Call for Informational Witnesses:
Chairman Larson called for Informational Witnesses, three times with no response. 29:49

Close the Public Hearing:
Chairman Larson closed the Public Hearing at **10:01 a.m.**

Reopen the Commission Meeting:
Chairman Larson opened the Commission Meeting at **10:01 a.m.**

Resolution 20-50: Adopting a Budget for Fiscal Year 2020-2021. 30:17
Mary Embleton, Budget Officer, elaborates. 31:01
Commissioner Weber made a **MOTION** to **approve** Resolution 20-50: Adopting the Fiscal Year 2021 budget of $66,000,451.00 30:31
Motion carries 3-0 33:03

Resolution 20-51: Setting of Cascade County Tax Mill for Fiscal Year 2020-2021. 33:11
Mary Embleton, Budget Officer, elaborates. 33:30
Commissioner Briggs made a **MOTION** to **approve** Resolution 20-51: Adopting the setting of Cascade County Tax Mill for Fiscal Year 20202-2021. 34:26
Motion carries 3-0 35:10

Resolution 20-40: Rural Lighting Districts Assessments for Fiscal Year 2020-2021. 35:24
Mary Embleton, Budget Officer, elaborates. 35:30
Commissioner Briggs made a **MOTION** to **approve** Resolution 20-40: to levy and assess upon all property within designated rural improvement lighting districts the cost of maintaining the lighting systems effective on the 2020/2021 tax levy.

R.I.D. #6	**View Crest Addition**	**$ 638.48**
R.I.D. #13	**Skyline Addition – Stan Oil Tracts**	**$ 481.39**
R.I.D. #17	**Little Chicago Addition, Black Eagle**	**$ 5,797.14**
R.I.D. #21	**Black Eagle**	**$ 435.12**
R.I.D. #23	**Black Eagle Community Center**	**$ 22,440.06** 39:25

Motion carries 3-0 41:10

Public comment on any public matter that is not on the meeting agenda and that is within the Commissioners' jurisdiction.
None

Adjournment: Chairman Larson adjourned this special meeting at 10:13 a.m.

CASCADE COUNTY SPECIAL COMMISSION MEETING
SEPTEMBER 1, 2020
VIA ZOOM
9:30 AM

Commission
Journal #60

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Recorders Office. This is a written record of the meeting to reflect all the proceeding of the Board. MCA 7-2-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on September 8, 2020.

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

Present: Mary Embleton – Budget Officer, Cory Reeves – Undersheriff, Scott Maunu – Commission Office, Trisha Gardner – Public Health Officer, and Kyler Baker – Deputy Clerk & Recorder.

Public: Karl Puckett – The Great Falls Tribune, Tom Wylie – KRTV, and Bruce Lahti

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

Chairman Larson reconvened the Public Hearing at 9:32 a.m.

1. **Public Hearing:**
   Resolution 20-50: Adopting a Budget for Fiscal Year 2020-2021.
   Resolution 20-51: Setting of Cascade County Tax Mill for Fiscal Year 2020-2021.
   Resolution 20-40: Rural Lighting Districts Assessments for Fiscal Year 2020-2021.

   Mary Embleton, Budget Officer, elaborates. **01:08 – 28:00** *(See Exhibit A)*

   Written Testimony:
   Chairman Larson called for Written Testimony and none was presented. **28:10**

   Call for Proponents:
   Chairman Larson called for Proponents, three times with no response. **28:50**

   Call for Opponents:
   Chairman Larson called for Opponents, three times with no response. **29:19**

Call for proponents:
Chairman Larson called for Proponents, three times with no response. **1:06:09**

Call for Opponents:
Chairman Larson called for Opponents, three times with no response. **1:06:35**

Call or Informational Witness:
Chairman Larson called for Informational Witnesses, three times with no response. **1:06:58**

Chairman Larson states that the Public Hearing will be left open until reconvened on September 1, 2020 at 9:30 a.m. **1:07:47**

Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. ***(MCA 2-3-103)***
None

Adjournment: Chairman Larson adjourned this Commission Meeting at **10:41 a.m.**

AGENDA ITEM #3 21:40
Motion to Approve or Disapprove:
Building for Lease or Rent Application
Contract 20-132: Great Falls Storage, 388 Vaughn South Frontage Rd, Great Falls, MT 59404 Location: 388 Vaughn South Frontage Rd, legally described as Tract 1A, Certificate of Survey 4969, Section 27, Township 21N, Range 2E, Parcel #0003039500
Initiated by: MQS, Inc.
Sandor Hopkins, Planner, elaborates. 22:40
Commissioner Weber made a **MOTION** to adopt the Staff Report and approve the proposed development to construct three (3) storage buildings containing 48 mini-storage units on Tract 1A of Certificate of Survey 4969 subject to the following conditions:

1. The Applicant must obtain Location/Conformance Permit for the proposed development; and
2. The Applicant must obtain any other required Federal, State and/or County permits and comply with the respective laws, rules, regulations, and ordinances; and
3. Storage of flammable or explosive liquids, solids, or gasses shall not be permitted; and
4. Landscaping is completed in accordance with §8.18 of the Cascade County Zoning Regulations; and
5. The principal use of a rented or leased space shall be restricted to storage and shall not include processing, refining, transfer or distribution of any commercial material or product; and
6. The Applicant obtains a Certificate of Subdivision Approval from the Montana Department of Environmental Quality to address stormwater concerns. 28:56

Motion carries 3-0 30:40

AGENDA ITEM #4 30:50
Public Hearing
Open – Fiscal Year 2021 Proposed Budget Hearings
Hearing will continue from day to day through September 1, 2020.
Special Commission Meeting: September 1, 2020 @ 9:30 a.m.
Resolution 20-50: Adopting a Budget for Fiscal Year 2020-2021
Resolution 20-51: Setting of Cascade County Tax Mill Levies for Fiscal Year 2020-2021.
Resolution 20-40: Rural Lighting Districts Assessments for Fiscal Year 2020-2021.

Recess the Commission Meeting:
Chairman Larson recessed the Commission Meeting at **10:02 a.m.**

Public Hearing:
Chairman Larson opened the Public Hearing at **10:02 a.m.**

Reading of the Public Notice:
The reading of the public notice was waived without objections and made part of the public record. *(See Exhibit A)* 32:05

Staff Presentation:
Mary Embleton, Budget Officer, elaborates. *(See Exhibit B)* 32:16 – 1:05:45

Call for Written Testimony:
Chairman Larson called for Written Testimony and none was presented. 1:05:54

Resolution 20-48: A joint resolution between Cascade County and the City of Great Falls adopting the Interlocal Agreement for division of the 2020 Byrne Justice Assistance Grant (JAG) Program Award. Total Award: $31,610 (City of Great Falls: $18,966/Cascade County: $12,644) 07:01

Contract 20-105: Contract Modification for DPHHS Grant Project Title: IV-E Legal Services DPHHS Contract Number: 20123LEGL0001 Effective: July 1, 2020 – June 30, 2021 07:27

Contract 20-106: Contract Modification for DPHHS Grant Project Title: DPHHS Contract for Paralegal Services Contract Number: 20143PARA001 Effective: July 1, 2020 – June 30, 2021 07:54

Contract 20-133: U.S. Environmental Protection Agency Grant #97858401, Modification #4. This is a three (3) year extension of the Neihart Superfund Cooperative Agreement for Carpenter Snow Creek NPL site. Total Grant award: $176,288.00 New Effective Dates: August 15, 2008 – June 30, 2023 08:17

Contract 20-134: Body Scanner Equipment Demonstration Agreement by and between ADANI, Systems, Inc. and Cascade County for use at the Sheriff's Office. Demonstration Period: Effective 60 days following installation and training. 08:56
Motion carries 3-0 11:04

AGENDA ITEM #1 11:13
Motion to Approve or Disapprove:
Police Interceptor Bid Award
Contract 20-131: Bid proposal from Duval Ford, LLC of Jacksonville, FL. For the purchase of four (4) 2021 Ford Interceptors and two (2) 2020 Ford F150 4x4 Responders. Total Cost: $318,592.84
Les Payne, Public Works Director, elaborates. 11:55
Commissioner Weber made a MOTION to approve Contract #20-131, bid proposal from Duval Ford, LLC of Jacksonville, FL. For the purchase of four (4) 2021 Ford Interceptors and two (2) 2020 Ford F150 4x4 Responders as described in the staff report. Cascade County will not be accepting the trade-in proposal, and instruct staff to complete the purchasing process, for the total cost to the county of $318,592.84. 14:11
Les Payne, Public Work Director, comments on the trade-in process. 14:58
Motion carries 3-0 16:49

AGENDA ITEM #2 16:56
Motion to Approve or Disapprove:
Final Subdivision Plat Application
AB Frontage Commercial Subdivision (Minor)
Initiated by Frontage Properties, LLC (Allan Birky)
Anna Ehnes, Planner, elaborates. 17:21
Commissioner Briggs made a **MOTION** that after consideration of the Staff Report and Findings of Fact approve the Final Plat for the AB Frontage Commercial minor subdivision due to the nine (9) conditions being met. 20:51
Motion carries 3-0 21:34

CASCADE COUNTY COMMISSION MEETING
August 25, 2020
Via Zoom
9:30 A.M.

Commission
Journal #60

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Recorders Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on September 8, 2020.

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

Staff: Carey Ann Haight – Deputy County Attorney, Mary Embleton – Budget Officer, Les Payne – Public Works Director, Sandor Hopkins and Anna Ehnes – Planners, Charity Yonker – Planning Director, Sandy Johnson – Superfund Coordinator, Brad Call – Emergency Services Director, Matthew Pfeninger – Treasurer's Office, Roy Curtis – Superintendent of Buildings and Grounds, Bonnie Fogerty and Scott Maunu – Commission Office, Marie Johnson and Kyler Baker – Deputy Clerk and Recorder's

Public: Ronda Wiggers, Karl Pucket – The Great Falls Tribune

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

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. **00:43**

Purchase orders and accounts payable checks: *See agenda for payment information.* Commissioner Weber made a **MOTION** to approve purchase orders and accounts payable warrants. **Motion carries 3-0** **04:05**

Treasurer's Report: Matthew Pfeninger read the report. **04:18** *(See attached report)*

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote. **Approval of the Minutes and Consent Agenda Items:** Commissioner Briggs made a **MOTION** to (A) Approve minute entries (August 11, 2020; August 18, 2020; August 19, 2020) (B) Approval of Routine Contracts as Follows:

Consent Agenda
Board Appointments: **06:17**
Dearborn Fire Fee Service Area (1) Virginia Misner Term Expiration: May 31, 2022
(Fill remainder of term vacated by Ron Turigliatto)

Gore Hill Fire Fee Service Area (1) Howard Schneider Term Expiration: May 31, 2023

Mental Health Advisory Council Category: City Law Enforcement
(1) John Schaffer (Fill vacated seat by Rob Moccasin)

September 8, 2020 **Contract 20-135**

Agenda Action Report

Prepared for the

Cascade County Commission

ITEM:	**Memorandum of Understanding with City of Belt for a Belt Resident Deputy**
INITIATED AND PRESENTED BY:	**Carey Haight, Deputy County Attorney** **Undersheriff Cory Reeves** **Cascade County Sheriff's Office**
ACTION REQUESTED:	**Approval of Contract 20-135**

BACKGROUND:

The Memorandum of Understanding (MOU) is entered into by Cascade County and the City of Belt. The Cascade County Sheriff's Office will provide law enforcement services in lieu of a City Marshal. The County will have a Deputy sheriff reside in the City of Belt. Belt will provide a residence.

TERM:	Initial 6 months. After securing the premises: Extended term June 30, 2020 - June 30, 2029
AMOUNT:	$0 ($20,000 yearly reduction to Belt Law Enforcement Services Contract 18-109 until premises paid off)
RECOMMENDATION:	Approval of Contract 20-135.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chairman, I move that the Commission **APPROVE** Contract 20-135, Belt Resident Deputy MOU between the City of Belt and the Cascade County.

MOTION TO DISAPPROVE:
Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-135, Belt Resident Deputy MOU between the City of Belt and the Cascade County.

CONTRACT
20-135

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into this 8th day of September 2020, by and between the **City of Belt,** located in Cascade County, Montana, an independent political subdivision of the State of Montana; and **Cascade County**, a corporate political subdivision of the State of Montana. The City of Belt and Cascade County are collectively referred to herein as the "**Parties**."

RECITALS

WHEREAS, the Parties entered into an *Interlocal Agreement* in June 2018 (Contract 18-109, R0357292) whereby the Parties agreed to the Cascade County Sheriff's Office ("CCSO") providing law enforcement services in lieu of a City marshal within the territorial law enforcement jurisdiction of the City of Belt, and further agreed Cascade County Attorney's Office would provide prosecutorial services for all misdemeanor DUI and PFMA offenses issued in the territorial law enforcement jurisdiction of the City of Belt; and

WHEREAS, pursuant to said *Interlocal Agreement*, one or more Deputies from the CCSO provides law enforcement services in lieu of a City marshal pursuant to the terms and conditions contained therein; and

WHEREAS, Cascade County desires to implement a Resident Deputy program (the "Program") in the City of Belt in which a Cascade County Deputy Sheriff ("Resident Deputy") would live in the City of Belt and would be responsible for providing the law enforcement services in lieu of a City marshal pursuant to the terms and conditions contained in said *Interlocal Agreement*; and

WHEREAS, in order to make the Program successful, housing for the Resident Deputy is needed which the City of Belt is interested in providing; and

WHEREAS, Cascade County intends to use and possess said premises as a business premises.

UNDERSTANDING OF THE PARTIES

NOW, THEREFORE, pursuant to the Montana Interlocal Cooperation Act, and in consideration of the mutual agreements and covenants herein contained, the Parties agree as follows:

1. RECITALS. The above Recitals are incorporated into this MOU as though fully set forth herein.

2. PURPOSE. The purpose of this MOU is to provide assurance to the Parties that will allow them to take action as deemed necessary to fulfill their intentions as noted in this MOU. Ultimately, these assurances will assist in minimizing costs and to increase law enforcement efficiency and presence in the vicinity of the City of Belt by providing a Resident Deputy to provide law enforcement services as already agreed to under the existing *Interlocal Agreement* between the Parties.

3. PREMISES. The City of Belt agrees to locate certain real property as a business premises in or in the vicinity of the City of Belt suitable to house a Resident Deputy. Upon locating such premises, but prior to purchasing, the City of Belt shall notify Cascade County of the physical location and description of the residence, and provide a diagram outlining the premises, including but not limited to identifying any common areas and parking spaces. Cascade County shall also be permitted a walk through of the premises upon request as part of its decision making for suitability purposes. Cascade County shall have fifteen (15) days from the date notice is received to provide written notice of whether it disputes the suitability of the premises. If Cascade County does not dispute the suitability of the premises, then the City of Belt will proceed forward with acquiring the premises.

4. PREMISES USE. The Parties agree that the premises will be used for the sole purpose and convenience of providing housing for a Resident Deputy to carry out the duties and conditions of employment within the territorial law enforcement jurisdiction of the City of Belt on behalf of the Cascade County Sheriff's Office.

5. HIRING OF RESIDENT DEPUTY. Once an agreement on the premises is reached as noted in paragraph 2 above, Cascade County shall immediately begin the process of locating a Resident Deputy for the Program, either through application by existing deputies, or through additional recruitment and hiring.

6. TERM. This MOU will remain in effect for six (6) months, commencing on the day set forth above, unless otherwise agreed to in writing, signed by both parties.

7. RENEWAL. The Parties may agree to extend this MOU, but only by writing, signed by both parties, upon the same terms and conditions as herein provided.

8. TERMINATION. Notwithstanding the other terms and conditions of this MOU, either party may unilaterally terminate this MOU with ninety (90) days' notice, by written resolution of its governing body and upon providing all other parties written notice of intent to terminate the MOU pursuant to this section.

9. INTERLOCAL AGREEMENT. Within sixty (60) days of acquisition of the premises, the Parties agree to amend the current *Interlocal Agreement* in the following manner:

a. Extend the term of the *Interlocal Agreement* (paragraph 14) from June 30, 2020, to June 30, 2029.
b. Modify Paragraph 3 of the Interlocal Agreement to read as follows (Added language in **bold**; Deleted language interlined):

The City of Belt recognizes this schedule is a fluid document that will change as necessary due to law enforcement needs. The Sheriff and CCSO shall provide these hours of law enforcement service in a fairly consistent manner; however, the total monthly hours for service may vary depending on weather conditions and activity.

Documentation showing the calls for service and time spent will be on the Monthly activity report.

c. Revise the payment amounts for law enforcement services (Paragraph 8) to include:

i. A twenty thousand dollar ($20,000) per year reduction to the yearly payments identified and adjust the biannual payment amounts due until the purchase price of the Premises has been paid, at which time Cascade County's costs charged to Belt for the resident deputy shall no longer be subject to the twenty thousand dollar ($20,000) reduction; and

ii. Insert language agreeing to prorate any reduction in the payment for law enforcement services in the fiscal year the premises is purchased at a rate of $5,000 per quarter for any full quarters remaining in the fiscal year in which the premises is purchased.

iii. Insert language ensuring the City of Belt qualifies for the yearly reduction of $20,000 so long as the premises are purchased and available for occupancy by a Resident Deputy, without regard to whether or not the Cascade County Sheriff's Office is able to fill the position of Resident Deputy and that such reduction will terminate upon final payoff of the original purchase price of the Premises.

