repair so as to preserve utility and appearance. Regarding the High Pressure gas line that runs through the project no fence posts shall be placed within 5 feet of the outside edge of the gas line. Any fences built over the 50 foot gas line easement must have a gate in the easement area that has at least a 20 foot opening to allow for access to the gas line easement.

Section 6. Building Location, Buildings built in the Manchester Exit Industrial Park Subdivision must be built in compliance with the Department of Environmental Quality Permitting and Compliance Division. (For basic compliance with Montana State Regulations see building location on plat filed with state permit).

Section 7. Signs. All signs in the subdivision shall be first approved by the architectural committee and must be in compliance with section 9 of the Cascade County Supplementary Regulations for signage. No sign placed for any business in the subdivision shall unduly block another business owners sign ..

Section 8. Maintenance. Owners shall provide exterior maintenance of their respective land and structures. The premises, improvements, and appurtenance shall be maintained in a safe, clean, neat, and orderly condition. No rubbish or other waste shall be allowed to accumulate or be buried on the property.

Section 9. Containers. All garbage and trash shall be kept in covered containers which shall be screened by adequate fencing and/or shrubbery so as not to be visible from the adjoining property or roads. These containers shall be kept in a clean and orderly condition. In this regard, no garbage receptacles or racks shall be placed closer than 100 feet from the front of any Lot unless the same are so constructed as to be completely underground or screened from sight by a suitable enclosure so as not to create an unsightly area or to interfere with the general beauty of the area, provided that garbage cans may be placed in front of buildings on the days of each week when garbage is collected, if any. No trash or garbage may be burned at any time on said Lots. Garbage collection and disposal are the responsibility of the Owner.

Section 10. Inoperable Vehicles. No motor vehicle which cannot be moved under its own power may be left outside on any of the Lots for more than ten days nor left on the roads in said subdivision at any time. On-site parking shall be provided on every Lot for all automobiles, trucks, trailers and equipment kept by any of the Owners of any Tract.

Section II. Culverts. All culverts under driveways shall be installed in accordance with county specifications including requirement that such culverts be at least one foot in diameter and twenty feet in length. Any variation from such specifications must be approved by the County Commissioners of Cascade County, Montana.



R0144980

Page: 5 of 9

03/06/2007 03:15P

CASCADE COUNTY, MT CV

83.00 By: LDAGGETT

Lots for repairs necessary for road, utility or sign easements.

Section 8. Animals. Lots are to be used for industrial and commercial business purposes and as such no hoofed animals or fowl may be kept for any reason. 2 cats or 2 dogs or 1 cat and 1 dog may be kept per lot as pets or watch dogs as long as they do not become a nuisance to neighboring Lot owners. veterinary clinics or pet shops maybe allowed if approved by the architectural committee and are in compliance with the Cascade County Zoning Rules. Any pets or watch dogs must be controlled at all times and are restricted to confinement on the Lots of the owners of the animals.

Section 9. Permitted accessory uses. Located on the same lot with the permitted principal use. Living quarters that are required by and incidental to the operation of the industrial enterprise will be allowed. The plans must be presented to the architectural committee.

Section 10. Offensive Activity.

- A) No obnoxious or offensive activity shall be carried on upon any portion of the Property nor shall anything be done thereon which may be, or may become, an annoyance to the neighborhood.
- B) No fireworks may be brought into, discharged or stored on the Property except as permitted by the laws of the State of Montana and Cascade County. The Association may make rules to regulate the use of, and/or storage of fireworks on the Property.
- C) No firearms shall be discharged on the properties, except as permitted by laws of Cascade County and the State of Montana. The Association shall be entitled to make further rules and regulations governing the use of firearms and fireworks on the Property.

Section 11. Sand and Gravel. Nothing in these Covenants shall prevent Declarant from removing sand and gravel from the real property which is described on page one hereof.

#### ARTICLE X - GENERAL PROVISIONS

Section 1. Effects of Covenants on Mortgage. A breach of any of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value on any Lot, or any portion thereof, and any improvements thereon, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any Owner thereof whose title thereto was acquired by foreclosure, trustee sale or otherwise.

Section 2. Incorporation by Reference. In any conveyance of any of the lands covered hereby, it shall be sufficient to insert a provision therein to the effect that the conveyance is subject to the restrictions and covenants contained in this document, without setting forth such restrictions and covenants verbatim or in substance in such conveyance.

Section 3. Enforcement. The covenants and restrictions of these Covenants shall inure to the benefit of and be enforceable by the Association and the Owner of any Lot subject to this Declaration, and shall further inure to the benefit of Cascade County, a body politic, as a third party beneficiary, with equal rights of enforcement vested in the County of Cascade. Enforcement of these covenants shall be by procedure of law or in equity against any person or persons violating or attempting to violate any covenants, and the legal proceedings may be either to restrain the violation of the covenants or to recover damages, or both. Each person who has been found by a Court of competent jurisdiction to have violated one or more of these covenants shall be liable for all attorney's fees and costs incurred in connection with the litigation.

The failure of the Association or any Owner or Owners of any Lot or Lots to enforce any of the restrictions set forth in this document at the time of its violation, shall in no event be deemed a waiver of the right to do so thereafter. The restrictions set forth herein shall be personally binding upon any person, persons or corporations, only with respect to breaches committed during its, his/hers or their ownership of or title to any of said tracts and any part thereof.

Section 4. Severability. Invalidation of any of these covenants by judgment or a court order shall in no way affect any of the other provisions, but they shall remain in full force and effect.

Section 5. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 6. Annexation. After January 1, 2006 Declarant shall be entitled in its sole discretion to



R0144980

Page: 7 of 9

03/06/2007 03:15P

CASCADE COUNTY, MT CV

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 5th day of March, 2007.

*David C. Campbell*

David C. Campbell

*Gail D. Campbell*

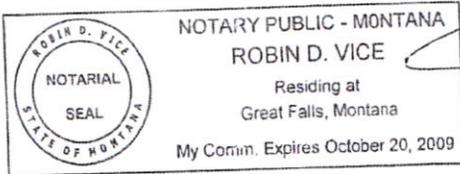
Gail D. Campbell

STATE OF MONTANA ) ss>

COUNTY OF CASCADE )

On this 5th day of March, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared David C. Campbell & Gail D. Campbell, known to me to be the Declarant.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year here in above first written.



*Robin D. Vice*

Notary Public for the State of Montana  
Residing at Great Falls, Montana

My Commission expires: \_\_\_\_\_



R0144980

Page: 9 of 9  
03/06/2007 03:15P

CASCADE COUNTY, MT CV

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## PROPOSED NOXIOUS WEED MANAGEMENT PLAN

In accordance with 7-22-2123 (4) MCA. A person is considered in compliance if he submits and the Board accepts a proposal to undertake specified control measures, and is in compliance for so long as he performs according to the terms of the proposal.