10. SUBSEQUENT AGREEMENT. The parties further agree that once a suitable premises is acquired by the City of Belt, they will enter into a subsequent *Lease Agreement* setting forth lease terms and conditions for Cascade County's use and possession of the premises, which will include, but will not be limited to, a payment provision whereby Cascade County will pay, via the $20,000 yearly reduction to the Paragraph 8 of the *Interlocal Agreement* as set forth in paragraph 9(b) above, $20,000 per year ($10,000 per biannual payment) for the use and possession of the premises until final payoff of the original purchase price of the Premises. Once the original purchase price of the Premises is paid off, consideration for Cascade County's deputy sheriff to occupy the Premises as the City of Belt Resident Deputy shall be an annual payment of $1.00 and other good and valuable consideration. This *Memorandum of Understanding* may also contain the following provisions.

a. TAXES. The City of Belt shall pay all taxes, including specifically by way of illustration and not by way of limitation, special improvement district taxes, or other governmental charges, levied upon the real property during the term of the agreement.

b. INSURANCE AND DESTRUCTION OF THE PREMISES. The Parties acknowledge that comprehensive property insurance on the building and premises are to be maintained through the insurance provided by the City of Belt, and that the premiums for such insurance are to be paid by the City of Belt. Cascade County's resident deputy, at their own expense, may provide additional renters insurance to cover the premises as well as coverage for the personal property/contents on the premises, and liability coverage. The City of Belt shall not be responsible for any damages accruing to either the resident deputy or to Cascade County as a result of the resident deputy's or Cascade County's failure to maintain renter's insurance or other liability coverage for the personal property/contents of the premises.

If during the term of this Lease Agreement, the described premises are destroyed by fire or by the elements, or if said premises are partially destroyed so as to render them unfit for use, then in any of such events, the City of Belt, in its sole discretion, shall have the option of determining whether or not to repair and refurbish said premises and restore them to substantially the original condition. If the City of Belt chooses not to repair or refurbish the premises, then the Lease Agreement shall automatically and forthwith be terminated, unless Cascade County, in its sole discretion, elects otherwise.

In the event the premises are entirely or partially destroyed, the City of Belt shall have ninety (90) days to locate suitable replacement housing in the City of Belt for the Resident Deputy. To the extent the premises are not habitable during this period of time, the City of Belt shall be financially responsible for providing reasonable temporary occupancy for the Resident Deputy during this timeframe. If replacement housing cannot be found within ninety (90) days, the amendments to the *Interlocal Agreement* set forth in paragraph 9 above, shall become null and void, to wit, the City of Belt shall no longer receive a $20,000 per year reduction under the *Interlocal Agreement*.

c. UTILITY EXPENSES. The Resident Deputy occupying the premises shall pay and discharge in full all utility expenses, such as charges for heat, power, gas, electricity, garbage, and water that are or may be made upon or against the premises, as well as snow removal, lawn maintenance, etc. In the event the premises are unoccupied, the City of Belt shall be responsible for any utility expenses and maintenance costs.

d. USE AND CONDITION OF PREMISES. Cascade County intends to use the premises as a residential house for a live-in Resident Deputy employed by the Cascade County Sheriff's Office to carry out the Deputy Sheriff's job duties and employment conditions in the City of Belt and surrounding area. Thus, the premises will be considered a business premises and/or outpost of the Cascade County Sheriff's Office. No other use of the premises shall be permitted without the prior written consent of the City of Belt. Cascade County shall maintain the premises in a clean, safe and sanitary condition. Cascade County shall not permit any use of the premises, or any part thereof, which is in violation of any national, state, county or municipal law, ordinance or regulation.

e. MAINTENANCE. The City of Belt shall at its own expense maintain the exterior, heating, cooling, water and structural integrity of the building. However, if any damage to the premises is caused by the negligence or fault of Cascade County, or Cascade County's employees or agents, the County shall repair the same in a good, satisfactory and workmanlike manner at Cascade County's expense. Cascade County agrees to provide for the routine maintenance (lawn care, snow removal) and repair of the premises and improvements in a good and satisfactory condition at County's own expense and shall surrender the premises to the City of Belt upon termination of this agreement in as good a condition as it now is, with reasonable wear and tear alone excepted.

f. IMPROVEMENTS, ALTERATIONS, FIXTURES AND SIGNS. Cascade County is authorized to make improvements upon the premises herein demised, but only upon receiving prior written consent of the City of Belt. Such improvements, if any, shall be made in good and workmanlike manner and shall be made with due regard for the basic structure and condition of the premises. All such improvements and alterations shall be paid for solely and in full by Cascade County with the City of Belt being in no way charged for such work or costs. Any such improvements shall become a part of the premises and shall remain with the City of Belt upon the termination of the Lease.

   Cascade County shall further have the right to install and maintain fixtures, equipment, signs and other items of personal property as Cascade County may desire to install, including a customary sign upon the property. All such installations shall remain the property of Cascade County, and upon termination, the County shall have the right to remove such installations as are owned by it. Such removal shall be accomplished in the manner reasonably calculated to do the least damage to the demised premises, and the County shall be obliged to restore the premises to substantially their original condition, reasonable wear and tear alone excepted. All costs of such removal and restoration shall be borne by the County. If, upon termination of this agreement, the parties shall agree that all or any part of the County's installations need not be removed, but will be permitted to remain, then, said improvements and personal property agreed to be permitted to remain shall forthwith become the property of the City of Belt, to belong to the City of Belt and its successors and assigns absolutely and forever. Any of Cascade County's property or installations remaining in the premises after the termination of this agreement may, but need not be, deemed to be abandoned if the City of Belt so elects.

g. SAVE HARMLESS. Cascade County shall defend, indemnify, and hold the City of Belt harmless from any and all liability, damages, fees, costs, or claims of damages of any nature or description for injuries arising out of or in connection with the operation of Cascade County business upon the demised premises, or arising from any violation of any federal, state or local law or regulations, or any duty which may be owing by Cascade County to any person, or any damage by reason of the condition of the premises or any equipment, furniture or fixtures therein or by reason of the operation or maintenance thereof or by reason of the condition of the parking areas adjacent thereto under the control of Cascade

County or generally arising out of the possession of the said premises by Cascade County during the term thereof.

h. SUBLETTING OR SUBLEASING. Cascade County shall not attempt to sublet or sublease any part or all of the premises herein demised, otherwise the City of Belt may terminate the Lease Agreement.

i. ASSIGNMENT. The covenants, terms, and conditions herein contained shall extend to and be obligatory upon the heirs, personal representatives, successors, and assigns of the respective parties hereto.

j. FURNISHINGS & FIXTURES. Except for essential appliances which include a refrigerator, freezer, stove, oven, washer and dryer, the premises is unfurnished. The essential appliances and fixtures contained on the premises shall be maintained in a safe and good working order at all times by the City of Belt and shall remain the property of the City of Belt. Cascade County shall be financially responsible for repairing or replacing, at Cascade County's sole option, any damage to furnishings and fixtures which are the result of purposeful or negligent mistreatment of such by Cascade County's resident deputy.

k. RULES. The premises is located on real property owned by the City of Belt for which Cascade County must abide by the City of Belt's rules, ordinances, and regulations, unless doing so would prevent Cascade County from carrying out the resident Deputy Sheriff's employment duties and conditions.

11. NOTICE. Any notice required or permitted under this MOU shall be deemed sufficiently given or serviced if sent by registered or certified mail to the City of Belt at 70 Castner Street, P.O. Box 453, Belt, Montana 59412, and to Cascade County at 325 2nd Avenue North, Great Falls, Montana 59401. Either party may, by written notice at any time during the term of this agreement, designate a different address to which notices hereunder shall subsequently be sent. Written notice hereunder shall be deemed to have been given as of the time the same is deposited in the United States mail.

12. TIME OF ESSENCE. Time shall be of the essence of this MOU and all terms, covenants and conditions hereof shall be performed at or before the times herein set forth. Any forbearance on the part of either party in the enforcement of the terms and conditions of this MOU shall in no way be construed as a waiver of default thereof or waiver of the obligatory effect of such provision.

13. CONSTRUCTION AND BINDING EFFECT. This MOU shall be construed under the laws of the State of Montana and shall be binding upon and inure to the benefit of the respective parties, their heirs, executors, successors and assigns.

14. JOINT AND SEVERAL LIABILITY. The obligations of the undersigned Parties shall be joint and several.

15. ENTIRE AGREEMENT. This MOU represents the entire agreement between the parties and no modification hereof shall be made, except in writing signed by both parties.

16. SEVERABILITY. If any term of this MOU should hereafter be declared or becomes void or unenforceable by judicial decree or operation of law, all other terms of this MOU shall continue to be effective unless the void or unenforceable terms materially defeats the manifest intent and purpose of this agreement.

17. CONSTRUCTION. In the event of any ambiguity or imprecision in regard to the construction of the provisions of this MOU, such ambiguity or imprecision shall not, as a matter of course, be construed against any of the undersigned entities. All provisions of this MOU shall be construed to affect the manifest intent and purpose of this agreement.

IN WITNESS WHEREOF, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU, and the parties hereto approve and execute this MOU as of the date subscribed below.

_____ _____

Jesse Slaughter, Cascade County Sheriff Date
Cascade County Sheriff's Office

CITY OF BELT:

CITY COUNCIL OF THE CITY OF BELT
BELT, MONTANA

_____
James M. Olson, Mayor

ATTEST:

On this _____ day of _____, 2020, I hereby attest the above-written signature of the Mayor of the City of Belt.

(SEAL)

_____
Lynn Schilling
City Clerk/Treasurer

* APPROVED AS TO FORM:

_____
Heather Starnes, City Attorney

* The City Attorney has provided advice and approval of the foregoing document language on behalf of the City of Belt, and not on behalf of other parties or entities. Review and approval of this document by the City Attorney was conducted solely from a legal perspective and for the exclusive benefit of the City of Belt. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

CONTRACT
20-135

CASCADE COUNTY:

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
James L. Larson, Chairman

_____
Jane Weber, Commissioner

_____
Joe Briggs, Commissioner

ATTEST:

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

(SEAL)

_____
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.

September 8, 2020 Contract 20-139

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Adult Detention Center Kitchen Floor Drain**

INITIATED BY: **Cascade County Public Works Department**

ACTION REQUESTED: **Approval of Contract #20-139**

PRESENTED BY: **Les Payne, Public Works Director**

BACKGROUND:
The Cascade County Public Works Department, went out for quotes to repair the damages to a broken floor drain and trap, in the kitchen, within the Cascade County Adult Detention Center, located at 3800 Ulm N Frontage Road, Great Falls, MT.

RECOMMENDATION:
Cascade County Staff recommends the commission approve the contract for Kindred Plumbing of Great Falls, Montana, to replace the floor drain and trap within the kitchen area, of the Cascade County Adult Detention Center, located at 3800 Ulm N Frontage Road, Great Falls, MT, for a total cost of $3870.00.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:
"Mr. Chairman, I move the Cascade County Commission **APPROVE** Contract #20-139 with Kindred Plumbing of Great Falls, Montana, to replace the floor drain and trap within the kitchen area, of the Cascade County Adult Detention Center, located at 3800 Ulm N Frontage Road, Great Falls, MT, for a total cost of $3870.00."

MOTION TO DISAPPROVE:
"Mr. Chairman, I move the Cascade County Commission **DISAPPROVE** Contract #20-139 with Kindred Plumbing of Great Falls, Montana, to replace the floor drain and trap within the kitchen area, of the Cascade County Adult Detention Center, located at 3800 Ulm N Frontage Road, Great Falls, MT, for a total cost of $3870.00."

CONTRACT

20-139

CONTRACT

In consideration of the mutual promises and consideration set forth herein between Kindred Plumbing and Heating, Inc., 3201 2nd Avenue North, Great Falls, Montana 59401 (Contractor) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. **Contract Purpose And Scope Of Contract Work:** The purpose of this contract (Work) is for the Contractor to replace a floor drain and trap in the kitchen area of the Detention Center facility at 3800 Ulm North Frontage Road, due to a line which is broken under the slab flooring as set forth in the Contractor's Quote #1451 dated July 23, 2020 which is attached hereto and incorporated herein as **Exhibit A** to this Contract. Contractor will subcontract with a tile contractor who will replace all affected tiles. All costs for the tile subcontractor and related goods, supplies and materials are inclusive in Contractor's Quote #1451 and Contractor will be responsible for paying the subcontractor as further described in Paragraph 5 herein. Contractor shall coordinate with County's Agent, Les Payne, Public Works Director, and agrees that all Work shall be performed after 10:00 p.m. Contractor further understands that the Work will take place in a secure detention facility and that Contractor and its employees, subcontractors and all others performing said Work shall be subject to security and access restrictions as deemed necessary by County.

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

3. **Contract Time:** Contractor shall fully complete the Contract Work no later than thirty (30) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. **Contract Sum:** Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of THREE THOUSAND EIGHT HUNDRED SEVENTY THREE AND 00/100 DOLLARS ($3,873.00) upon final acceptance of the work. The stated Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

5. **Contract Payment:** As a condition precedent to payment, the Contractor shall conduct a final inspection of the Contract Work with the Authorized Representative of the County. The County shall promptly comply and participate with any reasonable request of the Contractor for final

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inspection. Upon final inspection and receipt of the Contractor's application for payment, the County may withhold, pending mutual compromise or judicial resolution, payment of all or a portion of the Contract Sum, to the extent reasonably necessary to protect the County, if in the County's opinion the Contract Work is not accepted. If the County withholds payment under this section, the County shall notify the Contractor of the withholding and the reason therefor no later than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

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

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

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

8. Contractor Registration: Construction contracts greater than $2,500 require Contractors to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to Contract execution. A copy of the registration certificate must be provided to the County. Contractor's registration number is # 224531 and expires on the 8 day of March, 20 22 .

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

10. Montana Prevailing Wage Rate and Gross Receipts Tax: Contractor may be subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by

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Mont. Code Ann. §§ 15-50-205 and 15-50-206. Contractor will pay Montana Davis Bacon wages if required by state law.

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

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

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

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

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

DATED this 20 day of August, 2020

Contractor:

John Kindred
Kindred Plumbing and Heating, Inc.

STATE OF MONTANA)
:ss
County of Cascade)

This instrument was signed or acknowledged before me on this 25 day of Aug, 2020.

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

V. PELTIER NOTARIAL SEAL STATE OF MONTANA
V. PELTIER
NOTARY PUBLIC for the
State of Montana
Residing at Shelby, Montana
My Commission Expires
December 17, 2020

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

CONTRACT
20-139

My Commission expires: 12-17-20

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 Ft. 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.

Kindred Plumbing and Heating, Inc.
3201 2nd Ave N
Great Falls, MT 59401

Quote #1451
Sent on 07/23/2020
Phone (406) 761-8001
Email csrkindredph@gmail.com
Bidding Tech John Kindred
Service Address 3800 Ulm Frontage Rd
Great Falls, MT 59404

CCSO/ADC County Jail
3800 Ulm Frontage Rd
Great Falls, MT 59404

PRODUCT / SERVICE	DESCRIPTION	TOTAL
Plumbing JK	Replace floor drain and trap in kitchen area, line is broken under the slab. We will perform all work in the evening after your kitchen closes. -remove 2' x 2' of tile and concrete, excavate to the faulty trap, remove trap, clean drain if needed, install a new PVC trap and drain assembly, backfill and compact. We will then cover the affected area with plywood and have a tile contractor replace the affected tiles the following evening. Total Investment $3870.00 All work performed after 10 pm. Includes all plumbing and tile work. We will attempt to match the tiles but the new tiles may not match the old.	$3,873.00

Call the office to ask about our newest financing options.

Remember we are 24 hours for your emergency needs!!
Plumbing - Heating - Cooling - Drain Cleaning - Sewer Replacement

Signature: _____ **Date:** _____

September 8, 2020 Contract 20-140

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Adult Detention Center**
Heater for 3820 Building

INITIATED BY: **Cascade County Public Works Department**

ACTION REQUESTED: **Approval of Contract #20-140**

PRESENTED BY: **Les Payne, Public Works Director**

BACKGROUND:
Cascade County sought a bid to provide heat to building 3820, located at the Cascade County Adult Detention Center, at 3800 Ulm N Frontage Road, Great Falls, MT. The amount of the contract did not require public sealed bids per Montana Codes Annotated.

RECOMMENDATION:
Cascade County Staff recommends the commission approve the contract for Kindred Plumbing of Great Falls, Montana, to plumb in and install an overhead heater and thermostat, into building 3820, located at the Cascade County Adult Detention Center, at 3800 Ulm N Frontage Road, Great Falls, MT, for a total cost of $6970.00.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:
"Mr. Chairman, I move the Cascade County Commission **APPROVE** Contract #20-140 for Kindred Plumbing of Great Falls, Montana, to plumb in and install an overhead heater and thermostat, into building 3820, located at the Cascade County Adult Detention Center, at 3800 Ulm N Frontage Road, Great Falls, MT, for a total project cost of $6970.00."

MOTION TO DISAPPROVE:
"Mr. Chairman, I move the Cascade County Commission **DISAPPROVE** Contract #20-140 for Kindred Plumbing of Great Falls, Montana, to plumb in and install an overhead heater and thermostat, into building 3820, located at the Cascade County Adult Detention Center, at 3800 Ulm N Frontage Road, Great Falls, MT, for a total cost of $6970.00."

CONTRACT

In consideration of the mutual promises and consideration set forth herein between Kindred Plumbing and Heating, Inc., 3201 2nd Avenue North, Great Falls, Montana 59401 (Contractor) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. **Contract Purpose And Scope Of Contract Work:** The purpose of this contract (Work) is for the Contractor to install a new unit heater in building 3802 of the Detention Center facility at 3800 Ulm North Frontage Road, utilizing existing underground gas line(s) and installing new piping as needed at the meter and at building 3802 to accommodate a new unit heater outside the caged area of building 3802 as set forth in Option 1[1] of the Contractor's Quote #1450 dated July 23, 2020 which is attached hereto and incorporated herein as **Exhibit A** to this Contract. Contractor shall coordinate with County's Agent, Les Payne, Public Works Director. Contractor further understands that the Work will take place in and/or around a secure detention facility and that Contractor and its employees, subcontractors and all others performing said Work shall be subject to security and access restrictions as deemed necessary by County. County acknowledges that Contractor's Quote and the scope of Work does not include 110 volt power or disconnect to the new heater; repair of existing underground gas line if needed; or protection (if required by the gas company) of gas piping near building 3802 (as gas line is in the drive lane and may need pipe bollards installed in concrete).

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

3. **Contract Time:** Contractor shall fully complete the Contract Work no later than thirty (30) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. **Contract Sum:** Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of SIX THOUSAND NINE HUNDRED SEVENTY AND 00/100 DOLLARS ($6,970.00)[2] upon final acceptance of the work. The stated Contract Sum is

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[1] Contractor agrees, however, that should Contractor be permited to utilize the test port installed, that Contractor shall proceed with the Work and pricing as outlined in Option 2.

[2] In the event that Contractor is permitted to utilize the test port installed and thus proceeds with the Work as oulined in Option 2, the Contract Sum shall not exceed FOUR THOUSAND SEVEN HUNDRED SIXTY EIGHT AND 00/100 DOLLARS ($4,768.00).

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inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

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

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

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

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

8. Contractor Registration: Construction contracts greater than $2,500 require Contractors to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to Contract execution. A copy of the registration certificate must be provided to the County. Contractor's registration number is # 224531 and expires on the 8 day of March, 20 22 .

9. Indemnification: Contractor agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims,

JK

demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

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

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

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

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

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

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

DATED this 20 day of August, 2020

Contractor:

John Kind

John Kindred
Kindred Plumbing and Heating, Inc.

STATE OF MONTANA)
:ss
County of Cascade)

This instrument was signed or acknowledged before me on this 25 day of Aug, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the

gk

day and year in this certificate first above written.

V. PELTIER
NOTARY PUBLIC for the
State of Montana
Residing at Shelby, Montana
My Commission Expires
December 17, 2020

(NOTARIAL SEAL)

VPeltier

Notary Public for the State of Montana
Residing at Great Falls MT
My Commission expires: 12.17.20

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 Ft. 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.

CONTRACT

20-140

Kindred Plumbing and Heating, Inc.
3201 2nd Ave N
Great Falls, MT 59401

Quote #1450
Sent on 07/23/2020
Phone (406) 761-8001
Email csrkindredph@gmail.com
Service Address 3820 Ulm Frontage Rd
Out-building
Great Falls, MT 59404

CCSO/ADC County Jail
3800 Ulm Frontage Rd
Great Falls, MT 59404

PRODUCT / SERVICE	DESCRIPTION	TOTAL
Heating- JK	Option 1 Install new unit heater in building 3802. Will require using existing underground gas line, we will install new piping as needed at the meter and at building 3802 to accommodate a new unit heater outside the caged area of the building. Includes -new unit heater -new venting through metal roof -all required hangers and brackets -gas piping (new connection at the meter as required by the gas company due to high pressure) -new thermostat and wiring Total investment for option 1 $6970.00 Does not include -110 volt power or disconnect to new heater -repair of existing underground gas line if needed -protection (if required by gas company) of gas piping near building 3802. (gas is in drive lane, may need pipe bollards installed in concrete) Due to the high pressure gas piping at the main building we will need to turn all incoming gas off and install a new connection, therefore the gas to the main building will be shut down for approximately 4 hours. We will then test pressures at every gas appliance and perform start up on every gas appliance. Before work begins we will meet with the gas company and they will decide if we need to make connections to the welded portions of the piping near the meter or if we are able to utilize the test port installed. If we can use the test port we can use option 2 pricing. Option 2 This option is the same scope of work for installation of the heater and utilizing the underground piping but will allow (by the gas company) us to use an existing test port on the piping at the meter and will not require a shut down of any piping in the main building. Total Investment for option 2 $4768.00 Does not include -110 volt power or disconnect to new heater -repair of existing underground gas line if needed -protection (if required by gas company) of gas piping near building 3802. (gas is in drive lane, may need pipe bollards installed in concrete)	$6,970.00*

Kindred Plumbing and Heating, Inc.
3201 2nd Ave N
Great Falls, MT 59401

Quote	**#1450**
Sent on	07/23/2020
Phone	(406) 761-8001
Email	csrkindredph@gmail.com
Service Address	3820 Ulm Frontage Rd Out-building Great Falls, MT 59404

CCSO/ADC County Jail
3800 Ulm Frontage Rd
Great Falls, MT 59404

* Non-taxable

Call the office to ask about our newest financing options.

Remember we are 24 hours for your emergency needs!!
Plumbing - Heating - Cooling - Drain Cleaning - Sewer Replacement

Signature: _____ **Date:** 8.4.2020

CHANGE OF CASCADE COUNTY FACILITY REQUEST

Instructions: Fill out the form except for approval signatures. Meet with the Public Works Director or assigned employee regarding request and obtain estimate. When all necessary information has been obtained, a meeting will be scheduled to discuss changes and costs with the appropriate officials. When commissioners grant approval, the Public Works Director will implement the approved changes. Commissioners and Financial Officer approval will only be required if estimated cost is greater than $500.00 and/or significant structural change or alteration to a county building will occur.

OFFICE USE ONLY:
Facility Request Reference#_____

DATE OF REQUEST 6/10/2020

NAME OF REQUESTOR Cory Reeves TITLE Undersheriff

BUILDING TO BE CHANGED 3820 ADDRESS

DESCRIBE IN DETAIL REQUESTED CHANGES AND WHY: Add Heater to the building due to evidence moving to this location since current location is becoming a morgue

LIST COSTS ASSOCIATED WITH CHANGES, ATTACH ANY BID QUOTES ETC. ATTACHED

Kindred - Option-1 $6970.00 Option-2 $4768.00

Pelagi - $3700.00 (PW is hoping for option-2. But if Gas Company won't Allow Then Option 2)

DO YOU HAVE BUDGET AUTHORITY FOR COST OF CONSTRUCTION/ALTERATION? X YES ____ NO

ACCOUNT TO BE CHARGED: ~~464 209~~ MCB. repairmaint 300.360 or capital 900.940 depending on outcome of gas line hook-up.

ARE THERE CITY/STATE BUILDING PERMIT REQUIREMENTS? ____ YES X NO

IS AN ARCHITECT AND/OR AN ENGINEER'S SERVICES REQUIRED? ____ YES X NO

DEPARTMENT HEAD SIGNATURE [signature] DATE: 6/10/2020

IT DIRECTOR SIGNATURE [signature] DATE: 7/28/20

~~FINANCIAL~~ Budget OFFICER SIGNATURE [signature] DATE: 7/28/2020

PUBLIC WORKS DIRECTOR SIGNATURE [signature] DATE: 7.28.20

COUNTY COMMISSIONER SIGNATURE [signature] DATE: 7/30/2020

COUNTY COMMISSIONER SIGNATURE [signature] DATE: 7/29/2020

COUNTY COMMISSIONER SIGNATURE [signature] DATE: 7/29/20

September 8th, 2020 **Contract 20-141**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Heartland Payment Systems**

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

ACTION REQUESTED: **Addition of terms and conditions of Contract 19-201**

BACKGROUND:
The purpose of this agreement is to define additional terms and conditions under which Cascade County and Heartland Payment Systems shall operate. Cascade County currently utilizes Heartland Payment Systems as its electronic payment processing system. The additional terms and conditions establish service setup and rates. The cost to Cascade County shall be based a fixed service fee of 2.95% per transaction. These costs shall be passed through to the consumer per transaction in accordance with MCA 7-6-617(3)(a).

RECOMMENDATION: Approval of Additional Contract Terms and Conditions.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mister Chair, I move that the Commission approve Contract 20-141 allowing the additional terms and conditions with Heartland Payment Systems for cashless payment processing.

MOTION TO DISAPPROVE:
Mister Chair, I move that the Commission disapprove Contract 20-141 allowing the additional terms and conditions with Heartland Payment Systems for cashless payment processing.

CONTRACT

20-141

Heartland

Billing Solutions Coversheet

Please select one of the following and indicate the product which it applies to:

- [x] New Merchant Card Application
- [ ] Existing Merchant - MID: _____
- [ ] Additional/Pending Information/Maintenance

Attention: Kelton Foster

Total Number of Pages: _____

Date: 08/14/2020

MID#: N/A

RM Name: Kacie Long

DBA Name: Cascade County

Legal Name: Cascade County

[ ] Signed copy of Government MPA	[ ] Additional Owner/Officer Information Page - if needed
[ ] Sponsor Bank Form - Only 1 signed copy needed	
[ ] T&C Acknowledgement Form - Only 1 signed copy needed	
[ ] GOVERNMENT AND EDUCATION MERCHANT PROCESSING AGREEMENT	
[ ] Bolletta Setup Form	
[ ] Unattended Small Ticket Partner Program Addendum - for applicable departments	
[ ] Government and Higher Education	

REQUIRED: Please provide a Logo and Web Banner from existing merchant website. Must be provided in JPEG format and Web Banner must be 960 pixels wide.

Post Sales Questions

Total number of users:
Date business opened or will be open:
Preferred installation time:
Requested install date:
Contact for install:

CONTRACT

19-201

GOVERNMENT AND PUBLIC EDUCATION CREDIT/DEBIT CARD PROCESSING AGREEMENT

TERMS & CONDITIONS

1. Services

HPS will, during the term of this Agreement and pursuant to its terms and conditions, (a) be responsible for and will settle funds with the Merchant; (b) provide the following payment processing solutions to the Merchant: (i) Web Payment Solutions; (ii) Cashiering Payment Solutions as may be selected by Merchant on the Merchant Application.

2. Definitions

2.1 **"Account"** means a commercial checking account maintained by Merchant for the crediting of collected funds and the debiting of fees and charges pursuant to the terms of this Agreement.

2.2 **"ACH"** means the Automated Clearing House service offered by the Federal Reserve.

2.3 **"Agreement"** means this Merchant Processing Agreement, the Merchant Application and the Addendum, as applicable. This contract incorporates the Merchant Processing Agreement, the Merchant Application, and the Addendum, as applicable, by reference, with the same force and effect as if it were given in full text. Upon request, HPS will make their full text available.

2.4 **"Authorization"** means the act of obtaining approval from the Card Issuer for an individual Transaction.

2.5 **"Card"** means a valid credit, debit, charge or other payment card accepted by Merchant under this Agreement with HPS.

2.6 **"Card Schemes" used interchangeably with Card Brands** means Visa U.S.A., Inc., Visa International, Inc., MasterCard International, Inc., Discover Financial Services or any other Card Issuer that provides Cards that are accepted by Merchant under this Agreement with HPS, including on-line debit card Transactions and on-line debit networks.

2.7 **"Card Issuer"** means the financial institution or company that has provided a Card to the Cardholder.

2.8 **"Cardholder" used interchangeably with Card Member** means the person or Card Member whose name is embossed upon the face of the Card.

2.9 **"Card-Not-Present Transaction"** means any Transaction for which required data is not electronically captured by reading information encoded in or on the Card and includes mail order, telephone order and Internet Transactions.

2.10 **"Cashiering Payment Solution"** means an automated solution which will allow Cardholders to pay Merchant via an HPS-provided virtual terminal or physical terminal.

2.11 **"Chargeback"** means the procedure by which (i) a sales Transaction (or disputed portion thereof) is returned to HPS by a Card Issuer because such item does not comply with the Card Issuer's applicable rules or operating regulations or for any other reason as provided in this Agreement and (ii) the Merchant's Account is debited for such return.

2.12 **"Convenience Fee"** means a fee charged to a consumer that will cover the costs of providing the convenient alternative payment solutions such as the Web Payment Solution and certain Cashiering Solutions.

2.13 **"Credit Voucher"** means a document or transaction executed by Merchant evidencing any refund or price adjustment relating to products or services to be credited to a Cardholder account.

2.14 **"Debit Networks"** means the authorization networks utilized by Merchant for PIN Debit Transactions.

2.15 **"EMV Card"** refers to a form of smart payment card with technical standards originally created by Europay, MasterCard and Visa (EMV) embedded with a chip containing encrypted Cardholder account information, which is readable by an EMV-enabled device. An EMV Card may be used by: (1) inserting it into a card reader that is integrated with a point of sale system; or (2) by tapping it against a point of sale device's contactless reader. Visit http://www.emv-connection.com/ for more information on EMV.

2.16 **"EMV Transaction"** means the electronic acceptance of an EMV Card's chip data by point of sale equipment or other electronic payment device at the time of Sale, and the inclusion of that data with the electronic submission of the Sale. Only a "Card Swipe", "EMV Transaction" or its manual equivalent, an "Imprint", is acceptable by the Card Scheme as proof that the Card was present at the time of the Sale.

2.17 **"HPS"** means collectively Heartland Payment Systems, Inc., and its sponsoring banks, and other vendors and subcontractors.

2.18 **"Member Sponsor Bank"** is a bank that has obtained a membership with the Card Brands to allow processor access to the Card Brand Networks.

2.19 **"Merchant"** generally means the party identified as the recipient of this Agreement. It can cover the merchant itself and any third party that may be associated with them (i.e. VARs, gateway providers etc.).

2.20 **"MCC" also known as "Merchant Category Code"** is a 4 digit number used to describe the Merchants primary business.

2.21 **"Outbound Telemarketing Transaction"** means a transaction in which a sale of products or services results from a Merchant-initiated contact with a Cardholder via a telephone call, or a mailing (other than a catalog) that instructs the Cardholder to call the Merchant.

2.22 **"Pass Through"** means charging the Merchant the precise amount of monies designated as Interchange, Costs, Dues, Assessments and Fees as per the Card Schemes. Pass Thru or Pass Through means no mark-ups are taken by the Payment Processor or any other party when Interchange, Dues, Fees, Costs and Assessments are collected from the Merchant.

2.23 **"Payment Facilitator"** is a merchant of record who facilitates transactions on behalf of a sub-merchant whose volume is less than USD 100,000 in MasterCard and Maestro volume combined.

2.24 **"Payment Service Provider (PSP)"** is an entity contracting with a Visa, Discover or American Express member to provide payment services to sponsored merchants. The new term PSP replaces the old terminology IPSP which now includes all commerce type aggregation, including face-to-face in addition to ecommerce merchant aggregation.

2.25 **"Products"** means all goods and payment services that are sold or offered by the Merchant.

2.26 **"Rules"** means the operating regulations, requirements terms and conditions of the Card Schemes presently in effect and as they may be amended from time to time.

2.27 **"Sales Draft"** means an electronic receipt evidencing a sales Transaction.

2.28 **"Sub-merchant"** is a customer conducting business through a Third Party relationship acting as a Payment Facilitator (PF) or Payment Service Provider (PSP).

2.29 **"Third Party Agent (TPA)"** means entities that have been engaged by a Merchant or a member to perform contracted services on behalf of that Merchant or member, including value add resellers (VARs) and payment gateway providers.

2.30 **"Transaction"** means any retail sale of Products or Services, or credit therefore, from a Merchant for which the customer makes payment using any Card presented to HPS for payment.

2.31 **"Virtual Terminal"** means a credit Card processing equipment on a secure server on the Internet whereby Merchant can key enter credit Card Transactions manually.

2.32 **"Voice Authorization"** means an Authorization obtained by a direct-dialed telephone call.

2.33 **"Web Payment Solution"** may be used interchangeably with "Heartland/TouchNet Hosted Website" and means an automated solution that will allow Cardholders to pay a Merchant on a hosted website.

3. Data Security Requirements

3.1 The PCI Security Standards Council ("PCI SSC") was founded by American Express, Discover Financial Services, JCB, MasterCard Worldwide and Visa, Inc. All five founders agreed to incorporate PCI Data Security Standards ("PCI DSS") as the technical requirements of each of their data security compliance programs. The PCI SSC is responsible for the Payment Application Data Security Standard ("PA-DSS") and PIN Transaction Security Requirements for PIN-Entry Devices ("PED").

More information, including the complete PCI DSS specifications can be found at www.pcisecuritystandards.org.

Each of the Card Schemes has requirements based on PCI DSS that define a standard of due care and enforcement for protecting sensitive information. Merchant must meet the compliance validation requirements defined by the Card Schemes available at:
www.visa.com/cisp
www.mastercard.com/sdp
www.discovernetwork.com/fraudsecurity/disc.html
www.americanexpress.com/datasecurity - For American Express Direct Merchants Only.

The Card Schemes or HPS may levy fines, suspend or terminate services, or impose other restrictions if it is determined that Merchant is not compliant with applicable security standards. Merchant is responsible for all fines and fees assessed by any Card Scheme in connection with violation of data security standards.

4. Rights, Duties, and Responsibilities of Merchants

4.1 Merchant agrees that during the term of this Agreement HPS/TouchNet shall be the primary provider for all payment processing services provided hereunder.

4.2 Merchant's policy for the adjustment of payment rendered shall be disclosed to the Cardholder before a Card sale is made. If Merchant does not make these disclosures, a full refund in the form of a credit to the Cardholder's Card account must be given. In no circumstances shall any cash refunds be given on any item originally charged to a card.

4.3 MERCHANT ACKNOWLEDGES THAT AN AUTHORIZATION DOES NOT CONSTITUTE (A) A WARRANTY THAT THE PERSON PRESENTING THE CARD IS THE RIGHTFUL CARDHOLDER, OR (B) A PROMISE OR GUARANTEE BY HPS THAT IT WILL PAY OR ARRANGE FOR PAYMENT TO MERCHANT FOR THE AUTHORIZED TRANSACTION. AN AUTHORIZATION DOES NOT PREVENT A

SUBSEQUENT CHARGEBACK OF AN AUTHORIZED TRANSACTION PURSUANT TO THIS AGREEMENT.

4.4 Merchant shall at all times maintain a direct deposit account (the "Account" or "DDA"), in good standing, at a bank that is a Receiving Depository Financial Institution (RDFI) of the Federal Reserve Bank ACH System or other ACH settlement network. Merchant agrees that all credits for collected funds shall be made automatically to the Account. Merchant also agrees that it is responsible for all fines, fees, Chargebacks, Credit Vouchers, payments and adjustments and other amounts due under the terms of this Agreement (including but not limited to attorneys fees and early termination charges) which shall be automatically made to the Account. Merchant shall not close, restrict or change the Account without prior written approval from HPS. Merchant agrees to pay HPS a twenty-five dollar ($25.00) fee on all returned ACH items. Merchant is solely liable for all fees and all overdrafts, regardless of cause. HPS shall have the unlimited right to debit without prior notice, any Account containing funds for the purpose of satisfying any liability incurred on behalf of Merchant.