1. Noxious weeds requiring management with approximate size of infestations: None observed at time of inspection. Weeds likely to become present if ground disturbed.
2. Location: Township 21N Range 2E Section 28 GEO Code 02-9137-28-1-03-01-0000  
 Sub-division \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_ (Manchester Ind. Park Phase III)  
*\*Attach map of plat, or sketch of the property with weed infestations shown\**
3. Number of years to implement management plan: \_\_\_ 1 year  3 years \_\_\_ 5 years
4. Specified control measures: Spray or mow if weeds become present.  
Spraying is most effective.  
 Chemical: Mark which chemical(s) will be used, or write chemical(s) here: (weed species dictates)

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

Cultural/Physical: Explain. Mowing acceptable

Biological: As an integrated component of overall management. Explain. \_\_\_\_\_

5. Who will be doing the control work? Self  Commercial contractor
6. Dates control measures will be carried out each year: May through July, as needed
7. Are there any environmentally sensitive areas? No If so describe: n/a

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

Dated this 6th day of March 2018.  
 Weed District Accept:  (yes) (no)  
 Weed District Signature: \_\_\_\_\_  


I acknowledge and agree to the foregoing provisions:  
 Signature: \_\_\_\_\_  
 Name: ACTIVE INVESTORS INC  
 Mailing Address: 1034 15th Ave SW  
 City: CREST FALLS State: MT Zip: 59400

Preliminary  
 Plat of  
**MANCHESTER EXIT  
 INDUSTRIAL PARK - PHASE 3**  
 A SUBDIVISION IN THE N1/2 SECTION 28,  
 TOWNSHIP 21 NORTH, RANGE 2 EAST, P.M.M.,  
 CASCADE COUNTY, MONTANA.

POINT OF BEGINNING  
 NW Corner T18N, R2E, S1004307  
 NE Corner Lot 22, Manchester Exit  
 Industrial Park - Phase 1

**Legend**

- Found Concrete Iron Marker With 3" Offset Intermediate "M" Survey Iron Pin
- Found "M" Station With "M" "Hodges"
- Set "M" Marker With "M" "Hodges"
- Corner Stake
- MPF Burleigh Northern & Santa Fe Railway
- SWF Right of Way
- YPC Yellow Plastic Cap
- CS Corner of Survey
- Approx. East, High Pressure Gas Line
- MEIP-1 Manchester Exit Industrial Park - Phase 1
- MEIP-2 Manchester Exit Industrial Park - Phase 2



SCALE IN FEET  
 Scale: 1" = 100'

**Notes**

1. The Interstate Highway 15 right of way was determined using 7 offset smooth iron pins found by concrete RW markers and the back of one concrete RW marker where the offset iron pin was not found.
2. Found bearings & distances for exterior boundary matched record per Plat of Manchester Exit Industrial Park - Phase 1.
3. Back of bearings between found monuments at northwest and northeast corners of Lot 22, Manchester Exit Industrial Park - Phase 1.
4. Cornerlines of open steel to lines.

CURVE DATA			
Curve	Chord	Angle	Radius
1	368.12	107° 44' 42"	107.12
2	368.12	107° 44' 42"	107.12
3	368.12	107° 44' 42"	107.12
4	368.12	107° 44' 42"	107.12

Date of Survey: March 25 - April 30, 2018

**CERTIFICATE AND ACKNOWLEDGEMENT OF ROADWAY DEDICATION**

Upon the official approval and filing of this plat as provided by Title 76, Chapter 3, M.C.A., the public shall hereby acquire a highway right-of-way, as defined by § 60-1-102(2)(3), 60-1-102(1)(5), M.C.A. in and upon all roadways, streets, and alleys depicted on this plat for the purpose of ingress and egress to and from all subdivided lands depicted. All roadways, streets, and alleys depicted on this plat shall constitute perpetual "public Highways," as defined by § 60-1-102(2)(3), M.C.A. Accordingly, upon approval and filing of this plat, Cascade County shall hereby acquire a Highway easement, as defined by § 60-1-102(1)(5), 60-1-102(1)(6), and 60-1-102(1)(7), M.C.A., for future highway purposes in, upon, and under all roadways, streets, and alleys depicted on this plat. This easement may not be abandoned, diminished, or lost by any means, including but not limited to non-use, except as provided by § 7-14-210(2) and § 7-14-200 through 200A, M.C.A.

However, until such time as Cascade County may hereafter formally and specifically open, establish, or accept all or part of them as county roads as provided by § 7-14-210(1), M.C.A., the roadways, streets, and alleys depicted on this plat, are not "county roads" as defined by § 60-1-102(1), 60-1-102(1)(6), and 7-14-210(2), M.C.A., and shall not become "county roads," except as provided by § 7-14-210(1), M.C.A. Approval and filing of this plat does not constitute any act or intent by Cascade County to open, establish, accept, construct, improve, or maintain any or all of the roadways, streets, and alleys depicted on this plat as county roads.

Subject to the public rights-of-way created by this plat, the ownership of the land depicted on this plat shall privately retain the fee interest in all lands encumbered by the public rights-of-way created by this plat. Until such time as Cascade County may hereafter formally and specifically open, establish, or accept all or part of the roadways, streets, and alleys depicted on this plat as county roads as provided by § 7-14-210(1), M.C.A., or until another government entity acquires, accepts, or assumes control of all or part of the roadways, streets, and alleys depicted on this plat as state highways or city streets in the manner provided by law, the ownership of all lands depicted on this plat shall be exclusively and solely responsible to maintain and improve the depicted public highways and rights-of-way created by this plat. Thus, Cascade County shall have no duty or obligation to construct, improve or maintain the public highways and rights-of-way created and depicted on this plat until such time the County may hereafter formally and specifically open, establish, or accept all or part of them as "county roads" as provided by § 7-14-210(1), M.C.A. All references to MCA in this dedication shall exclusively refer to Montana Code Annotated (1992).

NO GRANTED, DEDICATED, AND DECLARED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTORS AND SUBDIVIDERS: ACTIVE INVESTORS, INC.  
 By: David C. Campbell, President

**CERTIFICATE DISPENSING WITH PARK AND PLAYGROUND**

Whereas, since the accompanying plat is exempt from park or playground requirements as referenced in Section 76-3-921(1)(a), M.C.A., the County Commission of Cascade County, Montana, during its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, dispensed with any park or playground requirements.

Board of County Commissioners: Attest: Clark & Recorder  
 Cascade County, Montana

**NOTICE OF AGRICULTURAL ACTIVITIES**

Take notice all prospective purchasers of land in this subdivision that this subdivision is in the vicinity of existing agricultural activities which may affect a purchaser's use and/or enjoyment of his/her property.

**STATEMENT OF LIMITED PUBLIC SERVICES**

Certain public services such as, but not limited to, school busing, snow plowing and road maintenance, may not be provided by Cascade County.

**Easement Notes**

1. Easement Recorded on Reel 131, Document 1090 for Highway/Railway Grade Crossing does not affect this subdivision. Ranched to the south and across the Vaughn Road from this subdivision.
2. Easement to State of Montana recorded in Book 156, Page 175 does not contact or affect this subdivision.