4.5 Merchant shall not deposit any Transaction for the purpose of obtaining or providing a cash advance, or make a cash disbursement to any other Cardholder (including Merchant when acting as a Cardholder), or receive monies from a Cardholder and subsequently prepare a credit to Cardholder's account.

4.6 As partial consideration for this Agreement, Merchant expressly authorizes HPS to change the Member Sponsor Bank providing settlement services to Merchant. Merchant agrees to execute all necessary documents enabling HPS to effect such change, as may be required by HPS.

4.7 Intentionally Removed

4.8 Merchant shall give HPS immediate written notice of any complaint, subpoena, Civil Investigative Demand or other process issued by any state or federal governmental entity that alleges, refers or relates to any illegal or improper conduct of Merchant. Failure to give such notice shall be deemed to be a material breach of this Agreement.

4.9 Merchant shall not be assessed a Chargeback Fee for the first three Chargeback requests processed in any twelve month period beginning with the Merchant's anniversary date. Once three Chargeback requests have been submitted by the Card Scheme or Bank in any such 12 month period, HPS shall bill the Chargeback Fee applicable at that time. For purposes of this Section 4.9, the anniversary date shall be the date of Merchant's first deposit with HPS unless otherwise designated by HPS.

4.10 Merchant shall ensure HPS has the correct business taxpayer ID ("TIN") and legal name on file for Form 1099-K tax reporting purposes. Any merchant reporting an invalid TIN and legal name combination is subject to backup withholding of an amount as defined by applicable state tax and IRS regulations.

4.11 Merchant shall at all times comply with the Rules and operating regulations of each of the Card Schemes and American Express as well as all applicable federal, state, and local, rules and regulations. Moreover, in the event of Merchant's non-compliance, Merchant accepts the responsibility for the payment of any and all fees and penalties levied because of its non-compliance.

4.12 Merchant agrees that it will not knowingly introduce into HPS' System any virus, "time bomb", or any other contaminant, including but not limited to, codes, commands, or instructions that could damage or disable HPS' System or property.

4.13 Merchant shall assume responsibility for managing the repair of problems associated with Merchant's own telecommunications and processing system (both hardware and software), including terminals.

4.14 MSP/TPA/PSP/PF must comply with all Rules as set forth in this Agreement and the following websites:

•http://usa.visa.com/merchants/risk_management/thirdparty_agents.html
•http://www.mastercard.com/us/merchant/pdf/BMEntire_Manual_public.pdf

4.15 Payment Service Provider (PSP)/ Payment Facilitator
(PF) agrees to promptly disclose to their Sub-merchant any new or increased Card Scheme related Dues, Assessments and Fees, including but not limited to Convenience fees, in accordance to the contracted services performed by the Merchant.

4.16 Merchant must meet requirements as defined by the Card Schemes. Information is available at:
www.visa.com
www.mastercard.com
www.discovernetwork.com
www.americanexpress.com/merchantopguide - For American Express OptBlue Program Merchants Only.
www.americanexpress.com - For American Express Direct Merchants Only.

5. Debit Card Processing

5.1 Merchant understands and agrees that HPS and Bay Bank, FSB or any other bank to which this agreement is assigned is a sponsored affiliate or member of each debit network and HPS is a service provider for processing Merchant's debit card Transactions pursuant to the terms herein.

5.2 Any claims Merchant may have regarding Debit services may not be offset against Bankcard sales.

5.3 Debit transactions are governed by network regulations as well as federal and state laws and regulations, including but not limited to the Electronic Funds Transfer Act, and Regulation E, pursuant to which consumers may have up to sixty (60) days to dispute a Transaction. Merchant shall comply with all applicable federal, state and local laws and regulations.

6. Fees

6.1 HPS may amend the Fees set forth in the Merchant Application as follows: If Convenience Fees are fixed, then HPS may amend such Fees if (i) any Card Scheme or third party changes its fees with HPS or (ii) the average ticket size increases from the average ticket size of the previous thirty (30) day period. If Convenience Fees are percentage-based, then HPS will only amend such Fees if any Card Scheme or third party changes its fees with HPS. The amended Fees shall be effective on the date specified in a written notice thereof, which date shall not be fewer than fifteen (15) days after the date of notice. Merchant shall attach each such revised Schedule of Fees, or written notice to the Merchant's copy of this Agreement.

6.2 Merchant shall pay all applicable sales taxes for services and products provided by HPS.

6.3 Merchant shall pay such fees and charges as may be set by HPS for any requested system enhancements or services in addition to those specified herein or in the Application or as may be requested by applicable law or changes in Card Scheme Rules.

7. Rights, Duties and Responsibilities of HPS

7.1 Merchant acknowledges that HPS may provide payment transaction processing services hereunder through contracts or subcontracts with third parties engaged in the business of transaction processing and authorizations, and specifically authorizes such third parties to exercise all of the rights of HPS hereunder. Upon request in writing by Merchant, HPS will identify the third parties involved in Merchant's processing.

7.2 HPS may, through its performance of the Services, provide Merchant with access to equipment and other hardware, software, including interface applications, processes and other such tangible or intangible property of HPS. HPS retains all ownership rights to such property and does not provide any license or any other use other than as specifically set forth herein.

7.3 HPS will accept all Sales Drafts deposited by Merchant that comply with the terms of this Agreement. HPS will pay to Merchant the total face amount of each Sales Draft, less any Credit Vouchers, or adjustments determined. All payments, credits and charges are subject to audit and final review by HPS and prompt adjustment shall be made as required. Notwithstanding any other provision in this Agreement, HPS may refuse to accept any Sales Draft, revoke its prior acceptance, or delay processing of any Sales Draft for any

reasonable period of time, as HPS deems necessary and appropriate. HPS shall have no liability to Merchant for additional charges, higher rates, or any other loss, expense or damage Merchant may incur directly or indirectly due to any such refusal, revocation or delay.

7.4 HPS will accept all customer service calls and other communications from Merchant, relating to the services provided under this Agreement including, but not limited to, equipment service, disbursement of funds, account charges, Merchant statements and Chargebacks. Merchant waives any claim relating to amounts charged to Merchant or amounts paid to unless presented within forty-five (45) days of statement date.

7.5 HPS will process all requests for Sales Drafts and Chargebacks from Card Issuers and will provide Merchant with prompt notice of requests and Chargebacks.

8. Chargebacks

8.1 Merchant agrees to pay HPS the actual amount of any Transaction processed by HPS pursuant to this Agreement whenever any Card or Debit Transaction is reversed.

8.2 Merchant agrees to pay HPS any fees or fines imposed on HPS resulting from Chargebacks and any other fees or fines imposed with respect to or resulting from acts or omissions of Merchant.

8.3 HPS agrees to mail or electronically transmit all Chargeback documentation to Merchant promptly at Merchant's address shown in the Application. Merchant is responsible for verifying its monthly statement and its daily deposit for Chargebacks and Chargeback handling fees pursuant to this Agreement. Merchant shall notify HPS in writing within forty-five (45) days after any debit or credit is or should have been affected. If Merchant notifies HPS after such time, HPS shall not have any obligation to investigate or effect any such adjustments. Any voluntary efforts by HPS to assist Merchant in investigating such matters after the 45 day notification has expired, shall not create an obligation to continue such investigation or any future investigation. Merchant must provide all information requested by HPS by the time specified in a request for information; failure to do so shall constitute a waiver by Merchant of its ability to dispute or reverse a Chargeback or other debit, and Merchant shall be solely responsible. If HPS elects, in its sole discretion, to take action on a Chargeback or other debit after the time specified to respond has expired, Merchant agrees to pay all costs incurred by HPS. Merchant agrees to pay HPS a processing fee for Sales Draft retrieval requests at HPS discretion.

9. Limitation of Liability: Due Care

9.1 Except as provided in section 9.4 hereof, HPS's sole liability to Merchant hereunder shall be to correct, to the extent reasonably practical, errors that have been caused by HPS, except that any claim by the Merchant relating to statement accuracy or amounts owed by

HPS to the Merchant is waived unless presented within forty-five (45) days of statement date.

9.2 No claim for damages for any performance or failure of performance by HPS under this Agreement shall exceed the Convenience Fee amount and any other fees or charges paid to HPS in connection with the Card Transaction that is the subject of the alleged failure of performance.

9.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES, AND BUSINESS OPPORTUNITIES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. The parties acknowledge that any losses pursuant to this Agreement are commercial in nature.

9.4 HPS MAKES NO WARRANTY WHATSOEVER REGARDING CARD AUTHORIZATIONS, DECLINES OR REFERRAL CODES, RESPONSES TO REQUESTS FOR AUTHORIZATION, PROCESSING, SETTLEMENT, AND ALL OTHER SERVICES PROVIDED BY OR ON BEHALF OF HPS HEREUNDER AND HPS DISCLAIMS ANY AND ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. Without limitation of the foregoing, Merchant acknowledges that HPS has no liability or responsibility for the actions of any Card Scheme, Card Issuer or Cardholder.

9.5 Neither Party shall be liable for delays in processing or other non-performance caused by such events as fires; telecommunications failures; equipment failures; strikes; riots; war; non-performance of vendors, suppliers, processors or transmitters of information; acts of God or any other causes over which the Party has no control.

10. Display of Materials: Trademarks

10.1 If permissible under state law, Merchant agrees to prominently display the promotional materials provided by HPS in its place(s) of business or on an eCommerce site whereby Card Scheme logos must prominently be displayed. Use of promotional materials and use of any trade name, trademark, service mark or logo type ("Marks") associated with Card(s) shall fully comply with specifications contained in applicable Card Scheme operating regulations.

10.2 Merchant shall not use any promotional materials or Marks in any way that suggests or implies that a Card Scheme endorses Merchant's products or services.

10.3 Merchant agrees that it will discontinue use of any Mark of a Card Scheme wherever such Marks are displayed, including on the Merchant's website(s), once (a) the Agreement is

terminated or expires or (b) Merchant discontinues acceptance of a Card or participation in a Card Scheme Program.

11. Term: Termination

11.1 This Agreement shall become effective upon acceptance of the first Merchant deposit by HPS and shall continue in effect for a term of sixty (60) months therefrom. Thereafter, the Agreement will automatically renew for additional twelve (12) month periods unless terminated by any party by giving ninety (90) days written notice prior to the end of any term, except that in case of an Event of Default by Merchant or as required by a Card Scheme, this Agreement may be terminated by HPS immediately, and HPS shall give Merchant written notice within ten (10) days thereafter.

11.2 In the event HPS fails to provide the Services as stated herein, prior to exercising any right of termination, Merchant must (i) notify HPS of such breach; (ii) give HPS a reasonable period to cure, depending on the nature of the breach. The parties shall agree on the duration of such reasonable period in writing; and if, HPS is unable to cure within such time, Merchant may terminate the Agreement subject to the terms herein.

11.3 If any of the following events shall occur (each an "Event of Default"):

(i) Merchant shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Agreement; or

(ii) A reasonable belief by HPS that Merchant will constitute a risk to HPS by failing to meet the terms of this Agreement; or

(iii) Material adverse change in the business, financial condition, business procedure or services of Merchant; or

(iv) any information contained in the Application was or is incorrect in any material respect, is incomplete or omits any information necessary to make such information and statements not misleading to HPS; or

(v) irregular Card sales or credits by Merchant, Card sales substantially greater than the average ticket amount stated on Merchant's Application, excessive Chargebacks or any other circumstances which in the sole discretion of HPS, may increase the risk of Merchant Chargebacks or otherwise present a financial or security risk to HPS; or

(vi) reasonable belief by HPS that Merchant is engaged in practices that involve elements of fraud or conduct deemed to be injurious to Cardholders, including, but not limited to fraudulent, prohibited or restricted Transaction(s); or

(vii) any voluntary or involuntary bankruptcy or insolvency proceedings involving Merchant, its parent or an affiliated entity, or any other condition that would cause HPS to deem Merchant to be financially insecure; or

(viii)Merchants engages in any Outbound Telemarketing Transactions; or

(ix) Merchant or any other person owning or controlling Merchant's business is or becomes listed in any Card Scheme's security reporting;

Then, upon the occurrence of any Event of Default, all amounts payable hereunder by Merchant to HPS shall be immediately due and payable in full.

11.4 In the event of termination, regardless of cause, Merchant agrees that (a) all obligations and liabilities of Merchant with respect to any Sales Draft or Credit Voucher presented prior to the effective date of termination shall survive such termination and expressly authorizes HPS to withhold and discontinue the deposit to Merchant's Account for all Card and other payment transactions of Merchant in the process of being collected and deposited; and (b) it will discontinue all use of Marks of a Card Scheme or HPS.

11.5 Merchant agrees that all obligations incurred or existing under the terms of this Agreement as of the date of termination, shall survive such termination. After the termination or expiration of the terms of the agreement, Client shall discontinue using and shall remove all hyperlinks, signs, displays or other materials containing the name or logo of HPS/TouchNet and/or its suppliers.

11.6 Neither the expiration nor termination of this Agreement shall terminate the obligations, or rights of the parties pursuant to provisions of the Agreement, which by their terms are intended to survive or be perpetual or irrevocable.

11.7 If any Event of Default shall have occurred and be continuing, HPS may, in its sole discretion, exercise all of its rights and remedies under in equity, contract or applicable law, including, without limitation, those provided in this Agreement.

11.8 The provisions governing processing and settlement of Card Transactions, all related adjustments, fees and other amounts due from Merchant and the resolution of any related Chargebacks, will continue to apply after termination of this Agreement until all Card Transactions made prior to such termination are settled or resolved. Upon termination of this Agreement, Merchant agrees to promptly send HPS all data relating to Card Transactions made to the date of termination.

12. Terminated Merchant File

12.1 If Merchant is terminated for any of the reasons specified as cause by Visa, MasterCard and Discover Network, HPS may report Merchant's business name and the names and other identification of its principals to the Terminated Merchant File. Merchant expressly agrees and consents to such reporting, and HPS shall have no liability to Merchant for any loss, expense or damage Merchant may sustain directly or indirectly due to such reporting.

13. Notices

13.1 All notices and other communication required or permitted under this Agreement shall be deemed delivered when mailed first-class mail, postage prepaid, addressed to the Merchant

at the address stated in the Application and to HPS at the address set forth below, or at such other address as the receiving party may have provided by written notice to the other:

Heartland Payment Systems
Attn: Customer Care
One Heartland Way
Jeffersonville, IN. 47130
1 (888) 963-3600

Member Bank Sponsors

Issues Regarding Credit Cards
Barclay Bank
125 South West Street
Wilmington, DE 19801
Phone #: 1 (201) 622-8990
The Bancorp Bank
409 Silverside Road, Suite 105
Wilmington, DE 19809
Ph #: 1 (302) 385-5000

Wells Fargo Bank, N.A.
1200 Montego
Walnut Creek, CA 94598
Phone #: 1 (925) 746-4167

Issues Regarding Debit Cards
Bay Bank
7151 Columbia Gateway Drive
Suite A
Columbia, MD 21046

14. Additional Terms

14.1 Truth of Statements: Merchant represents to HPS that all information and all statements contained in the Application are true and complete and do not omit any information necessary to make such information and statements not misleading to HPS.

14.2 Entire Agreement: This Agreement constitutes the entire understanding of HPS and Merchant and supersedes all prior agreements, understanding, representations, and negotiations, whether oral or written between them.

14.3 **Amendments:** Except as otherwise provided herein, no provision of this Agreement may be waived, amended or modified except in writing signed by an authorized representative of each party.

14.4 **No Waiver of Rights:** Any failure of a Party hereto to enforce any of the terms, conditions or covenants of this Agreement shall not constitute a waiver of any rights under this Agreement.

14.5 **Section Headings:** All section headings contained herein are for descriptive purposes only, and the language of such section shall control.

14.6 **Assignability:** Neither Party hereto may assign this Agreement directly or by operation of law, without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld, Either party may assign this Agreement to a parent, subsidiary, or affiliate without the other's consent. This Agreement shall be binding upon the parties hereto, their successors and permitted assigns. Any assignment without the prior written consent of the non-assigning party shall be void.

14.7 **Damages:** In any judicial or arbitration proceedings arising out of or relating to this Agreement, including but not limited to these actions or proceedings related to the collection of amounts due from merchant, the parties shall bear their own costs and attorney fees.

14.8 **Relationship of the Parties:** Nothing contained herein shall be deemed to create a partnership, joint venture or, except as expressly set forth herein, any agency relationship between HPS and Merchant.

14.9 **Severability:** If the performance by either party of any provision of this Agreement is determined to be unlawful or in violation of any state, federal or local statute, law, ordinance, regulation or rule, or of the rules of any Card Scheme, said party shall seek to cure the illegality or violation within thirty (30) days following the date that such party is first informed of such violation or illegality. If such cure is not affected within such thirty (30) days period, the illegal or violating provision shall be null and void, and this Agreement shall remain in full force and effect and the parties shall use their best efforts to agree upon legal and non-violating substituted provisions that will serve the intent of the parties.

14.10 **Privacy Policy:** All financial and personal information about Merchant and a Merchant's vendors and suppliers, is considered confidential data. Merchant acknowledges and agrees that this information or other personal information will be used only in connection with the services provided by HPS and third parties designated by HPS to Merchant under the terms of this agreement and the performance of this Agreement. Notwithstanding the foregoing or anything else contained herein, Merchant information may be provided by HPS to any third party including but not limited to, Card Schemes, collection agencies, financial institutions or organizations, or merchant associations in the event of a default by merchant in any obligation under this agreement.

14.11 Governing Law: This Agreement shall be construed and governed by the laws of the state of in which the government or public educational entity is located without regard to legal principles related to conflict of laws.

14.12 Jurisdiction & Venue: Any suit, action or proceeding (collectively "action") arising out of or relating to this Agreement shall be brought only in the courts of the state of which the government or public educational entity is located or in the applicable United States District Court. The parties hereto agree and consent to the personal and exclusive jurisdiction of said courts over them as to all such actions, and further waive any claim that such action is brought in an improper or inconvenient forum. In any such action, the parties waive trial by jury.