TOTAL AREA LOTS - PHASE 3: 19,959 Acres  
 TOTAL AREA - PHASE 3: 19,959 Acres  
 USE ALL LOTS IN PHASE 3: LIGHT INDUSTRIAL

**CERTIFICATE OF OWNER**

The undersigned property owner does hereby certify that I have caused to be surveyed and subdivided into lots a tract of land in the N1/2 Section 28, T21N, R2E, P.M.M., Cascade County, Montana, more fully described as follows:

A tract of land in the North One Half Section 28, Township 21 North, Range 2 East, P.M.M., Cascade County, Montana, said tract being a portion of Tract 18, Certificate of Survey No. 0-306430-7, as filed in the office of the Cascade County Clerk and Recorder, and more fully described as follows:

Beginning at the northwest corner of Tract 18, Certificate of Survey No. 0-3004307, said point being on the south right of way line of Interstate Highway 15, said point also being the northeast corner of Lot 22, Manchester Exit Industrial Park - Phase 1, thence South 10°31'20" East 1294.26 feet along said south right of way line to the True Point of Beginning, said point also being the northeast corner of said Lot 22; thence South 10°30' West 1376.26 feet along the east line of said Lot 22 to the southeast corner of said Lot 22 and the north right of way line of Vaughn Road (State Highway F&P 10, Unit 7), thence southeasterly 654.03 feet along a non-tangent curve to the left (Radius = 10,146.92 feet, Chord Bearing = South 10°44'10" East) to the southeast corner of Lot 13, Manchester Exit Industrial Park - Phase 1, said curve also being the north right of way line of Vaughn Road; thence North 17°25' East 825.81 feet along the west line of Lots 13, 12, and 11, Manchester Exit Industrial Park - Phase 1 to the northeast corner of said Lot 11 and the southeast corner of Lot 10, Manchester Exit Industrial Park - Phase 2, thence North 10°30' East 568.03 feet along the west line of said Lot 10 to the northwest corner of said Lot 10 and the south right of way line of Interstate Highway 15; thence North 20°21'20" West 217.30 feet; thence North 07°59'20" West 303.39 feet; thence North 78°13'20" West, 98.06 feet to the True Point of Beginning, the last three courses being along said south right of way line, containing 19,959 acres, to be known and designated as Manchester Exit Industrial Park - Phase 3.

Date: \_\_\_\_\_  
 Active Investors, Inc.  
 By: David C. Campbell, President

**DECLARATION OF COVENANT**

Active Investors, Inc. does hereby declare that all of the parcels described herein shall be held, sold and conveyed subject to the covenants filed with Manchester Exit Industrial Park - Phase 1. Said covenants shall run with the said property and be binding on all parties and their heirs, successors, and assigns. The covenant may be revoked for any or all of the parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County which is deemed to be a party to and may enforce the covenant.

Date: \_\_\_\_\_  
 Active Investors, Inc.  
 By: David C. Campbell, President

STATE OF MONTANA )  
 County of \_\_\_\_\_ )  
 On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared David C. Campbell, known to me to be the owner of the State of Montana, personally known to me, and he acknowledged to me that he executed the foregoing Certificate of Owner, Certificate and Acknowledgment of Roadway Dedication and Declaration of Covenant, and he acknowledged to me that he executed the same.

Notary Public, State of Montana  
 Residing at \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

**CERTIFICATE OF PLANNING BOARD**

We, the undersigned Cascade County Planning Board, Cascade County, Montana, do hereby certify that the accompanying plat of MANCHESTER EXIT INDUSTRIAL PARK - PHASE 3, Cascade County, Montana, was submitted to the said Planning Board for examination, was found to conform to the law and was approved at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Cascade County Planning Board  
 Cascade County Planning Division

**CERTIFICATE OF COUNTY COMMISSIONERS**

We, the undersigned Board of County Commissioners of Cascade County, Montana, do hereby certify that the accompanying plat of MANCHESTER EXIT INDUSTRIAL PARK - PHASE 3, Cascade County, Montana, was submitted to the Board of County Commissioners for examination, was found to conform to the law and was approved at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Board of County Commissioners: Attest: Clark & Recorder  
 Cascade County, Montana

**CERTIFICATE OF TREASURER**

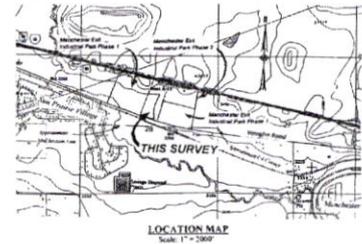
I, James Bailey, County Treasurer of Cascade County, Montana, do hereby certify that I examined the records covering the areas included on the accompanying plat, and find that all taxes on same have been paid up to date.

Date: \_\_\_\_\_  
 James Bailey, Treasurer  
 Cascade County, Montana

**CERTIFICATE OF SURVEYOR**

I, James E. Hodges, Professional Engineer and Land Surveyor, do hereby certify that I made the survey as shown on this plat and that said survey is true and complete as shown.

Date: \_\_\_\_\_  
 James E. Hodges, P.E. & L.S.  
 Montana License No. 45936S



DATE	BY	REVISION
03/25/18	J.E.H.	1
04/30/18	J.E.H.	2
05/01/18	J.E.H.	3
05/02/18	J.E.H.	4
05/03/18	J.E.H.	5
05/04/18	J.E.H.	6
05/05/18	J.E.H.	7
05/06/18	J.E.H.	8
05/07/18	J.E.H.	9
05/08/18	J.E.H.	10
05/09/18	J.E.H.	11
05/10/18	J.E.H.	12
05/11/18	J.E.H.	13
05/12/18	J.E.H.	14
05/13/18	J.E.H.	15
05/14/18	J.E.H.	16
05/15/18	J.E.H.	17
05/16/18	J.E.H.	18
05/17/18	J.E.H.	19
05/18/18	J.E.H.	20
05/19/18	J.E.H.	21
05/20/18	J.E.H.	22
05/21/18	J.E.H.	23
05/22/18	J.E.H.	24
05/23/18	J.E.H.	25
05/24/18	J.E.H.	26
05/25/18	J.E.H.	27
05/26/18	J.E.H.	28
05/27/18	J.E.H.	29
05/28/18	J.E.H.	30
05/29/18	J.E.H.	31
05/30/18	J.E.H.	32

Survey For: Dave Campbell  
 Owners: Active Investors, Inc.  
**JAMES E. HODGES**  
 Professional Engineer & Land Surveyor  
 (State Public Information)



Manchester Volunteer Fire Department  
38 Haven Lane  
Great Falls, Montana



February 14, 2020

Cascade County Commissioners  
Court House Annex  
Great Falls, MT

Commissioners,

This letter confirms that I have inspected the underground water supply tank for Manchester Industrial Park Phase 3 and that it meets the fire water supply requirements as set out in the current Cascade County Subdivision regulations.

An initial inspection turned up deficiencies and corrective action was ordered. Subsequent inspections confirmed that those measures have been implemented by the developer.

Sincerely,

A handwritten signature in blue ink that reads "Leonard Lundby".

Leonard Lundby  
Fire Chief - Manchester Volunteer Fire Department

February 25, 2020

Agenda #2

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** License and Support Agreement with Accela

**INITIATED AND PRESENTED BY:** Sean Higginbotham, IT Director

**ACTION REQUESTED:** Approval of Contract 20-17

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**BACKGROUND:**

The purpose of this agreement is to define the terms and conditions under which Cascade County and Accela shall operate. Cascade County utilizes the software product *Envision Connect* for its Environmental Health Division operations at the City-County Health Department. This software product which was originally produced by Decade Software has since been acquired by Accela. As a result of the acquisition by Accela, Accela and Cascade County have negotiated a new agreement. Costs for the new agreement include services Accela provided to Cascade County (2018-2019) which were previously unbilled in the amount of \$12,075.00, costs for the current year (2019-2020) in the amount of \$15,531.96, and costs for next year (2020-2021) in the amount of \$21,024.70. The term of the agreement is (3) years and thereafter may be renewed annually. In addition to the foregoing costs, an additional cost of \$15,000 for the migration of the product from on-premise hosting to the cloud hosting is also incorporated into the agreement. The total cost to the County is \$63,631.66

**RECOMMENDATION:** Approval of Contract 20-17

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-17, a license and support agreement with Accela for the use of the Envision Connect platform and migrating to Accela's hosted environment.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-17, a license and support agreement with Accela for the use of the Envision Connect platform and migrating to Accela's hosted environment.

**ACCELA SUBSCRIPTION SERVICES AGREEMENT**

This Accela Subscription Services Agreement (this "**Agreement**") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "**Effective Date**") by and between Accela, Inc. and the entity identified in such Order ("**Customer**").

**1. DEFINITIONS**

- 1.1. "**Accela Systems**" means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.
- 1.2. "**Aggregate Data**" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.
- 1.3. "**Authorized User**" means one named employee (identified by a unique email address), contractor or agent of Customer for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement
- 1.4. "**Consulting Services**" means packaged or time and materials consulting, review, training or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant an Order, a current description of the Consulting Services Policy attached hereto and incorporated herein by reference. The Consulting Services Policy may be updated from time to time by Accela, upon notice to Customer.
- 1.5. "**Customer Data**" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.
- 1.6. "**Delivery**" means making the [development/initial] environment available to customer, as further described in Section 2.
- 1.7. "**External Users**" means third part users of the Subscription Services that access the public facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.
- 1.8. "**Intellectual Property Rights**" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.
- 1.9. "**Order**" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.
- 1.10. "**Service Availability Policy**" means the service availability and security polices attached hereto and incorporated herein by reference.
- 1.11. "**Subscription Services**" means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.
- 1.12. "**Software**" means any software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.
- 1.13. "**Support Services**" means those technical and help services provided by Accela in accordance with the Support Services Policy attached hereto and incorporated herein by reference.
- 1.14. "**Documentation**" means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.
- 1.15. "**Subscription Period**" means the duration of Customer's authorized use of the Subscription Services as designated in the Order.

**2. USAGE AND ACCESS RIGHTS**

- 2.1. Right to Access. Subject to the terms and conditions of this Agreement Accela hereby grants to Customer a limited, non-exclusive, non-transferrable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then current rates.

Delivery shall occur when Accela shall makes a development environment of the Subscription Services available to Customer by emailing log-in information to Customer's contact identified in the applicable Order for any new deployment or an email confirmation of the availability of additional licenses for any additional order to an existing Subscription Services instance.

2.2. Support Services & Availability. During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels as specified in the applicable policies. The remedies set forth in the Support Services & Service Level Policies are the sole and exclusive remedies for any breach of the services level. Customer grants Accela a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3. Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4. Restrictions on Use. Customer shall not, and shall not permit others to (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that; (a) violates or infringes upon the rights of a third party; or (b) store or transmit of libelous, tortious, or otherwise unlawful material or malicious code or viruses; (vi) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (vii) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (viii) access, use or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis, the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage, (ix) provide access to the Subscription Services to competitors of Accela, (x) access or use components of the Subscription Service not licensed by Customer; (xi) use or allow the use of, the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3); (xi) remove, delete, alter, or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Subscription Services; or (xii) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5. Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription, Consulting or Support Services then Customer shall receive a limited license, consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6. Customer's Responsibilities. Customer will (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use which it reasonably becomes aware or should have become aware of, and (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations.

### **3. PAYMENT TERMS**

3.1. Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees shall be invoiced annually in advance and such fees shall be due and payable on the first day of the Subscription and on each anniversary thereafter for each renewal, if any. All other invoices shall be due and payable net 30 from the date of the applicable invoice. All undisputed amounts payable to Accela under this Agreement shall be paid by Customer in full without any

setoff, deduction, debit, or withholding for any reason. Any late payments of undisputed amounts payable shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All Subscription fees are exclusive of any taxes, levies, duties, withholding or similar governmental assessments of any nature (collectively, "Taxes"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2. Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

#### **4. CONFIDENTIALITY**

As used herein, "**Confidential Information**" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party, (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and (ii) will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's request and cost, to contest, limit, or protect the disclosure.

#### **5. CUSTOMER DATA**

5.1. Ownership. Customer reserves all its rights, title and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

5.2. Usage. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's personal data or Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3. Use of Aggregate Data. Customer agrees that Accela may collect, use, and disclose Aggregate Data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All Aggregate Data collected, used, and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users, or any third parties utilizing the Subscription Services.

#### **6. WARRANTIES AND DISCLAIMERS**

6.1. Accela Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or, after making all commercially reasonable attempts to do the foregoing (c) terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2. Consulting Services. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform

the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing (b) refund the fees paid for the non-compliant Consulting Services.

6.3. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. **Cannabis-Related Activities.** If Customers purchases any Subscription Services for use with any cannabis related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis-related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third-party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

7. **INDEMNIFICATION.** Accela will defend (or at Accela's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Customer, at Accela's expense, in the defense and/or settlement of such claim and (c) the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Subscription Services may be joined, Accela may seek to (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance), (b) replace the Subscription Services with a service that is non-fringing that provides substantially similar functionality and performance, or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent for any claims arising from (i) any combination of the Subscription Services with products, services, methods of a third party to the extent such combination is not necessary to achieve functionality of the Subscription Services; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications (ii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iii) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; (iv) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

#### 8. **LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR

NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## **9. SECURITY**

Accela has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any security breach caused by any such persons, entities, or technologies. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

## **10. THIRD PARTY SERVICES**

Customer may choose to obtain a product or service from a third-party that is not directly provided by Accela as a component of the Subscription Services ("**Third Party Services**") and this may include third-party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third-Party Service or the performance of the Subscription Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third-Party Services.

## **11. TERM AND TERMINATION**

11.1. Agreement Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of any Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2. Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. Except as otherwise specified in the applicable Order, (a) all Subscriptions will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Term. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3. Termination or Suspension for Cause. A party may terminate any this Agreement and any Subscription Services license granted hereunder for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at its sole option, suspend Customer's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Accela: (i) reasonably suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data (ii) reasonably suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability, (iii) is or reasonably believes it is required to do so by law or court order or (iv) Customer's undisputed payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days' notice of such suspension for undisputed delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

11.4. Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request, Accela shall provide Customer Data and associated documents in a database dump file that will be unencrypted unless otherwise requested by Customer; provided that, Customer (a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; (b) pays any and all undisputed, unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except as mutually agreed. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate

its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy is attached hereto and incorporated herein by reference.

11.5. Survival. Sections 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 6.5 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

## **12. GENERAL**

12.1. Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) three days after sending registered, return receipt requested, post or (iii) one day after sending by commercial overnight carrier. Notices will be sent to the Customer at : Cascade County, Attention IT Director, 325 2<sup>nd</sup> Avenue North, Great Falls, Montana 59401.

12.2. Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of Montana without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in Cascade County, Montana and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connections with the services performed under this Agreement and Customer's use of the Subscription Services, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

12.4. Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5. Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

12.6. Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Neither party will be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of the parties despite the exercise of reasonable care. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.