14.13 No Third Party Beneficiary. Under no circumstance, shall any third party be considered a third party beneficiary of Merchant's rights or remedies under this Agreement or otherwise be entitled to any rights or remedies of Merchant under this Agreement.

14.14 Public Statements. Merchant shall obtain the prior written consent of HPS prior to making any written or oral public disclosure or announcement, whether in the form of a press release or otherwise, which directly or indirectly refers to HPS.

15. Optional Card Brand Fees:

Convenience Fee: A fee charged to the Cardholder by the Merchant for a true convenience for accepting a credit or debit card. Examples of a "true convenience" are payment through the internet, mail order or phone order. All Card Schemes allow Merchants to charge a convenience fee. All Card Schemes must be charged equally. The Merchant is required to disclose the fee to the Cardholder and provide the Cardholder with the opportunity to cancel the Transaction, if the Cardholder does not want to pay the convenience fee. In addition to the foregoing, (i) Visa requires Merchants to have a brick and mortar location in order to be allowed to charge a convenience fee; (ii) MasterCard requires processors to register any Government or Education merchant; and (iii) AMEX requires that the convenience fee be shown as a separate charge on the Cardholder's receipt for the goods or services.

Surcharge: A charge in addition to the initial amount of the sale on a credit card to cover the Merchant's cost of acceptance. All Card Schemes allow surcharging. Visa, MasterCard and Discover require Merchants to register with the Card Schemes. The Merchant is required to disclose the fee at the entry of their establishment and at the point of sale. The cardholder must be given the opportunity to cancel the Transaction if they do not want to pay the surcharge fee. The amount of the charge cannot exceed the amount of the Merchant's discount fee on Visa, MasterCard and Discover and is capped at 4%. The surcharge must appear on the sales receipt separately from the sales amount. All Card Schemes must be charged equally. Currently there are several states that prohibit

surcharging. Merchants should check their state and local laws prior to initiating a surcharge.

Service Fee: Visa allows government and education Merchants to charge a different type of fee called a "service fee". This fee is assessed for accepting payments for taxes, fees and fines for government MCCs and for tuition, room and board, lunch programs, etc. for education MCC Merchants. The service fee can be charged on credit and debit Transactions, in a face-to-face or card not present environment. The service fee must appear separate from the sales amount on the receipt. Merchants must be registered through Visa. Service fee must be disclosed prior to completion of the transaction, allowing the cardholder to cancel the Transaction if they do not wish to accept the service fee. MasterCard allows government and education merchants to charge "convenience fees" and has no separate "service fee" for these MCCs.

Other Fees: Handling fees and payment fees are allowed on all Card Schemes as long as these fees are charged on all payment channels; cash, checks, ACH, etc. These are not governed by the Card Schemes specifically. State and local laws may apply and merchants should ensure the fees are allowed in their area of business.

Revised: 02/19/16

Contract #19-201

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James L. Larson, Commissioner

Jane Weber, Commissioner

Passed and adopted at Commission Meeting held on this 24th day of December, 2019.

Attest

On this 24th day of December, 2019, I hereby attest the above-written signatures of Joe Briggs, James L. Larson and Jane Weber, 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.

Heartland

Terms & Conditions Acknowledgement

"Merchant" acknowledges that Heartland Payment Systems, LLC. ("Heartland or HPS") has provided it with a copy of the Card Acceptance Policies, Procedures, Terms & Conditions (the "Terms and Conditions") and the Merchant Application, which together make up the entire agreement between the parties. Merchant has read, understands, and agrees to be bound by the Terms and Conditions, as may be amended from time to time. Merchant acknowledges that the Terms and Conditions are a fundamental part of the parties' agreement without which Heartland would not be able to enter into an agreement with the Merchant. The Terms and Conditions can be reviewed at any time by visiting the Heartland InfoCentral at https://infocentral.heartlandpaymentsystems.com. In addition, Merchant can request another copy of the Terms and Conditions at any time by sending a written request for a copy to Heartland at the following address:

Heartland Payment Systems; Attn Customer Care; One Heartland Way; Jeffersonville IN 47130

Merchant Signature **Printed** **Date**

Relationship Manager **Printed** **Date**

Site Inspection

I hereby verify that (check one).

☐ I have physically inspected the business premises & certify that the merchant has the proper facilities, equipment, inventory, agreements, and licenses required to conduct the business.

☐ I was not reasonably able to complete a Site Inspection of the Merchant at this Address, and the information stated below is correct to the best of my knowledge and belief. Please explain why a site inspection could not be performed. _____

Inspected By **Signature** **Date**

It is required that the following questions be completed.

Is business signage present: ☐ Yes ☐ No Describe: _____

*Does business signage display a Branded Name: ☐ Yes ☐ No
*If yes, please note the Branded Name should be listed first before the DBA name on the merchant application.

Is inventory sufficient to support business: ☐ Yes ☐ No Describe: _____

Number of Terminals:_____ Locations: _____ Are card acceptance logos displayed for easy view: ☐ Yes ☐ No

Merchant utilizes a Fulfillment house to ship customer orders outside DBA location: ☐ Yes ☐ No
Site Inspected: ☐ Yes ☒ No

Location Name: _____ Phone #: _____
City:_____ ST: _____ Zip:_____

If this is an additional location to an existing HPS merchant, was a site inspection performed on any of the locations?
☐ Yes ☐ No

If this is a referral from an HPS partner, please list individual's name and business affiliation that confirms site exists.
Name:_____ Business:_____ Date:_____

Revised: 03/06/17

Member Sponsor Bank Disclosure

Heartland

Service Provider Contact Information:
Heartland Payment Systems
One Heartland Way, Jeffersonville, IN. 47130
HeartlandPaymentSystems.com
(888) 963-3600

Merchant Name: Cascade County

Address: 121 4th Street North #1A

City: Great Falls **ST:** MT **Zip:** 59401

Contact Name: Kelton Foster **Phone #:** 406-454-6853

IMPORTANT MERCHANT RESPONSIBILITIES

1. Merchant must ensure compliance with cardholder data security and storage requirements.
2. Merchant must maintain fraud and chargeback below thresholds.
3. Merchant must review and understand the terms of the Merchant Processing Agreement.
4. Merchant must comply with the Card Brands Operating Regulations.
5. Merchant must retain a signed copy of this Disclosure Page.

Note: The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Member Sponsor Bank (Acquirer) is the ultimate authority should the merchant have any problems.

IMPORTANT MEMBER SPONSOR BANK (ACQUIRER) RESPONSIBILITIES

1. The Member Sponsor Bank is the only entity approved to extend acceptance of Card Brand products directly to a Merchant.
2. The Member Sponsor Bank must be a principal (signer) to the Merchant Processing Agreement.
3. The Member Sponsor Bank is responsible for educating Merchants on pertinent Card Brand Operating Regulations with which Merchants must comply.
4. The Member Sponsor Bank is responsible for and must settle funds with the Merchant.
5. The Member Sponsor Bank is responsible for all funds held in reserve that are derived from settlement.

MERCHANT RESOURCES

1. You may download Visa Regulations from Visa's website at: http://usa.visa.com
2. You may download MasterCard Rules from MasterCard's website at: http://mastercard.com

Member Sponsor Bank (Acquirer) Information:*

Barclay Bank
125 South West Street
Wilmington, DE. 19801
Phone: (302) 662-8990

The Bancorp Bank
409 Silverside Road, Suite 105
Wilmington, DE. 19809
Phone: (302) 385-5000

Wells Fargo Bank, N.A
1200 Montego
Walnut Creek, CA 94598
Phone: (925) 746-4167

Debit Bank Sponsor
Bay Bank, FSB
7151 Columbia Gateway Drive
Suite A
Columbia, MD 21046

I, the undersigned hereby acknowledge and agree that Heartland Payment Systems will select one of the Member Sponsor Bank's listed above based on the following criteria; business type, POS equipment compatibility, depository institution and/or existing HPS relationship. Heartland Payment Systems will provide Merchant a written notification of the Member Sponsor Bank that is selected. By presenting any Card Brand Transaction to Heartland Payment Systems under the Merchant Processing Agreement from and after notice of the Member Sponsor Bank, you agree that the Member Sponsor Bank so selected shall be immediately a principal party (signer) to the Merchant Processing Agreement, regarding acceptance of Card Brand transactions.

SIGN HERE

Merchant's Name Printed	Merchant's Signature	Date

Bank Use Only

Date Received	Date Installed	HPS Rep Name

Revised: 03/15/16

Heartland

GOVERNMENT AND EDUCATION MERCHANT PROCESSING AGREEMENT

☐ Card Only ☐ ACH Only ☒ Dual

HEARTLAND CONTACT INFORMATION

RM: Kacie Long Phone: (208)340-1075 Fax: 866-509-6144

Affiliate/Partner ID : Affiliate Name: Current MID:

COMPANY INFORMATION

Merchant DBA Name: Cascade County Clerk and Recorder DBA Phone#: 1 (406) 454-6808

Address: 121 4th Street North #1 B-1 # Locations: 9

City: Great Falls State: MT Zip: 59401

CS Phone #: 1 (406) 454-6808 Fax #: 1 (406) 454-6703

Primary Contact Name: Marie Johnson Phone #:

Authorized to Purchase: ☐ Yes ☐ No

Secondary Contact Name: Brenda Hanson Phone #:

Authorized to Purchase: ☐ Yes ☐ No

Email Address: kfoster@cascadecountymt.gov
(Heartland InfoCentral Admin User Email Address)

Email Contact: First Name: Kelton Last Name: Foster

Website Address: https://www.cascadecountymt.gov/departments

Legal Name: Cascade County Federal Tax ID / EIN: 81-6001343
(Please Complete – Must correspond with IRS Filing Name) (Must correspond with Legal Name)

Address: 121 4th Street North #1A Phone #: 406-454-6853

City: Great Falls State: MT Zip: 59403

CARD FEE SCHEDULE

Service Requested	Discount Rate	Discount Per Item	Trans Fee Dial	Trans Fee IP	Annual Volume: $ $1,000,000.0	Average Ticket: $ $85.00
Visa	2.95 %	$	$	$		
MasterCard	2.95 %	$	$	$	☒ Service Fee (Pass Through/Single Transaction)	
Discover/JCB	2.95 %	$	$	$	☐ COST PLUS	
PayPal	2.95 %	$	$	$		
PIN Debit*			$	$	*Plus Applicable Debit Network Fees	
TSYS Authorization			$	$		
American Express	2.95 %	$	$	$	Annual Volume: $ $30,000.00	Average Ticket: $ $85.00
					Note: OptBlue Annual Processing Volume > $1 Million must go Direct	
					☒ OptBlue	
					☒ I opt out of receiving marketing material from American Express	

American Express Merchant #: American Express Franchise Name: Franchise CAP #:

RECURRING FEES

Chargeback Fee: $25	Bolletta Fee: $0	Voice Auth Fee: $0.65	SRM Fee: $8.50

INTERCHANGE QUALIFICATION	CARD ACCEPTANCE	DEPOSIT METHOD	SETTLEMENT
☒ MOTO/Internet ☒ Retail ☒ Small Ticket	☒ All Cards Accepted	☒ Standard	☐ Monthly ☐ Daily Net ☐ Daily Split

SALES METHOD

				CARD PROCESSING METHOD	
On Premise Face to Face Sales	50%	Mail Order Sales	%	Card Swipe	50 %
Off Premise Face to Face Sales	%	Real-Time Internet	50%	Keyed / Card Not Present	50 %
Inbound Telephone Order Sales	%	Internet (keyed)	%		Total = 100%
Outbound Telephone Order Sales	%	Recurring Billing	%		
			Total = 100%		

What percentage of your Bankcard volume is future delivery 0 %

ACH FEE SCHEDULE

Enable ACH Account Verification: ☒ Yes ☐ No

Fee Type	Dollar	Percentage
☐ Transaction Fee	$	%
■ Service Fee	$ 3.00	%
☒ Return Item Fee	$5.00	
☐ Re-presentment Fee*	$2.00	

*Re-presentment (Limitation of 2 per NACHA guidelines)

Please provide the expected ACH data below.

Annual ACH Volume	$ $300,000.00
Average ACH Ticket Amount	$ $85.00
Average Number of ACH Transaction per Month	294
High ACH Ticket Amount	$ $10,000.00
High Ticket Frequency	Quarterly
Max ACH Limit	$ $25,000.00

Note: For High Ticket Transactions, an additional 15bp will be assessed on the amount above $10,000.

ACH PROCESSING METHOD

Note: Must equal 100%	Single ACH Debit	Recurring ACH Debit	Credit
CCD (Corporate Credit or Debit)	%	%	%
PPD (Prearranged Payment and Deposit)	%	%	%
TEL (Telephone)	%		
WEB	100 %	%	%

☒ **ACH Debit** (PPD/CCD/WEB)

☐ **ACH Conversion** – Certification Required (BOC/ARC/POP)

☒ **ACH TEL** (IVR / Other TEL Entry Types*)

Vendor: ☒ Heartland ☐ Third Party:

*Merchant can accept ACH payments via Cashier/Virtual terminal; however, call must be recorded and be available as proof of authorization.

Terminal Type:

Check Reader/Imager:

Virtual Terminal:

Number of Terminals:

ACH DESCRIPTOR

Phone number as it will appear on customer statements: 1 (406) 454-6808

Company name as it will appear on customer bank statements (Max 16 Characters): Cascade County Clerk and Recorder

AUTHORIZATION METHOD (Not applicable to ACH Conversion)

Which authorization procedure does Merchant utilize to confirm customers consent to an ACH Debit:

☒ **Signed written authorization from customer (Does not apply to Web)**

- ☐ Heartland provides Authorization Form Template
- ☐ Merchant created Authorization Form

☒ **Web Authorization (Applies to Web only)**

- ☐ Customer provides electronic signature ☐ Customer logs in a username and password

☒ **Recorded Verbal Authorization (Tel Only)**

- ☐ Heartland provided script ☐ Merchant created script

If utilizing Recorded Verbal Authorization; check one of the following:

- ☐ Hosted secure IVR (Automated or Live Agent) recording services offered by Heartland
- ☐ Merchant has existing recording service to capture verbal customer authorizations

How are recordings stored:

- ☐ Via website URL:
- ☐ Via phone: #:

REQUIRED: When Merchant utilizes their own Authorization Script this must be submitted with ACH Application.

MERCHANT DETAIL

Type of Business: ☒ Public ☐ Private	Date Business Started:	**Business is Conducted: 100% Consumer**
Type of Ownership: ☐ Corporation ☒ Government ☐ Municipalities		Are web based sales processed by HPS: Yes

What Products and / or services do you provide: Birth/Death Records I Burning permits I Recorded Plats, Surveys, Land Titles, & De

Is there a peak week / date in the month for processing recurring transactions: (i.e., 1st and 15th):

Define your Refund Policy: duplicate transaction

PCI Compliance

Is your business PCI Compliant: ■ Yes ☐ No

Does your company utilize a Data Storage Entity or Merchant Servicer that has access to card member data (i.e., Payment gateway or data warehouse, etc.): ☐ **Yes** ☒ **No**

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized:

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Heartland when it changes its point of sale software, system, application or vendor: ☒ Yes ☐ No ☐ N/A

Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office): ☐ Yes ☐ No ☒ N/A

Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized: ☐ Yes ☐ No ☒ N/A

The signing merchant listed below has experienced an account data compromise.*:
☐ Yes ☐ No ☒ N/A ☐ I have never accepted payment cards.)

If yes, what was the date of the compromise:_____ Copy of the completed Forensic Investigation is required with the Application.

The signing merchant listed below is storing Sensitive Authentication Data** (even if encrypted) after the transaction has been authorized: ☐ Yes ☐ No ☒ N/A ☐ I have never accepted payment cards.)

Merchant utilizes an EMV enabled terminal: ☒ Yes ☐ No ☐ N/A

*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.
**Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Heartlands request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.

STATEMENT OPTIONS		DISPUTE LETTERS
Statement Type:	☒ Standard	Mail Options: ☐ Legal ☐ DBA
Mail Statements To:	☒ Suppress Statements ☐ Legal	Electronic Options* ☐ Email ☐ Fax (*Select mail option as backup)

☐ All Electronic Communications (Including ACH Returns):
☐ Same Email as InfoCentral ☐ Preferred Email Address:

AUTHORIZED SIGNER(S) INFORMATION

(1) Authorized Signer Name:		Title:	
SSN:	DOB:	Driver's License #:	
Home Address	City:	ST:	Zip:
(2) Authorized Signer Name:		Title:	
SSN:	DOB:	Driver's License #:	
Home Address:	City:	ST:	Zip:

Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement".