**ACCELA, INC.**  
**DATA STORAGE POLICY**

The Licensee's subscription comes with a limit of 2.5TB data storage for all cloud environments. Data storage includes:

- Transaction data;
- Reference data;
- Configuration data;
- Documents and Report Files;
- Backup copies; and
- Other data stored by Accela on behalf of the customer.

Additional storage can be purchased from Accela in blocks of 500GB, with a price of one thousand dollars (\$1,000) per year. When Licensee approaches the 2.5TB limit, it will begin receiving monthly notifications highlighting data usage levels across its environment. Once the 2.5TB limit is reached, a charge of one thousand dollars (\$1,000) for an additional 500GB will be automatically added to the Licensee's subscription renewal.

**Data Retention**

If the Licensee's Software as a Service ("SaaS") subscription expires or is otherwise terminated, Contractor will initiate its data retention processes, including the deletion of licensee data from systems directly controlled by Contractor.

- If a Licensee's SaaS subscription expires or is otherwise terminated, Contractor will store its customer data, as defined in the master agreement between Licensee and Contractor, for ninety (90) days (the "Retention Period"). During the Retention Period, provide Licensee with a notice indicating its intention to delete its Customer Data.
- After the Retention Period, Contractor will, within a commercially reasonable amount of time, disable the account and delete the customer data, including any cached or backup copies.

**Frequently Asked Questions**

**Can Licensee track its storage usage on the Accela Cloud?**

It's not currently possible to track storage usage in the Civic Platform application. However, Licensee will receive a report detailing its data usage annually, at the time of renewal. Licensee can request this information at any time outside of the renewal period by submitting a support case through Accela Customer Support. When Licensee approaches the storage limit, it will receive monthly notifications particularizing its storage usage.

**What will happen if Licensee exceeds its storage limit?**

If Licensee's Accela Cloud instance exceeds the storage limit, it will receive notification and a charge of one thousand (\$1,000) per 500GB of usage will be billed at the time of subscription renewal.

**Can I increase my storage limit?**

Yes. Storage limits can be increased by purchasing additional storage in blocks of 500GB at one

 **Accela**  
thousand dollars (\$1,000) per year.

## ACCELA CONSULTING SERVICES POLICY

This Policy governs the provision by Accela, and the receipt by Customer, of the Professional Services (Defined below) that Accela agrees to provide to Customer. Purchase or use of Accela Software is subject to this Policy.

1. **Scope of Services.** Accela will provide Customer with certain Software implementation, configuration, conversion, upgrade, data extraction, diagnostic, training and/or other skilled services (collectively "**Professional Services**") as set forth in the applicable Statements of Work (each an "**SOW**") or Accela order forms executed by Accela and Customer (each an "**Order**"). Any such SOW or Order must reference this Policy or the master agreement to which this Policy is incorporated. For purposes of this Policy, "**Software**" means the Accela software products and/or software-as-service subscriptions purchased by Customer under a separate agreement with Accela or its authorized resale partner.

Each SOW or Order will include, at a minimum: (i) a description of the Professional Services and any deliverables and/or materials to be provided to Customer (each, a "**Deliverable**"); (ii) scope of the Professional Services; and (iii) applicable fees and payment terms for such Professional Services, if not elsewhere specified. All SOWs and Orders will be subject to this Policy.

Professional Services, based on the nature or delivery of such services, may be (i) subject to additional terms and conditions which will be incorporated by reference at the time of Customer's purchase or Accela's performance of such Professional Service; and/or (ii) performed by Accela, its affiliates, partners or subcontractors acting within or outside of the United States.

2. **Acceptance.** Customer is responsible for reviewing and testing all Deliverables in accordance with each SOW or Order pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties. Customer will provide Accela with written timely notification of acceptance or rejection of each Deliverable promptly but in any event no more than twenty (20) days after delivery, or the Deliverable will be deemed accepted. Any deficiency must be specified in sufficient detail and can be replicated by Accela. Accela will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable. If a Deliverable fails to meet the acceptance criteria specified in the applicable SOW after its resubmission to Customer, Customer may terminate the relevant SOW immediately upon written notice.

**Change Management Process.** If Customer or Accela requests a change in any of the specifications, requirements, Deliverables, or scope (including drawings and designs) of the Professional Services described in any SOW or Order, the party seeking the change will propose the applicable changes by written notice. Within a reasonable amount of time (not to exceed four (4) business days in the case of implementation services) after receipt of written notice, each Party's designated personnel will meet, either in person or via telephone conference, to discuss and agree upon any proposed changes. Thereafter, Accela will prepare a change order describing the proposed changes to the SOW and any associated changes in the Deliverables, Deliverable schedule, fees and/or expenses (each, a "Change Order").

Change Orders will not be binding until they are executed by both parties. Executed Change Orders will be deemed part of, and subject to, this Policy. If the parties disagree about the proposed changes, they will promptly escalate the Change Order to their respective senior management for resolution.

In the event Customer requires significant changes to any SOW (either individually or cumulatively across Change Order(s)) which Accela reasonably determines is (i) a material modification of the nature or scope of Professional Services being purchased and/or (ii) significantly outside any Supported Configuration (defined below or as detailed in the SOW), Accela may, upon no less than thirty (30) days' notice to Customer, suspend or terminate the applicable SOW(s) and/or Change Order(s). In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables. Unless otherwise expressly agreed to by the parties at the time of any such material change, Accela will not be deemed to have waived any Customer payment obligations in respect of completed Deliverables. A "**Supported Configuration**" means a configuration of the Software that can be consistently supported by Accela via application process interfaces (APIs) does not require direct database changes and is capable of being tested and maintained by Accela.

### 3. **Ownership Rights and Licenses.**

License for Deliverables. Subject to the Customer's master agreement and upon payment of fees due under an applicable SOW or Order, Accela may grant Customer a limited, non-exclusive, worldwide, nontransferable, terminable license to use the Deliverables solely for Customer's internal operations in connection with authorized use of the applicable Software. Notwithstanding any other provision of this Policy, nothing herein is intended to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("**Tools**") used by Accela to develop the Deliverables.

Proprietary Rights. As between the parties, Accela shall solely and exclusively own all right, title, and interest in the Professional Services, Deliverables, and Software, including all modifications, enhancements, and derivative works thereof and any other of Accela's products or services, whether created by Accela or Customer, together with all intellectual property and other proprietary rights therein. Customer hereby makes all assignments necessary to accomplish the foregoing ownership.

No Reverse Engineering or Derivative Works. Deliverables are Accela Confidential Information and Customer may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license or grant any interest in the Deliverables to any party except as expressly permitted by Accela.

Processes & Know-How. Accela will own all rights, title and interest in and to the all processes, methods, procedures and know-how established or utilized by Accela in performance of the Professional Services. None of the Professional Services or Deliverables will be deemed to constitute work product or work-for-hire inuring to the benefit of Customer.

Conflict. In the event any language conflicting with this Section is added to any SOW, Order or Change Order, the parties expressly agree that such statement will have no effect on Accela's rights as set out herein.