DEBIT / CREDIT AUTHORIZATION

By signing below, Merchant certifies that any verification of business provided is for a business account in good standing and that the business name on the account is the same as the business name on the enclosed Heartland Payment Systems Merchant Application. Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings/GL Account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

Depository Bank Name: US Bank	Phone #: 406.447.5251	
City: Helena	ST: MT	Zip: 59601

CARD	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☒ Checking ☐ Savings	123000848	1-539-1089-3277
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☒ Both	Name as it appears on Account: TREASURER OF CASCADE COUNTY	

	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☐ Checking ☐ Savings		
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☐ Both	Name as it appears on Account:	

ACH	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☒ Checking ☐ Savings	123000848	1-539-1089-3277
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☒ Both	Name as it appears on Account: TREASURER OF CASCADE COUNTY	

	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☐ Checking ☐ Savings		
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☐ Both	Name as it appears on Account:	

AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION

Has your business filed Bankruptcy, had Judgments or Liens within the last 3 years: ☐ **Yes** ☒ **No**

Merchant authorizes Acquirer, reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions which together with this application shall constitute the agreement(s) between the parties. **I further certify that this business or any Owner/Officer/Authorized Signer has never been terminated by any Card Brand.**

X SIGN HERE

(1) Authorized Signer Signature	**Print Name & Title**	**Date**

X SIGN HERE

(2) Authorized Signer Signature	**Print Name & Title**	**Date**

THE TERM OF THIS AGREEMENT IS 60 MONTHS

Heartland

Bolletta Merchant Setup Form

Merchant Information			
☒ New Bolletta User Group ☒ Existing Bolletta User Group (Indicate):			
DBA: Cascade County Clerk and Recor		RM: Kacie Long	
Address: 121 4th Street North #1 B-1	City: Great Falls	State: MT	Zip: 59401
Business Phone: 1 (406) 454-6808	Business Email:		
Primary Contact Name: Kelton Foster	Phone: (406)-454-6796	Email: kfoster@cascadecountymt.gov	
Merchant Website/URL: https://www.cascadecountymt.go			
☒ Bolletta Notifications:	Name:	Email:	

Product Types (Check all that applies; * Certification Letter is Required)

Bolletta Web	Bolletta Card Present	Bolletta IVR	Bolletta MOTO/ Manual Entry
☒ Payment Portal	☒ Desktop Cashier	☒ Standard	☒ Virtual Terminal
☐ SecurePay* (Hosted by HPS)	☒ Cashier w/XML Screen Pop*	☐ SecurePay IVR*	☒ SecurePay MOTO*
☐ Web Service API* (Not hosted by HPS)		☐ Web Service API*	
☐ QuickPay*			

Partners	Mobile Cashier	SecurePay Data Post:
Partner Name:	OS Version:	Data Post URL:
Billing Software:	Device Model:	Return URL:
Note: Certification Required	Model/Type:	Cancel URL:
		IP Address:

Features (Indicate all fields' merchant needs to capture and/or that are required.)

Example Only	**Bill Type 1 and Bill Type ID are REQUIRED to avoid setup delays.** If accepting multiple Bill Types, complete the field below and/or capture the information requested for each additional Bill Type needed in the Additional Notes section of page 2.
**Required* ☒ *Bill Type*:Water Bill*	☒ Bill Type 1*:
☒ *ID 1*:Billing Account Number*	☒ ID 1*:
☐ *ID 2: Invoice Number*	☒ ID 2:
☐ *ID 3: Order Number*	☐ ID 3:
☐ *ID 4: Invoice Date Number*	☐ ID 4:

☐ Billing First Name	☐ Billing Street Address	☐ Billing State	☐ Billing Phone
☐ Billing Last Name	☐ Billing City	☒ Billing Zip	☐ Email Address

Convenience Fee	Time Zone		Auto Close (Required)
☒ Yes	☐ Alaska	☐ Hawaii	Auto Close Hour: 23:55 (Random Minute Generated)
☐ No	☐ Arizona	☒ Mountain	☐ AM ☒ PM
	☐ Central	☐ Pacific	(Default is 23:55)
	☐ Eastern		

Address Verification System Default for all Non-Match setting is "Decline", if not specified.	**Card Security Code (CVV) Option Settings** Default for all Non-Match setting is "Decline", if not specified.
☐ Approve all AVS Non-Matches – Both Address & Zip are No Match ☐ Approve Zip Code Match only ☐ Approve all International AVS Responses	☐ Approve all CVV Non-Matches

Merchant expressly acknowledges and agrees that selecting any of the options and/or services listed above may cause transactions submitted hereunder to be subject to higher interchange rates and increases the risk of chargebacks and disputes from the applicable cardholder.

X SIGN HERE

Owner/Officer Signature	Name and Title	Date

☒ Bolletta MerchantView (Merchants are automatically setup with access.)

User First Name / Last Name	Email Address	User Role
Ex: Joan Smith	*Ex: JSmith@email.com*	*Ex: Group Admin*
Kelton Foster	kfoster@cascadecountymt.gov	Group Admin ----------

IVR (Note: it is required that both scripts below are entered.)

Merchant Customer Service Number:

Welcome Scripts: ☐ Text to Speech ☐ Recorded - Professional Recording Studio Fees Apply.

Provide Welcome Script (Required) – Maximum of 3 Sentences **Ex: Welcome Phrase: "**Thank you for calling the Heartland Utility District's Bill Payment System managed by HPS Billing Services. "

Provide Enter Account Number Script (Required) – Maximum of 3 Sentences **Ex: Enter Account Phrase**: "Please have your current statement available. You will need to know your account number and the amount due. Please enter your account number, located in the upper right corner of your current statement. Please leave out both the dashes and enter all the numbers on either side of dashes. When you're finished, press the pound key."

Additional Features	Payment Portal Features
☐ Tokenization **Only available with the API solution.**	☐ Required Length of Account Number:
☐ Dynamic Descriptor (Certification Required) Short DBA Name Length: ☐ 3 ☐ 7 ☐ 12 Short DBA:	☐ My Account ☐ Add Bill Lookup*** ☐ Multiple Bill Pay**
	Email copy of Receipts to:

****Multiple Bill Pay is supported only for merchants who want multiple Bill Pay utilizing Percentage Convenience or Absorbed Fee. If accepting more than two Bill Payment Types, please provide applicable information in Additional Notes.**

***** SPT will reach out for additional required information.**

If accepting ACH, does Merchant wish to enable Return Notification to Consumers: ☐ Yes ☐ No

If accepting multiple Bill Types, complete fields below.

☒ Bill Type 2*:	☒ Bill Type 3*:
☒ ID 1*:	☒ ID 1*:
☐ ID 2:	☐ ID 2:
☐ ID 3:	☐ ID 3:
☐ ID 4:	☐ ID 4:

Additional Notes

Heartland
Payments

Visa and Mastercard Registration Form

For registration in the Visa and Mastercard merchant programs this form must be completed and submitted to Operational Compliance. A signature is required prior to registration. Merchant chains must complete a separate form for each location. Registration and/or changes to an existing registration may take up to 45 days.

MERCHANT INFORMATION

Cascade County Clerk and Recorder	Cascade County	
DBA NAME	**LEGAL NAME**	**MERCHANT ID (If existing Merchant)**
121 4th Street North #1 B-1	123 4th Street North #1A	
DBA STREAT ADDRESS	**LEGAL STREET ADDRESS**	**CHAIN NAME**
Great Falls MT 59401	Great Falls MT 59403	
DBA CITY / STATE / ZIP	**LEGAL CITY / STATE / ZIP**	**MCC (If Known)**
Matthew Pfeninger Revenue Account Manager	Matthew Pfeninger Revenue Account Manag	
DBA CONTACT NAME AND TITLE	**LEGAL CONTACT NAME AND TITLE**	**DATE SIGNED WITH HPS**
1 (406) 454-6808 / 1 (406) 454-6703	1 (406)-454-6853 / 1(406) 454-6909	https://www.cascadecountymt.gov/departme
DBA CONTACT PHONE / FAX NUMBER	**LEGAL CONTACT PHONE / FAX NUMBER**	**WEBSITE ADDRESS**
	mpfeninger@cascadecountymt.gov	
DBA CONTACT EMAIL ADDRESS	**LEGAL CONTACT EMAIL ADDRESS**	**ABP ENABLED:** ☐ Yes ☐ No
NUMBER OF CUSTOMERS		**NEW VISA ACCEPTOR:** ☐ Yes ☐ No

VISA GOVERNMENT AND EDUCATION PROGRAM

TYPES OF PAYMENTS PROCESSED (Check all that apply)

☐	Personal Income:	☐ *Federal*	☐ *State*	☐ *Local*	☒	Other Property Taxes (Specify):
☐	Business Income:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Higher Education, Business or Trade Schools
☐	Payroll/Unemployment Taxes:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Fines
☐	Sales and Use:	☐ *Federal*	☐ *State*	*N/A*	☐	Court Costs
☐	Real Estate Property:	*N/A*	*N/A*	☐ *Local*	☐	Miscellaneous Government Services

SUPPORTED CHANNELS FOR VISA CARD ACCEPTANCE

☒	Face-to-Face	☒	Internet – Website Address Required:	https://www.cascadecountymt.gov/departments/clerk-and-rec
☒	Phone / IVR	☐	Other – Specify:	

TYPE OF PRODUCTS ACCEPTED (Please Specify)

☒	Visa Debit Cards	Per Item Fee*:	2.95%
☒	Visa Commercial / Credit Service Cards	Per Item Fee*:	2.95%

*Note: This fee can be a flat or variable fee; not both.

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REGISTRATION PROGRAMS (Select one applicable program from the options below)

☐ **MASTERCARD CONSUMER LOAN PROGRAM**

- Merchant must be properly designated as MCC 6012 or 6051(i.e., Financial or Non-Financial Institutions).
- Transaction must be a consumer payment of a mortgage, auto, student loan or credit card payment.
- All Merit 1 interchange rate requirements apply and the special interchange is only applicable to Consumer Signature Debit and Consumer Signature Prepaid Cards.
- Merchant cannot charge the cardholder more than a $4.95 convenience fee.

☐ **VISA GOVERNMENT -TO- GOVERNMENT PROGRAM**

- Merchant must accept Visa as a means of payment regardless of payment channel including but not limited to Face to Face, Mail/Telephone and Online.
- Merchant must be eligible Government Services MCC 9399 or Government Postal Services MCC 9402.
- Merchant must feature the opportunity to pay with Visa at least as prominently as all other payment methods.
- Merchant must comply with all Visa Operating Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on the merchant website.

☒ **VISA GOVERNMENT AND HIGHER EDUCATION PROGRAM**

- Merchant must feature the opportunity to pay with Visa at least as prominently as all other payment methods.
- Merchant must comply with all Visa Operating Regulations including the display of the Visa Logo.
- Merchant must accept Visa as a means of payment in all channels i.e., Face to Face, MOTO, Internet, as applicable.
- Merchant must work through their Acquirer to become registered. Merchant may not charge the fee until approved by Visa.
- Merchant must clearly disclose fees to the Visa Cardholder and meet Cardholder fee requirements. Qualified Visa Consumer Credit, Debit (including Prepaid) and Commercial Products may be charged a variable fee by participants in the program. Convenience Fees must be submitted as a separate transaction to Heartland Payment Systems. Both card present and card not present environments are eligible.

☐ **VISA NEW DEBT REPAYMENT 2**

or

☐ **VISA NEW DEBT REPAYMENT – NO FEES**

VISA NEW DEBT REPAYMENT 2

- Merchant must be properly designated as MCC 6012 or 6051 (i.e. financial or non-financial institutions). Merchants providing debt collection services, any debt that has been charged off and sold to a collection agency, time-barred debt, and payday loans are not eligible.
- Merchant must accept Visa as a means of payment in all channels and NOT accept US issued Visa credit for debt repayment transactions.
- Transaction must qualify as CPS/card not present or CPS/e-commerce.
- Merchant can charge only a convenience fee to Cardholders for Visa transactions.
- Merchant must display signage to reflect the type of cards they accept.
- In the authorization and clearing records of each transaction, the merchant must submit the existing debt and bill pay indicators.
- Merchant must comply with all Visa USA Inc. Operation Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on merchant website.

VISA NEW DEBT REPAYMENT NO FEES

- Merchant must be properly designated as MCC 6012 or 6051 (i.e. financial or non-financial institutions). Merchants providing debt collection services, any debt that has been charged off and sold to a collection agency, time-barred debt, and payday loans are not eligible.
- Merchant must accept Visa as a means of payment in all channels and NOT accept US issued Visa credit for debt repayment transactions.
- Transaction must qualify as CPS/card not present or CPS/e-commerce.
- Merchant does not charge Cardholders fees of any type for Visa transactions.
- Merchant must display signage to reflect the type of cards they accept.
- In the authorization and clearing records of each transaction, the merchant must submit the existing debt and bill pay indicators.
- Merchant must comply with all Visa USA Inc. Operation Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on merchant website.

ACKNOWLEGEMENT

I, the undersigned, hereby affirm that I have accurately represented my business and that it meets all of the qualifications necessary to be registered for the Visa and/or Mastercard Program I have indicated above. I additionally understand that if Visa and/or Mastercard determine that my business is not compliant; the Card Schemes may impose noncompliance assessments and fines for which I will be responsible. Visa/Mastercard reserve the right to modify or discontinue merchant participation as deemed necessary. This document and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature.

Name of the Requestor of Change _____ **Title** _____

☐ Owner ☐ Officer ☐ Authorized Signer ☐ Management Agent*
(*Please provide copy of Management Agreement)

Note: Signer must be the original signer of the HPS Merchant Processing Agreement and/or provide a letter of authorization.

X _____ SIGN HERE

Owner / Officer / Authorized Signer / Managing Agent Signature **Email** _____ **Date** _____

Return Form To: Fax: 866-976-7224 or Email: Compliance@e-hps.com

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Heartland

GOVERNMENT AND EDUCATION MERCHANT PROCESSING AGREEMENT

☐ Card Only ☐ ACH Only ☒ Dual

HEARTLAND CONTACT INFORMATION

RM: Kacie Long Phone: (208)340-1075 Fax: 866-509-6144

Affiliate/Partner ID : Affiliate Name: Current MID:

COMPANY INFORMATION

Merchant DBA Name: Cascade County Clerk of Court DBA Phone#: 1 (406) 454-6787

Address: 415 2nd Avenue North #200, 200A # Locations: 9

City: Great Falls State: MT Zip: 59401

CS Phone #: 1 (406) 454-6787 Fax #: 1 (406) 454-6907

Primary Contact Name: Tina Henry Phone #:

Authorized to Purchase: ☐ Yes ☐ No

Secondary Contact Name: Aimee Lutz Phone #:

Authorized to Purchase: ☐ Yes ☐ No

Email Address: kfoster@cascadecountymt.gov
(Heartland InfoCentral Admin User Email Address)

Email Contact: First Name: Kelton Last Name: Foster

Website Address: https://www.cascadecountymt.gov/departments

Legal Name: Cascade County Federal Tax ID / EIN: 81-6001343
(Please Complete – Must correspond with IRS Filing Name) (Must correspond with Legal Name)

Address: 121 4th Street North #1A Phone #: 406-454-6853

City: Great Falls State: MT Zip: 59403

CARD FEE SCHEDULE

Service Requested	Discount Rate	Discount Per Item	Trans Fee Dial	Trans Fee IP	
					Annual Volume: $ $2,000,000.0 **Average Ticket:** $ $140.00
Visa	2.95 %	$	$	$	
MasterCard	2.95 %	$	$	$	☒ Service Fee (Pass Through/Single Transaction)
Discover/JCB	2.95 %	$	$	$	☐ COST PLUS
PayPal	2.95 %	$	$	$	
PIN Debit*			$	$	*Plus Applicable Debit Network Fees
TSYS Authorization			$	$	
American Express	2.95 %	$	$	$	**Annual Volume:** $ $80,000.00 **Average Ticket:** $ $140.00 **Note: OptBlue Annual Processing Volume > $1 Million must go Direct** ☒ OptBlue ☒ I opt out of receiving marketing material from American Express

American Express Merchant #: American Express Franchise Name: Franchise CAP #:

RECURRING FEES

Chargeback Fee:	$25	Bolletta Fee:	$0	Voice Auth Fee:	$0.65	SRM Fee:	$8.50

INTERCHANGE QUALIFICATION	CARD ACCEPTANCE	DEPOSIT METHOD	SETTLEMENT
☒ MOTO/Internet ☒ Retail ☒ Small Ticket	☒ All Cards Accepted	☒ Standard	☐ Monthly ☐ Daily Net ☐ Daily Split

SALES METHOD

				CARD PROCESSING METHOD	
On Premise Face to Face Sales	50%	Mail Order Sales	%	Card Swipe	50 %
Off Premise Face to Face Sales	%	Real-Time Internet	50%	Keyed / Card Not Present	50 %
Inbound Telephone Order Sales	%	Internet (keyed)	%		**Total = 100%**
Outbound Telephone Order Sales	%	Recurring Billing	%		
			Total = 100%		

What percentage of your Bankcard volume is future delivery 0 %

ACH FEE SCHEDULE

Enable ACH Account Verification: ☒ Yes ☐ No

Fee Type	Dollar	Percentage
☐ Transaction Fee	$	%
■ Service Fee	$ 3.00	%
☒ Return Item Fee	$5.00	
☐ Re-presentment Fee*	$2.00	

*Re-presentment (Limitation of 2 per NACHA guidelines)

Please provide the expected ACH data below.

Annual ACH Volume	$ $600,000.00
Average ACH Ticket Amount	$ $140.00
Average Number of ACH Transaction per Month	357
High ACH Ticket Amount	$ $10,000.00
High Ticket Frequency	Quarterly
Max ACH Limit	$ $25,000.00

Note: For High Ticket Transactions, an additional 15bp will be assessed on the amount above $10,000.

ACH PROCESSING METHOD

Note: Must equal 100%	Single ACH Debit	Recurring ACH Debit	Credit
CCD (Corporate Credit or Debit)	%	%	%
PPD (Prearranged Payment and Deposit)	%	%	%
TEL (Telephone)	%		
WEB	100 %	%	%

☒ **ACH Debit** (PPD/CCD/WEB)

☐ **ACH Conversion** – Certification Required (BOC/ARC/POP)

☒ **ACH TEL** (IVR / Other TEL Entry Types*)

Vendor: ☒ Heartland ☐ Third Party:

*Merchant can accept ACH payments via Cashier/Virtual terminal; however, call must be recorded and be available as proof of authorization.

Terminal Type:

Check Reader/Imager:

Virtual Terminal:

Number of Terminals:

ACH DESCRIPTOR

Phone number as it will appear on customer statements: 1 (406) 454-6787

Company name as it will appear on customer bank statements (Max 16 Characters): Cascade County Clerk of Court

AUTHORIZATION METHOD (Not applicable to ACH Conversion)

Which authorization procedure does Merchant utilize to confirm customers consent to an ACH Debit:

☒ **Signed written authorization from customer (Does not apply to Web)**

☐ Heartland provides Authorization Form Template
☐ Merchant created Authorization Form

☒ **Web Authorization (Applies to Web only)**

☐ Customer provides electronic signature ☐ Customer logs in a username and password

☒ **Recorded Verbal Authorization (Tel Only)**

☐ Heartland provided script ☐ Merchant created script

If utilizing Recorded Verbal Authorization; check one of the following:

☐ Hosted secure IVR (Automated or Live Agent) recording services offered by Heartland
☐ Merchant has existing recording service to capture verbal customer authorizations

How are recordings stored:

☐ Via website URL:

☐ Via phone: #:

REQUIRED: When Merchant utilizes their own Authorization Script this must be submitted with ACH Application.

MERCHANT DETAIL

Type of Business: ☒ Public ☐ Private	Date Business Started:	**Business is Conducted: 100% Consumer**
Type of Ownership: ☐ Corporation ☒ Government ☐ Municipalities		Are web based sales processed by HPS: Yes

What Products and / or services do you provide: Adult Restitution Collections, Child Support Collections, Marriage Licensing, & Pas

Is there a peak week / date in the month for processing recurring transactions: (i.e., 1st and 15th):

Define your Refund Policy: duplicate transaction

PCI Compliance

Is your business PCI Compliant: ■ **Yes** ☐ **No**

Does your company utilize a Data Storage Entity or Merchant Servicer that has access to card member data (i.e., Payment gateway or data warehouse, etc.): ☐ **Yes** ☒ **No**

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized:

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Heartland when it changes its point of sale software, system, application or vendor: ☒ Yes ☐ No ☐ N/A

Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office): ☐ Yes ☐ No ☒ N/A

Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized: ☐ Yes ☐ No ☒ N/A

The signing merchant listed below has experienced an account data compromise.*:
☐ Yes ☐ No ☒ N/A ☐ I have never accepted payment cards.)

If yes, what was the date of the compromise:_____ Copy of the completed Forensic Investigation is required with the Application.

The signing merchant listed below is storing Sensitive Authentication Data** (even if encrypted) after the transaction has been authorized: ☐ Yes ☐ No ☒ N/A ☐ I have never accepted payment cards.)

Merchant utilizes an EMV enabled terminal: ☒ Yes ☐ No ☐ N/A

*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.
**Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Heartlands request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.

STATEMENT OPTIONS		DISPUTE LETTERS
Statement Type:	☒ Standard	Mail Options: ☐ Legal ☐ DBA
Mail Statements To:	☒ Suppress Statements ☐ Legal	Electronic Options* ☐ Email ☐ Fax (*Select mail option as backup)

☐ All Electronic Communications (Including ACH Returns):
☐ Same Email as InfoCentral ☐ Preferred Email Address:

AUTHORIZED SIGNER(S) INFORMATION

(1) Authorized Signer Name:		Title:	
SSN:	DOB:	Driver's License #:	
Home Address	City:	ST:	Zip:
(2) Authorized Signer Name:		Title:	
SSN:	DOB:	Driver's License #:	
Home Address:	City:	ST:	Zip:

Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement".

DEBIT / CREDIT AUTHORIZATION

By signing below, Merchant certifies that any verification of business provided is for a business account in good standing and that the business name on the account is the same as the business name on the enclosed Heartland Payment Systems Merchant Application. Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings/GL Account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

Depository Bank Name: US Bank	Phone #: 406.447.5251	
City: Helena	ST: MT	Zip: 59601

CARD	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☒ Checking ☐ Savings	123000848	1-539-1089-3277
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☒ Both	Name as it appears on Account: TREASURER OF CASCADE COUNTY	

	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☐ Checking ☐ Savings		
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☐ Both	Name as it appears on Account:	

ACH	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☒ Checking ☐ Savings	123000848	1-539-1089-3277
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☒ Both	Name as it appears on Account: TREASURER OF CASCADE COUNTY	

	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☐ Checking ☐ Savings		
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☐ Both	Name as it appears on Account:	

AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION

Has your business filed Bankruptcy, had Judgments or Liens within the last 3 years: ☐ Yes ☒ No

Merchant authorizes Acquirer, reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions which together with this application shall constitute the agreement(s) between the parties. **I further certify that this business or any Owner/Officer/Authorized Signer has never been terminated by any Card Brand.**

X SIGN HERE

(1) Authorized Signer Signature **Print Name & Title** **Date**

X SIGN HERE

(2) Authorized Signer Signature **Print Name & Title** **Date**

THE TERM OF THIS AGREEMENT IS 60 MONTHS

Heartland

Bolletta Merchant Setup Form

Merchant Information			
☒ New Bolletta User Group ☒ Existing Bolletta User Group (Indicate):			
DBA: Cascade County Clerk of Court		RM: Kacie Long	
Address: 415 2nd Avenue North #200, 200A	City: Great Falls	State: MT	Zip: 59401
Business Phone: 1 (406) 454-6787	Business Email:		
Primary Contact Name: Kelton Foster	Phone: (406)-454-6796	Email: kfoster@cascadecountymt.gov	
Merchant Website/URL: https://www.cascadecountymt.go'			
☒ Bolletta Notifications:	Name:	Email:	

Product Types (Check all that applies; * Certification Letter is Required)

Bolletta Web	Bolletta Card Present	Bolletta IVR	Bolletta MOTO/ Manual Entry
☒ Payment Portal ☐ SecurePay* (Hosted by HPS) ☐ Web Service API* (Not hosted by HPS) ☐ QuickPay*	☒ Desktop Cashier ☒ Cashier w/XML Screen Pop*	☒ Standard ☐ SecurePay IVR* ☐ Web Service API*	☒ Virtual Terminal ☒ SecurePay MOTO*

Partners	Mobile Cashier	SecurePay Data Post:
Partner Name:	OS Version:	Data Post URL:
Billing Software:	Device Model:	Return URL:
Note: Certification Required	Model/Type:	Cancel URL:
		IP Address:

Features (Indicate all fields' merchant needs to capture and/or that are required.)

Example Only	**Bill Type 1 and Bill Type ID are REQUIRED to avoid setup delays.** If accepting multiple Bill Types, complete the field below and/or capture the information requested for each additional Bill Type needed in the Additional Notes section of page 2.
**Required* ☒ *Bill Type*:Water Bill*	☒ Bill Type 1*:
☒ *ID 1*:Billing Account Number*	☒ ID 1*:
☐ *ID 2: Invoice Number*	☒ ID 2:
☐ *ID 3: Order Number*	☐ ID 3:
☐ *ID 4: Invoice Date Number*	☐ ID 4:

☐ Billing First Name	☐ Billing Street Address	☐ Billing State	☐ Billing Phone
☐ Billing Last Name	☐ Billing City	☒ Billing Zip	☐ Email Address

Convenience Fee	Time Zone		Auto Close (Required)
☒ Yes ☐ No	☐ Alaska ☐ Arizona ☐ Central ☐ Eastern	☐ Hawaii ☒ Mountain ☐ Pacific	Auto Close Hour: 23:55 (Random Minute Generated) ☐ AM ☒ PM (Default is 23:55)

Address Verification System Default for all Non-Match setting is "Decline", if not specified.	**Card Security Code (CVV) Option Settings** Default for all Non-Match setting is "Decline", if not specified.
☐ Approve all AVS Non-Matches – Both Address & Zip are No Match ☐ Approve Zip Code Match only ☐ Approve all International AVS Responses	☐ Approve all CVV Non-Matches

Merchant expressly acknowledges and agrees that selecting any of the options and/or services listed above may cause transactions submitted hereunder to be subject to higher interchange rates and increases the risk of chargebacks and disputes from the applicable cardholder.

X SIGN HERE

Owner/Officer Signature	Name and Title	Date

Heartland

Bolletta Merchant Setup Form (Continued)

☒ Bolletta MerchantView (Merchants are automatically setup with access.)

User First Name / Last Name	Email Address	User Role
Ex: Joan Smith	*Ex: JSmith@email.com*	*Ex: Group Admin*
Kelton Foster	kfoster@cascadecountymt.gov	Group Admin ----------

IVR (Note: it is required that both scripts below are entered.)

Merchant Customer Service Number:

Welcome Scripts: ☐ Text to Speech ☐ Recorded - Professional Recording Studio Fees Apply.

Provide Welcome Script (Required) – Maximum of 3 Sentences **Ex: Welcome Phrase:** "Thank you for calling the Heartland Utility District's Bill Payment System managed by HPS Billing Services. "

Provide Enter Account Number Script (Required) – Maximum of 3 Sentences **Ex: Enter Account Phrase**: "Please have your current statement available. You will need to know your account number and the amount due. Please enter your account number, located in the upper right corner of your current statement. Please leave out both the dashes and enter all the numbers on either side of dashes. When you're finished, press the pound key."

Additional Features	Payment Portal Features
☐ Tokenization **Only available with the API solution.**	☐ Required Length of Account Number:
☐ Dynamic Descriptor (Certification Required) Short DBA Name Length: ☐ 3 ☐ 7 ☐ 12 Short DBA:	☐ My Account ☐ Add Bill Lookup*** ☐ Multiple Bill Pay**
	Email copy of Receipts to:

****Multiple Bill Pay is supported only for merchants who want multiple Bill Pay utilizing Percentage Convenience or Absorbed Fee. If accepting more than two Bill Payment Types, please provide applicable information in Additional Notes.**

***** SPT will reach out for additional required information.**

If accepting ACH, does Merchant wish to enable Return Notification to Consumers: ☐ Yes ☐ No

If accepting multiple Bill Types, complete fields below.

☒ Bill Type 2*:	☒ Bill Type 3*:
☒ ID 1*:	☒ ID 1*:
☐ ID 2:	☐ ID 2:
☐ ID 3:	☐ ID 3:
☐ ID 4:	☐ ID 4:

Additional Notes

Heartland
Payments

Visa and Mastercard Registration Form

For registration in the Visa and Mastercard merchant programs this form must be completed and submitted to Operational Compliance. A signature is required prior to registration. Merchant chains must complete a separate form for each location. Registration and/or changes to an existing registration may take up to 45 days.

MERCHANT INFORMATION

Cascade County Clerk of Court	Cascade County	
DBA NAME	**LEGAL NAME**	**MERCHANT ID (If existing Merchant)**
415 2nd Avenue North #200, 200A	124 4th Street North #1A	
DBA STREAT ADDRESS	**LEGAL STREET ADDRESS**	**CHAIN NAME**
Great Falls MT 59401	Great Falls MT 59403	
DBA CITY / STATE / ZIP	**LEGAL CITY / STATE / ZIP**	**MCC (If Known)**
Matthew Pfeninger Revenue Account Manager	Matthew Pfeninger Revenue Account Manage	
DBA CONTACT NAME AND TITLE	**LEGAL CONTACT NAME AND TITLE**	**DATE SIGNED WITH HPS**
1 (406) 454-6787 / 1 (406) 454-6907	1 (406)-454-6853 / 1(406) 454-6909	https://www.cascadecountymt.gov/departme
DBA CONTACT PHONE / FAX NUMBER	**LEGAL CONTACT PHONE / FAX NUMBER**	**WEBSITE ADDRESS**
	mpfeninger@cascadecountymt.gov	
DBA CONTACT EMAIL ADDRESS	**LEGAL CONTACT EMAIL ADDRESS**	**ABP ENABLED:** ☐ Yes ☐ No
NUMBER OF CUSTOMERS		**NEW VISA ACCEPTOR:** ☐ Yes ☐ No

VISA GOVERNMENT AND EDUCATION PROGRAM

TYPES OF PAYMENTS PROCESSED (Check all that apply)

☐	Personal Income:	☐ *Federal*	☐ *State*	☐ *Local*	☒	Other Property Taxes (Specify):
☐	Business Income:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Higher Education, Business or Trade Schools
☐	Payroll/Unemployment Taxes:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Fines
☐	Sales and Use:	☐ *Federal*	☐ *State*	*N/A*	☐	Court Costs
☐	Real Estate Property:	*N/A*	*N/A*	☐ *Local*	☐	Miscellaneous Government Services

SUPPORTED CHANNELS FOR VISA CARD ACCEPTANCE

☒	Face-to-Face	☒	Internet – Website Address Required:	https://www.cascadecountymt.gov/departments/clerk-of-court
☒	Phone / IVR	☐	Other – Specify:	

TYPE OF PRODUCTS ACCEPTED (Please Specify)

☒	Visa Debit Cards	Per Item Fee*:	2.95%
☒	Visa Commercial / Credit Service Cards	Per Item Fee*:	2.95%

*Note: This fee can be a flat or variable fee; not both.

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REGISTRATION PROGRAMS (Select one applicable program from the options below)

☐ **MASTERCARD CONSUMER LOAN PROGRAM**

- Merchant must be properly designated as MCC 6012 or 6051(i.e., Financial or Non-Financial Institutions).
- Transaction must be a consumer payment of a mortgage, auto, student loan or credit card payment.
- All Merit 1 interchange rate requirements apply and the special interchange is only applicable to Consumer Signature Debit and Consumer Signature Prepaid Cards.
- Merchant cannot charge the cardholder more than a $4.95 convenience fee.

☐ **VISA GOVERNMENT -TO- GOVERNMENT PROGRAM**

- Merchant must accept Visa as a means of payment regardless of payment channel including but not limited to Face to Face, Mail/Telephone and Online.
- Merchant must be eligible Government Services MCC 9399 or Government Postal Services MCC 9402.
- Merchant must feature the opportunity to pay with Visa at least as prominently as all other payment methods.
- Merchant must comply with all Visa Operating Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on the merchant website.

☒ **VISA GOVERNMENT AND HIGHER EDUCATION PROGRAM**

- Merchant must feature the opportunity to pay with Visa at least as prominently as all other payment methods.
- Merchant must comply with all Visa Operating Regulations including the display of the Visa Logo.
- Merchant must accept Visa as a means of payment in all channels i.e., Face to Face, MOTO, Internet, as applicable.
- Merchant must work through their Acquirer to become registered. Merchant may not charge the fee until approved by Visa.
- Merchant must clearly disclose fees to the Visa Cardholder and meet Cardholder fee requirements. Qualified Visa Consumer Credit, Debit (including Prepaid) and Commercial Products may be charged a variable fee by participants in the program. Convenience Fees must be submitted as a separate transaction to Heartland Payment Systems. Both card present and card not present environments are eligible.

☐ **VISA NEW DEBT REPAYMENT 2**

or

☐ **VISA NEW DEBT REPAYMENT – NO FEES**

VISA NEW DEBT REPAYMENT 2

- Merchant must be properly designated as MCC 6012 or 6051 (i.e. financial or non-financial institutions). Merchants providing debt collection services, any debt that has been charged off and sold to a collection agency, time-barred debt, and payday loans are not eligible.
- Merchant must accept Visa as a means of payment in all channels and NOT accept US issued Visa credit for debt repayment transactions.
- Transaction must qualify as CPS/card not present or CPS/e-commerce.
- Merchant can charge only a convenience fee to Cardholders for Visa transactions.
- Merchant must display signage to reflect the type of cards they accept.
- In the authorization and clearing records of each transaction, the merchant must submit the existing debt and bill pay indicators.
- Merchant must comply with all Visa USA Inc. Operation Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on merchant website.

VISA NEW DEBT REPAYMENT NO FEES

- Merchant must be properly designated as MCC 6012 or 6051 (i.e. financial or non-financial institutions). Merchants providing debt collection services, any debt that has been charged off and sold to a collection agency, time-barred debt, and payday loans are not eligible.
- Merchant must accept Visa as a means of payment in all channels and NOT accept US issued Visa credit for debt repayment transactions.
- Transaction must qualify as CPS/card not present or CPS/e-commerce.
- Merchant does not charge Cardholders fees of any type for Visa transactions.
- Merchant must display signage to reflect the type of cards they accept.
- In the authorization and clearing records of each transaction, the merchant must submit the existing debt and bill pay indicators.
- Merchant must comply with all Visa USA Inc. Operation Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on merchant website.

ACKNOWLEGEMENT

I, the undersigned, hereby affirm that I have accurately represented my business and that it meets all of the qualifications necessary to be registered for the Visa and/or Mastercard Program I have indicated above. I additionally understand that if Visa and/or Mastercard determine that my business is not compliant; the Card Schemes may impose noncompliance assessments and fines for which I will be responsible. Visa/Mastercard reserve the right to modify or discontinue merchant participation as deemed necessary. This document and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature.

Name of the Requestor of Change _____ **Title** _____

☐ Owner ☐ Officer ☐ Authorized Signer ☐ Management Agent*
(*Please provide copy of Management Agreement)

Note: Signer must be the original signer of the HPS Merchant Processing Agreement and/or provide a letter of authorization.