### 5. **Cooperation.**

Customer Cooperation. Accela's ability to successfully perform the Professional Services is dependent upon Customer's reasonable and good faith cooperation by, without limitation: (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Accela to perform its obligations under each SOW or Order; (ii) timely delivering any materials and other obligations required

under each SOW or Order; (iii) providing Accela with access to Customer's sites and facilities during Customer's normal business hours and as otherwise reasonably required by Accela to perform the Professional Services; (iv) timely responding to Accela's inquiries related to the Professional Services; (v) assigning a project manager for each SOW or a primary point of contact for Accela; (vi) actively participating in scheduled project meetings; and (vii) providing, in a timely manner and at no charge to Accela, office workspace, telephone and other facilities, suitably configured computer equipment, access to Customer's appropriate and knowledgeable employees and continuous administrative access to Customer's accounts, and coordination of onsite and telephonic meetings all as reasonably required by Accela.

Customer Delays. Customer delays during any implementation period may have adverse collateral effects on Accela's overall work schedule. Although Accela will use its commercially reasonable efforts to immediately resume work following any such delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer. Customer agrees that if additional time is required to complete the Professional Services as the result of Customer delays, such time will be charged to Customer at Accela's then-current time-and-materials rates.

## 6. **Payment Terms.**

Invoicing and Payment. Customer will pay Accela fees calculated in accordance with the terms set forth in the applicable SOW, Order or Change Order. Accela will invoice Customer for the Professional Services fees as designated in the applicable SOW or Order. Professional Services fees are due upon invoice and payable within thirty (30) days of the invoice date.

Billing Info & Overdue Charges. Customer is responsible for keeping Accela accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. If any Professional Service fees are not received from Customer by the due date, they will accrue interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

Overdue Payments. If any amount owing by Customer under this Policy for any of the Professional Services is thirty (30) or more days overdue, Accela may, without limiting Accela's other rights and remedies, accelerate Customer's unpaid fee obligations under this Policy (including any Order or SOW) so that all such obligations become immediately due and payable, suspend the Professional Services and/or stop performance of the Professional Services until such amounts are paid in full.

Suspension of Professional Services. If any amount owing by Customer under this or any other agreement for Accela's Professional Services is thirty (30) days or more overdue, Accela may, without limiting its other remedies, suspend its performance of Professional Services until such amounts are paid in full.

Taxes. Professional Services fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes. If Accela has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Accela with a valid tax exemption certificate authorized by the

appropriate taxing authority prior to invoice issuance. For clarity, Accela is solely responsible for taxes assessable against it based on Accela's income, property and employees.

7. **Warranty.** Accela warrants that the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner, consistent with the practices and standards of care generally accepted within and expected of Accela's industry. For any breach of the above warranty, Customer's entire liability will be the re-performance of the applicable Professional Services. This warranty will be in effect for a period of ninety (90) days from acceptance of any Professional Services.

8. **Disclaimer.** The warranty stated in the previous section sets forth the sole and exclusive warranties and remedies related to the Professional Services, Deliverables and Tools performed or provided under this Policy. To the maximum extent permitted by applicable law, except as expressly provided herein, Accela does not make any warranties of any kind, whether express, implied, statutory or otherwise, and Accela specifically disclaims all implied warranties, including any warranties of merchantability, non-infringement or fitness for a particular purpose, or any warranties arising out of course of dealing or usage of trade. Except as provided herein, the Professional Services and Deliverables provided to Customer are on an "as is" and "as available" basis.

Marijuana-Related Business. Accela is considered a software service provider to its customers and not a marijuana-related business or agent thereof. In addition to the foregoing, Accela only retains fees in accordance with Section 6 (Payment Terms) of this Agreement from its Customer, a state or local government agency, and does not retain these fees from any type of end user, including applicants. It is the sole responsibility of the Customer or end user to offer state law compliant services, which may be coordinated and facilitated through the use of the Professional Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third-party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties. Customer expressly acknowledges and assumes full responsibility for cooperating with the laws of the state or country of its residency.

9. **Term and Termination.**

Term. This Policy commences on the date of last signature ("**Effective Date**") and will remain in effect until expired or otherwise terminated in accordance with this section. Each SOW or Order will commence on the date it is last signed and will expire upon completion of the project set forth in the applicable SOW or Order. Once signed by both parties, a SOW and/or an Order will be non-cancellable, except as otherwise explicitly stated in such SOW or Order.

Termination. This Policy will expire automatically when any agreement to which this Policy is incorporated and/or all SOWs and Orders referencing this Policy are terminated or expired. Either party may terminate this Policy for cause: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

Effect of Termination. For the avoidance of doubt, termination under any of the foregoing subsections will not affect Customer's outstanding payment obligations to Accela in respect of Deliverables provided prior to such termination. Upon any termination of this Policy, Customer will have

no rights to continue receipt of any on-going or additional Professional Services, whether or not such Professional Services are completed prior to such termination.

#### 10. **Confidentiality.**

Definition. As used herein, "**Confidential Information**" means any commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of a party (the "**Disclosing Party**") to the other party ("**Receiving Party**") for purposes arising out of or in connection with this Policy or an Order or SOW that: is marked "confidential" or "proprietary" at the time of disclosure or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party or (v) constitutes aggregate data collected or generated by or on behalf of Accela regarding its products and services (for purposes of providing or improving its products and services, benchmarking system performance, preparing statistics and system metrics, marketing and other reasonable business purposes) that does not contain any personally identifiable or Customer-specific information.

Protection. Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Policy, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who are legally bound to protect such Confidential Information consistent with the requirements of these Terms.

Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

Customer's Confidential Information. Accela will have the right to use any Customer Confidential Information solely for providing the Professional Services to Customer hereunder. Notwithstanding the foregoing, Accela may use aggregate Customer Confidential Information for Accela development, internal training and other reasonable business purposes not specific to Customer or its End Users.

#### 11. **Indemnification.**

Mutual Indemnification. Each Party (an "**Indemnifying Party**") will defend (or settle), indemnify and hold harmless any action, demand, suit or proceeding ("**Claim**") made or brought against the other party ("**the Indemnified Party**") by a third party arising out of (A) death, personal injury or damage to tangible property to the extent caused by the Indemnifying Party, and will indemnify the Indemnified Party for any damages, attorneys fees and costs finally awarded against it as a result of, or for amounts paid by Indemnified Party under a settlement approved in writing by the Indemnifying Party of, any such

Claim, all of the foregoing to the extent caused by the Indemnifying Party or its personnel and (B) any alleged infringement of any third-party intellectual property rights by the Professional Services as provided by the Indemnifying Party, or Indemnified Party's use thereof when used as authorized under this Policy, provided, however, that the Indemnifying Party will not be responsible for alleged infringement that is due to the combination of the Professional Services with goods or services provided by third parties, provided that the Indemnified Party: (i) promptly provides the Indemnifying Party notice of the Claim; (ii) gives the Indemnifying Party control of the defense and settlement of the Claim; and (iii) gives the Indemnifying Party all reasonable assistance. The above defense and indemnification obligations do not apply to the extent a Claim arises from Indemnified Party's breach of this Policy, SOWs, Orders or gross negligent acts or willful misconduct of the Indemnified Party.

Exclusive Remedy. This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this section.

**12. LIMITATIONS OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY SOW OR ORDER, ACCELA'S AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS POLICY OR PERFORMANCE OF ANY PROFESSIONAL SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR SUCH PROFESSIONAL SERVICES UNDER THE APPLICABLE SOW OR ORDER.

Exclusion of Damages. Neither Accela nor any other person or entity involved in creating, producing, or delivering the Professional Services will be liable for any indirect, incidental, special, exemplary or consequential damages, including lost profits, loss of data, loss of goodwill, service interruption, computer damage, system failure or the cost of substitute products or services, arising out of or in connection with this Policy or any SOW, Change Order or Order, including from the use of or inability to use the subscription service or software supplied to Customer under separate agreement, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory. The foregoing exclusions apply whether or not Accela has been informed of the possibility of such damage, and even if a limited remedy set forth herein is found to have failed of its essential purpose. Nothing in this Policy excludes or restricts the liability of either party for death or personal injury resulting from its negligence.

**13. General.**

Notice. Except as otherwise specified in this Policy, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Policy or establishing Customer's account for the Software (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 13). Customer's email address for communication and notice purposes relating to this Policy will be set forth on the applicable SOW or Order (or subsequent email addresses as advised by Customer). Customer agrees to accept emails from Accela at the above e-mail address.

Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the Professional Services or this Policy will be the state and

federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Policy including, but not limited to, the export laws and regulations of the United States and other applicable jurisdictions.

Relationship of Parties. Accela's relationship with Customer pursuant to this Policy will be that of an independent contractor. Neither party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other. Nothing in this Policy will be deemed to create any agency, partnership or joint venture relationship between the parties. Accela reserves the right to use third parties (who are under a covenant of confidentiality with Accela), including, but not limited to, offshore subcontractors to assist with the Professional Services, including, without limitation, any data migration, configuration, implementation and custom code development processes.

Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Policy will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

Severability. If any provision of this Policy is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Policy will remain in effect.

Assignment. Customer may not assign or transfer this Policy or any SOW or Order hereunder, whether by operation of law or otherwise, without the prior written consent of Accela. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Policy will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Publicity. Subject to the provisions of Section 10, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the period of Customer's use of the Software, Accela may use Customer's name, trademarks, and logos (collectively, "**Customer's Marks**") on Accela's website and marketing materials to identify Customer as Accela's customer, and for providing the Professional Services and Software to Customer; provided that, Accela will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.

Force Majeure. Accela will not be liable for any delay or failure to perform under this Policy to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela.

Dispute Resolution This Agreement is governed by the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Santa Clara County, California. Either party may apply to the arbitrator for injunctive relief until the arbitration award is

rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this Agreement will not prevent that party from thereafter objecting to that breach or any other breach of this Agreement.

Entire Agreement. The parties acknowledge that they have had previous discussions related to the performance by Accela of Professional Services for Customer and the possible strategies which may be used by Accela to implement the Software to achieve the requirements identified by Customer. This Policy, together with mutually agreed-upon attachments that are incorporated by reference herein, constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any master agreement to which this Policy is incorporated, any Order or other order documentation, any SOW, or any Change Order will be incorporated into or form any part of this Policy unless expressly agreed to by both parties in a mutually signed writing, and all such terms or conditions will be null. Under no circumstances will the terms, conditions or provisions of any request for proposal, purchase order, invoice or administrative document issued by Customer in connection with this Policy be deemed to modify, alter or expand this Policy, regardless of any failure of Accela to object to such terms, provisions, or conditions. No other act, document, usage, custom or waiver will be deemed to amend or modify this Policy unless agreed to in writing signed by a duly authorized representative of both parties. In the event of any inconsistency or conflict between the terms of this Policy, and an SOW (including finalized Change Orders), the terms of the fully executed SOW will control with regard to the project described.



## ACCELA SOFTWARE SUPPORT POLICY

Dated: August 21, 2019

(ON-PREMISE)

(1) **Legacy Releases:** Accela provides Support Services for each version of the Software for a period of twelve (12) months after the generally available release of the next major version of the Software (a major release is a change in the first number to the right of the decimal point). For example, if version 6.1 is released on January 1, 2017, then Accela will provide Support Services for version 6.0 until January 1, 2018. Accela does not provide Support Services for any customized Software (or components thereof).

### (2) General Requirements and Hours of Operation

- a. **Ticketing Support:** Accela will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonable efforts to answer questions and resolve problems regarding the Subscription Service from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays.
- b. **Telephone Support:** Accela's Customer Support Department, a live technical support facility, will be available to Customer from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays.
- c. **Online Support Material:** Available twenty-four (24) hours, seven (7) days a week, Accela will make available to Customer certain archived software updates and other technical information in Accela's online support databases.

(3) **Agency Contacts:** "Agency Contacts" are the individuals who will be the primary users of the Support Plan. You may designate up to two (2) Agency Contacts and agree to let Accela know if they change. Your Agency Contacts will be responsible for overseeing your Agency's support case activity, developing and deploying troubleshooting processes within your Agency's organization.

Agency will ensure Agency Contacts:

Have completed the Administrator Training offered as part of Accela's implementation and adoption programs.  
Are knowledgeable about the Agency's configured solution in order to assist Accela in analyzing and resolving technical issues. Have a basic understanding of any problem that is the subject of a case, and the ability to reproduce the problem in order to assist Accela in diagnosing and triaging the problem.

(4) **Submitting a Case:** Agency Contacts may submit cases via: the online support portal by logging into the Accela Success Community at <https://success.accela.com> and selecting Get Support > Submit a case or a telephone call to Customer Support as described below (*For Severity Level 1 and Severity Level 2 issues, Agency must call Customer Support*)

(5) **Upgrade/Downgrade of Severity Level.** If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

(6) **Customer Obligations.** As required, Customer will provide Accela or its authorized partner with appropriate access to Customer's facilities, data systems, and other resources. If security restrictions impair such access, Customer acknowledges that some Support Services hereunder may not be provided to Customer. It is Customer's sole responsibility to maintain current backup copies of its data and of its implementation of the Software. If Customer's failure to create proper backups substantially increases the difficulties of any remedial actions by Accela hereunder, Accela reserves the right to charge Customer for any extra work reasonably-attributable to such increased difficulty, as calculated at Accela's then-current time-and-materials rates.

(7) **Third Party Product Support.** If any third-party software is supplied by Accela, Accela disclaims all support



obligations for such third-party software, unless expressly specified by Accela in Customer's Agreement.

**(8) Product Updates**

Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Accela's discretion. Accela is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update is released it will be made available for general availability for on-premise customers on the Accela FTP site.

**(9) Exclusions.** The following Support Exclusions are not covered by this Support Policy; however, they may be separately available at rates and on terms which may vary from those described herein:

- a. Services required due to misuse of the Accela-maintained Software;
- b. Services required due to Software data loss by fault of Customer or corrections, customizations, or modifications not developed or authorized by Accela;
- c. Services required by Customer to be performed by Accela outside of Accela's usual working hours;
- d. Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela;
- e. Services required due to the operation of interfaces between the Accela-maintained Software and other software products or systems, even where such interfaces were provided or implemented by Accela;
- f. Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment;
- g. Services which relate to tasks other than maintenance and support of Customer's existing implementation and configuration of the Accela-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;
- h. Services requested by Customer to implement software updates provided by Accela pursuant to this Agreement; and
- i. New or additional applications, modules, or functionality released by Accela during the term of this Agreement.

**(10) Error Classification**

**Functional Definitions:** For the purposes of error classification, essential or major functions include data capture features, SLA and alarming features, performance management features and application performance problem resolution features.

Severity	Definition
<b>Critical Severity Issue (Priority 1)</b>	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).
<b>High Severity Issue (Priority 2)</b>	Supported Product is affected and there is no workaround available or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around).
<b>Medium Severity Issue (Priority 3)</b>	Support Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
<b>Low Severity Issue (Priority 4)</b>	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).



**ACCELA, INC.**  
**AVAILABILITY AND SECURITY POLICY**

**Service Availability:**

Accela will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Subscription Services provided hereunder and in an applicable Order Form and (b) operate and manage the Subscription Services with a ninety-nine and one-half percent (99.5%) uptime goal (the "Availability SLA"), excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

- a. Any maintenance performed by Accela during Accela's standard maintenance windows. Accela will notify Customer within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance").
- b. Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:
  1. Customer's use of any programs not supplied by Accela;
  2. Customer's failure to provide Accela with reasonable advance prior notice of any pending unusual large deployments of new nodes (i.e., adding over ten (10) percent total nodes in less than twenty-four (24) hours);
  3. Customer's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions; and
  4. Any mis-configuration by Customer (as determined in Accela's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services.
  5. Force majeure or other circumstances beyond Accela's reasonable control that could not be avoided by its exercise of due care.
- d. Failures of the Internet backbone itself and the network by which Customer connects to the Internet backbone or any other network unavailability.
- e. Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.
- f. Any problems resulting from Customer combining or merging the Subscription Services with any hardware or software not supplied by Accela or not identified by Accela in the Specifications as being compatible with the Subscription Services.
- g. Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.
- h. Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

**Remedies for Excessive Downtime:**

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month, Accela will pay Customer a service credit ("Service Credit") equal to the percentage of the fees set forth in the table



below corresponding to the actual Availability of the Subscription Services during the applicable calendar month. Such Service Credit will be issued as a credit against any fees owed by Customer for the next calendar month of the Subscription Period or, if Customer does not owe any additional fees, then Accela will pay Customer the amount of the applicable Service Credit within thirty (30) days after the end of the calendar month in which such credit accrued. Such Service Credit will be in addition to any other remedies available to Customer at law, in equity or under this Agreement.

System availability is measured by the following formula:  $x = (n - y) * 100 / n$

**Notes:**

- (1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.
- (2) Specifically excluded from "n and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service Availability	Percentage of Monthly Service Fees Credited
>99.5%	0%
95.0% - < 99.5%	5% (max of \$280)
90.0% - < 95.0%	10% (max of \$560)
80.0% - < 90.0%	20% (max \$840)
70.0% - < 80.0%	30% (max of \$1,120)
60.0% - < 70.0%	40% (max of \$1,400)
< 50%	50% (max of \$2,800)

**Customer Account Login:**

For Accela user interface access, Accela uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Accela will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

**Hosting:**

Accela's SaaS platform (servers, infrastructure and storage) for the Subscription Services is and will remain hosted in one of the largest Tier III data centers in North America, specifically designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility and growth capacity. Accela's data center provider is and will remain SSAE 16/ 18 SOC2 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes. Every Server for the Services is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure. Accela also provides an off-site backup service, which is available at an additional cost. Security Patching and updates are actively evaluated by engineers and will be deployed based upon the security risks and stability benefits they offer to Accela's SaaS platform and Customers. Accela will attempt to provide customers reasonable prior notice to security changes, updates and patches, unless the delay will lead to a significant risk of impact to customer data.



2633 Camino Ramon, Suite 500  
San Ramon, CA 94583

Proposed by: Lynn Keough  
Contact Phone:  
Contact Email: lkeough@accela.com  
Quote ID: Q-17562  
Valid Through: 02/22/2020  
Currency: USD

# ORDER FORM

## Address Information

**Bill To:**

Cascade County, Montana  
115 4th Street South  
Great Falls, Montana, 59401  
United States

**Ship To:**

Cascade County, Montana  
  
,,  
United States

Billing Contact: Sandy Johnson  
Billing Phone:  
Billing Email Address:

## Services

Services	Start Date	End Date	Term (Mths)	Unit Price	Quantity	Total Price
EnvisionConnect License and Support Fee	06/20/2018	06/19/2019	12	\$1,380.00	5.00	\$6,900.00
EnvisionConnect Remote License and Support Fee	06/20/2018	06/19/2019	12	\$720.00	5.00	\$3,600.00
Press Agent	06/20/2018	06/19/2019	12	\$315.00	5.00	\$1,575.00
					Total	\$12,075.00

Services Year 2	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
EnvisionConnect License and Support Fee	06/20/2019	06/19/2020	12	\$1,476.60	5.00	\$7,383.00
EnvisionConnect Remote License and Support Fee	06/20/2019	06/19/2020	12	\$770.40	5.00	\$3,852.00
Press Agent	06/20/2019	06/19/2020	12	\$337.05	5.00	\$1,685.25
Decade Hosting Fee	01/31/2020	06/19/2020	4.6	\$6,729.00	1.00	\$2,611.71
					Total	\$15,531.96

Services Year 3	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
EnvisionConnect License and Support Fee	06/20/2020	06/19/2021	12	\$1,579.96	5.00	\$7,899.81
EnvisionConnect Remote License and Support Fee	06/20/2020	06/19/2021	12	\$824.33	5.00	\$4,121.64
Press Agent	06/20/2020	06/19/2021	12	\$360.64	5.00	\$1,803.22
Decade Hosting Fee	06/20/2020	06/19/2021	12	\$7200.03	1.00	\$7,200.03
					Total	\$21,024.70

## Renewal Terms / Information

General Information	
Governing Agreement(s)	This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms will govern as applicable, based on the Customer's purchase: <a href="http://www.accela.com/terms">www.accela.com/terms</a> .

Order Terms	
Order Start Date	<p>Unless otherwise specified in the Special Order Terms:</p> <ul style="list-style-type: none"> <li>Software Licenses &amp; Subscriptions start on the date of delivery by Accela;</li> <li>Hosting and Support start on Accela's delivery of the software hosted and/or supported;.</li> </ul>
Order Duration	<p>Unless otherwise specified in the Special Order Terms:</p> <ul style="list-style-type: none"> <li>Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase.</li> <li>Any Software Licenses or Hardware are one-time, non-refundable purchases.</li> <li>Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months).</li> <li>Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.</li> </ul>
Special Order Terms	<p>This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on Page 2 of this Order Form.</p> <ul style="list-style-type: none"> <li>In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.</li> <li>For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.</li> </ul>

Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued on the Order Start Date.

Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable <b>net 30 days</b> .	
Special Payment Terms	None unless otherwise specified in this section.	
Purchase Order	If Customer requires PO number on invoices, it <b>must</b> be provided to the right and Customer <b>must</b> provide Springbrook copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.	PO#

Accela	Customer
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)</i>
_____ <i>(Print Name)</i>	_____ <i>(Print Name)</i>
Its: _____ <i>(Title)</i>	Its: _____ <i>(Title)</i>
Dated: _____ <i>(Month, Day, Year)</i>	Dated: _____ <i>(Month, Day, Year)</i>