X _____
Owner / Officer / Authorized Signer / Managing Agent Signature

Email _____ **Date** _____

Return Form To: Fax: 866-976-7224 or Email: Compliance@e-hps.com

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Heartland

GOVERNMENT AND EDUCATION MERCHANT PROCESSING AGREEMENT

☐ Card Only ☐ ACH Only ☒ Dual

HEARTLAND CONTACT INFORMATION

RM: Kacie Long Phone: (208)340-1075 Fax: 866-509-6144

Affiliate/Partner ID : Affiliate Name: Current MID:

COMPANY INFORMATION

Merchant DBA Name: Cascade County Expo Park (Fairgrounds) DBA Phone#: 1 (406) 727-8900

Address: 400 3rd Street NW # Locations: 9

City: Great Falls State: MT Zip: 59401

CS Phone #: 1 (406) 727-8900 Fax #: 1 (406) 452-8955

Primary Contact Name: Susan Shannon Phone #:

Authorized to Purchase: ☐ Yes ☐ No

Secondary Contact Name: Chrissy Wood Phone #:

Authorized to Purchase: ☐ Yes ☐ No

Email Address: kfoster@cascadecountymt.gov
(Heartland InfoCentral Admin User Email Address)

Email Contact: First Name: Kelton Last Name: Foster

Website Address: http://www.goexpopark.com/

Legal Name: Cascade County Federal Tax ID / EIN: 81-6001343
(Please Complete – Must correspond with IRS Filing Name) (Must correspond with Legal Name)

Address: 121 4th Street North #1A Phone #: 406-454-6853

City: Great Falls State: MT Zip: 59403

CARD FEE SCHEDULE

Service Requested	Discount Rate	Discount Per Item	Trans Fee Dial	Trans Fee IP	Annual Volume: $ $1,099,248.0	Average Ticket: $ $84.98
Visa	2.95 %	$	$	$		
MasterCard	2.95 %	$	$	$	☒ Service Fee (Pass Through/Single Transaction)	
Discover/JCB	2.95 %	$	$	$	☐ COST PLUS	
PayPal	2.95 %	$	$	$		
PIN Debit*			$	$	*Plus Applicable Debit Network Fees	
TSYS Authorization			$	$		
American Express	2.95 %	$	$	$	Annual Volume: $ $80,000.00	Average Ticket: $ $84.98
					Note: OptBlue Annual Processing Volume > $1 Million must go Direct	
					☒ OptBlue ☒ I opt out of receiving marketing material from American Express	

American Express Merchant #:	American Express Franchise Name:	Franchise CAP #:

RECURRING FEES

Chargeback Fee:	$ 25	Bolletta Fee:	$ 0	Voice Auth Fee:	$0.65	SRM Fee:	$8.50

INTERCHANGE QUALIFICATION	CARD ACCEPTANCE	DEPOSIT METHOD	SETTLEMENT
☒ MOTO/Internet ☒ Retail ☒ Small Ticket	☒ All Cards Accepted	☒ Standard	☐ Monthly ☐ Daily Net ☐ Daily Split

SALES METHOD				CARD PROCESSING METHOD	
On Premise Face to Face Sales	50%	Mail Order Sales	%	Card Swipe	50 %
Off Premise Face to Face Sales	%	Real-Time Internet	50%	Keyed / Card Not Present	50 %
Inbound Telephone Order Sales	%	Internet (keyed)	%		**Total = 100%**
Outbound Telephone Order Sales	%	Recurring Billing	%		
			Total = 100%		

What percentage of your Bankcard volume is future delivery 0 %

ACH FEE SCHEDULE

Enable ACH Account Verification: ☒Yes ☐No

Fee Type	Dollar	Percentage
☐ Transaction Fee	$	%
■ Service Fee	$ 3.00	%
☒ Return Item Fee	$5.00	
☐ Re-presentment Fee*	$2.00	

*Re-presentment (Limitation of 2 per NACHA guidelines)

Please provide the expected ACH data below.

Annual ACH Volume	$ $329,774.40
Average ACH Ticket Amount	$ $84.98
Average Number of ACH Transaction per Month	323
High ACH Ticket Amount	$ $10,000.00
High Ticket Frequency	Quarterly
Max ACH Limit	$ $25,000.00

Note: For High Ticket Transactions, an additional 15bp will be assessed on the amount above $10,000.

ACH PROCESSING METHOD

Note: Must equal 100%	Single ACH Debit	Recurring ACH Debit	Credit
CCD (Corporate Credit or Debit)	%	%	%
PPD (Prearranged Payment and Deposit)	%	%	%
TEL (Telephone)	%		
WEB	100 %	%	%

☒ **ACH Debit** (PPD/CCD/WEB)

☐ **ACH Conversion** – Certification Required (BOC/ARC/POP)

☒ **ACH TEL** (IVR / Other TEL Entry Types*)

Vendor: ☒ Heartland ☐ Third Party:

*Merchant can accept ACH payments via Cashier/Virtual terminal; however, call must be recorded and be available as proof of authorization.

Terminal Type:

Check Reader/Imager:

Virtual Terminal:

Number of Terminals:

ACH DESCRIPTOR

Phone number as it will appear on customer statements: 1 (406) 727-8900

Company name as it will appear on customer bank statements (Max 16 Characters): Cascade County Expo Park (Fairgrounds)

AUTHORIZATION METHOD (Not applicable to ACH Conversion)

Which authorization procedure does Merchant utilize to confirm customers consent to an ACH Debit:

☒ **Signed written authorization from customer (Does not apply to Web)**

☐ Heartland provides Authorization Form Template
☐ Merchant created Authorization Form

☒ **Web Authorization (Applies to Web only)**

☐ Customer provides electronic signature ☐ Customer logs in a username and password

☒ **Recorded Verbal Authorization (Tel Only)**

☐ Heartland provided script ☐ Merchant created script

If utilizing Recorded Verbal Authorization; check one of the following:

☐ Hosted secure IVR (Automated or Live Agent) recording services offered by Heartland
☐ Merchant has existing recording service to capture verbal customer authorizations

How are recordings stored:

☐ Via website URL:

☐ Via phone: #:

REQUIRED: When Merchant utilizes their own Authorization Script this must be submitted with ACH Application.

MERCHANT DETAIL

Type of Business: ☒ Public ☐ Private	Date Business Started:	**Business is Conducted: 100% Consumer**
Type of Ownership: ☐ Corporation ☒ Government ☐ Municipalities		Are web based sales processed by HPS: Yes

What Products and / or services do you provide: Montana State Fair, the Montana Pro Rodeo Circuit Finals, MAGIE, weddings, trad

Is there a peak week / date in the month for processing recurring transactions: (i.e., 1st and 15th):

Define your Refund Policy: duplicate transaction

PCI Compliance

Is your business PCI Compliant: ■ Yes ☐ No

Does your company utilize a Data Storage Entity or Merchant Servicer that has access to card member data (i.e., Payment gateway or data warehouse, etc.): ☐ **Yes** ☒ **No**

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized:

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Heartland when it changes its point of sale software, system, application or vendor: ☒ Yes ☐ No ☐ N/A

Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office): ☐ Yes ☐ No ☒ N/A

Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized: ☐ Yes ☐ No ☒ N/A

The signing merchant listed below has experienced an account data compromise.*:
☐ Yes ☐ No ☒ N/A ☐ I have never accepted payment cards.)

If yes, what was the date of the compromise:_____ Copy of the completed Forensic Investigation is required with the Application.

The signing merchant listed below is storing Sensitive Authentication Data** (even if encrypted) after the transaction has been authorized: ☐ Yes ☐ No ☒ N/A ☐ I have never accepted payment cards.)

Merchant utilizes an EMV enabled terminal: ☒ Yes ☐ No ☐ N/A

*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.
**Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Heartlands request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.

STATEMENT OPTIONS		DISPUTE LETTERS
Statement Type:	☒ Standard	Mail Options: ☐ Legal ☐ DBA
Mail Statements To:	☒ Suppress Statements ☐ Legal	Electronic Options* ☐ Email ☐ Fax (*Select mail option as backup)

☐ All Electronic Communications (Including ACH Returns):
☐ Same Email as InfoCentral ☐ Preferred Email Address:

AUTHORIZED SIGNER(S) INFORMATION

(1) Authorized Signer Name:		Title:	
SSN:	DOB:	Driver's License #:	
Home Address	City:	ST:	Zip:
(2) Authorized Signer Name:		Title:	
SSN:	DOB:	Driver's License #:	
Home Address:	City:	ST:	Zip:

Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement".

DEBIT / CREDIT AUTHORIZATION

By signing below, Merchant certifies that any verification of business provided is for a business account in good standing and that the business name on the account is the same as the business name on the enclosed Heartland Payment Systems Merchant Application. Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings/GL Account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

Depository Bank Name: US Bank	Phone #: 406.447.5251	
City: Helena	ST: MT	Zip: 59601

CARD	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☒ Checking ☐ Savings	123000848	1-539-1089-3277
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☒ Both	Name as it appears on Account: TREASURER OF CASCADE COUNTY	

	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☐ Checking ☐ Savings		
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☐ Both	Name as it appears on Account:	

ACH	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☒ Checking ☐ Savings	123000848	1-539-1089-3277
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☒ Both	Name as it appears on Account: TREASURER OF CASCADE COUNTY	

	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☐ Checking ☐ Savings		
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☐ Both	Name as it appears on Account:	

AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION

Has your business filed Bankruptcy, had Judgments or Liens within the last 3 years: ☐ **Yes** ☒ **No**

Merchant authorizes Acquirer, reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions which together with this application shall constitute the agreement(s) between the parties. **I further certify that this business or any Owner/Officer/Authorized Signer has never been terminated by any Card Brand.**

X SIGN HERE

(1) Authorized Signer Signature **Print Name & Title** **Date**

X SIGN HERE

(2) Authorized Signer Signature **Print Name & Title** **Date**

THE TERM OF THIS AGREEMENT IS 60 MONTHS

Heartland

Bolletta Merchant Setup Form

Merchant Information			
☒ New Bolletta User Group ☒ Existing Bolletta User Group (Indicate):			
DBA: Cascade County Expo Park (Fair		RM: Kacie Long	
Address: 400 3rd Street NW	City: Great Falls	State: MT	Zip: 59401
Business Phone: 1 (406) 727-8900	Business Email:		
Primary Contact Name: Kelton Foster	Phone: (406)-454-6796	Email: kfoster@cascadecountymt.gov	
Merchant Website/URL: http://www.goexpopark.com/			
☒ Bolletta Notifications:	Name:	Email:	

Product Types (Check all that applies; * Certification Letter is Required)

Bolletta Web	Bolletta Card Present	Bolletta IVR	Bolletta MOTO/ Manual Entry
☒ Payment Portal	☒ Desktop Cashier	☒ Standard	☒ Virtual Terminal
☐ SecurePay* (Hosted by HPS)	☒ Cashier w/XML Screen Pop*	☐ SecurePay IVR*	☒ SecurePay MOTO*
☐ Web Service API* (Not hosted by HPS)		☐ Web Service API*	
☐ QuickPay*			

Partners	Mobile Cashier	SecurePay Data Post:
Partner Name:	OS Version:	Data Post URL:
Billing Software:	Device Model:	Return URL:
Note: Certification Required	Model/Type:	Cancel URL:
		IP Address:

Features (Indicate all fields' merchant needs to capture and/or that are required.)

Example Only	**Bill Type 1 and Bill Type ID are REQUIRED to avoid setup delays.** If accepting multiple Bill Types, complete the field below and/or capture the information requested for each additional Bill Type needed in the Additional Notes section of page 2.
**Required* ☒ *Bill Type*:Water Bill*	☒ Bill Type 1*:
☒ *ID 1*:Billing Account Number*	☒ ID 1*:
☐ *ID 2: Invoice Number*	☒ ID 2:
☐ *ID 3: Order Number*	☐ ID 3:
☐ *ID 4: Invoice Date Number*	☐ ID 4:

☐ Billing First Name	☐ Billing Street Address	☐ Billing State	☐ Billing Phone
☐ Billing Last Name	☐ Billing City	☒ Billing Zip	☐ Email Address

Convenience Fee	Time Zone		Auto Close (Required)
☒ Yes	☐ Alaska	☐ Hawaii	Auto Close Hour: 23:55 (Random Minute Generated)
☐ No	☐ Arizona	☒ Mountain	☐ AM ☒ PM
	☐ Central	☐ Pacific	(Default is 23:55)
	☐ Eastern		

Address Verification System Default for all Non-Match setting is "Decline", if not specified.	Card Security Code (CVV) Option Settings Default for all Non-Match setting is "Decline", if not specified.
☐ Approve all AVS Non-Matches – Both Address & Zip are No Match ☐ Approve Zip Code Match only ☐ Approve all International AVS Responses	☐ Approve all CVV Non-Matches

Merchant expressly acknowledges and agrees that selecting any of the options and/or services listed above may cause transactions submitted hereunder to be subject to higher interchange rates and increases the risk of chargebacks and disputes from the applicable cardholder.

X SIGN HERE

Owner/Officer Signature	Name and Title	Date

Heartland

Bolletta Merchant Setup Form (Continued)

☒ Bolletta MerchantView (Merchants are automatically setup with access.)

User First Name / Last Name	Email Address	User Role
Ex: Joan Smith	*Ex: JSmith@email.com*	*Ex: Group Admin*
Kelton Foster	kfoster@cascadecountymt.gov	Group Admin ----------

IVR (Note: it is required that both scripts below are entered.)

Merchant Customer Service Number:

Welcome Scripts: ☐ Text to Speech ☐ Recorded - Professional Recording Studio Fees Apply.

Provide Welcome Script (Required) – Maximum of 3 Sentences **Ex: Welcome Phrase: "**Thank you for calling the Heartland Utility District's Bill Payment System managed by HPS Billing Services. "

Provide Enter Account Number Script (Required) – Maximum of 3 Sentences **Ex: Enter Account Phrase**: "Please have your current statement available. You will need to know your account number and the amount due. Please enter your account number, located in the upper right corner of your current statement. Please leave out both the dashes and enter all the numbers on either side of dashes. When you're finished, press the pound key."

Additional Features	Payment Portal Features
☐ Tokenization **Only available with the API solution.**	☐ Required Length of Account Number:
☐ Dynamic Descriptor (Certification Required) Short DBA Name Length: ☐ 3 ☐ 7 ☐ 12 Short DBA:	☐ My Account ☐ Add Bill Lookup*** ☐ Multiple Bill Pay**
	Email copy of Receipts to:

****Multiple Bill Pay is supported only for merchants who want multiple Bill Pay utilizing Percentage Convenience or Absorbed Fee. If accepting more than two Bill Payment Types, please provide applicable information in Additional Notes.**

***** SPT will reach out for additional required information.**

If accepting ACH, does Merchant wish to enable Return Notification to Consumers: ☐ Yes ☐ No

If accepting multiple Bill Types, complete fields below.

☒ Bill Type 2*:	☒ Bill Type 3*:
☒ ID 1*:	☒ ID 1*:
☐ ID 2:	☐ ID 2:
☐ ID 3:	☐ ID 3:
☐ ID 4:	☐ ID 4:

Additional Notes

Heartland
Payments

Visa and Mastercard Registration Form

For registration in the Visa and Mastercard merchant programs this form must be completed and submitted to Operational Compliance. A signature is required prior to registration. Merchant chains must complete a separate form for each location. Registration and/or changes to an existing registration may take up to 45 days.

MERCHANT INFORMATION

Cascade County Expo Park (Fairgrounds)	Cascade County	
DBA NAME	**LEGAL NAME**	**MERCHANT ID (If existing Merchant)**
400 3rd Street NW	125 4th Street North #1A	
DBA STREAT ADDRESS	**LEGAL STREET ADDRESS**	**CHAIN NAME**
Great Falls MT 59401	Great Falls MT 59403	
DBA CITY / STATE / ZIP	**LEGAL CITY / STATE / ZIP**	**MCC (If Known)**
Matthew Pfeninger Revenue Account Manager	Matthew Pfeninger Revenue Account Manage	
DBA CONTACT NAME AND TITLE	**LEGAL CONTACT NAME AND TITLE**	**DATE SIGNED WITH HPS**
1 (406) 727-8900 / 1 (406) 452-8955	1 (406)-454-6853 / 1(406) 454-6909	http://www.goexpopark.com/
DBA CONTACT PHONE / FAX NUMBER	**LEGAL CONTACT PHONE / FAX NUMBER**	**WEBSITE ADDRESS**
	mpfeninger@cascadecountymt.gov	
DBA CONTACT EMAIL ADDRESS	**LEGAL CONTACT EMAIL ADDRESS**	**ABP ENABLED:** ☐ Yes ☐ No
NUMBER OF CUSTOMERS		**NEW VISA ACCEPTOR:** ☐ Yes ☐ No

VISA GOVERNMENT AND EDUCATION PROGRAM

TYPES OF PAYMENTS PROCESSED (Check all that apply)

☐	Personal Income:	☐ *Federal*	☐ *State*	☐ *Local*	☒	Other Property Taxes (Specify):
☐	Business Income:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Higher Education, Business or Trade Schools
☐	Payroll/Unemployment Taxes:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Fines
☐	Sales and Use:	☐ *Federal*	☐ *State*	*N/A*	☐	Court Costs
☐	Real Estate Property:	*N/A*	*N/A*	☐ *Local*	☐	Miscellaneous Government Services

SUPPORTED CHANNELS FOR VISA CARD ACCEPTANCE

☒	Face-to-Face	☒	Internet – Website Address Required:	http://www.goexpopark.com/
☒	Phone / IVR	☐	Other – Specify:	

TYPE OF PRODUCTS ACCEPTED (Please Specify)

☒	Visa Debit Cards	Per Item Fee*:	2.95%
☒	Visa Commercial / Credit Service Cards	Per Item Fee*:	2.95%

*Note: This fee can be a flat or variable fee; not both.

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REGISTRATION PROGRAMS (Select one applicable program from the options below)

☐ **MASTERCARD CONSUMER LOAN PROGRAM**

- Merchant must be properly designated as MCC 6012 or 6051(i.e., Financial or Non-Financial Institutions).
- Transaction must be a consumer payment of a mortgage, auto, student loan or credit card payment.
- All Merit 1 interchange rate requirements apply and the special interchange is only applicable to Consumer Signature Debit and Consumer Signature Prepaid Cards.
- Merchant cannot charge the cardholder more than a $4.95 convenience fee.

☐ **VISA GOVERNMENT -TO- GOVERNMENT PROGRAM**

- Merchant must accept Visa as a means of payment regardless of payment channel including but not limited to Face to Face, Mail/Telephone and Online.
- Merchant must be eligible Government Services MCC 9399 or Government Postal Services MCC 9402.
- Merchant must feature the opportunity to pay with Visa at least as prominently as all other payment methods.
- Merchant must comply with all Visa Operating Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on the merchant website.

☒ **VISA GOVERNMENT AND HIGHER EDUCATION PROGRAM**

- Merchant must feature the opportunity to pay with Visa at least as prominently as all other payment methods.
- Merchant must comply with all Visa Operating Regulations including the display of the Visa Logo.
- Merchant must accept Visa as a means of payment in all channels i.e., Face to Face, MOTO, Internet, as applicable.
- Merchant must work through their Acquirer to become registered. Merchant may not charge the fee until approved by Visa.
- Merchant must clearly disclose fees to the Visa Cardholder and meet Cardholder fee requirements. Qualified Visa Consumer Credit, Debit (including Prepaid) and Commercial Products may be charged a variable fee by participants in the program. Convenience Fees must be submitted as a separate transaction to Heartland Payment Systems. Both card present and card not present environments are eligible.

☐ **VISA NEW DEBT REPAYMENT 2**

or

☐ **VISA NEW DEBT REPAYMENT – NO FEES**

VISA NEW DEBT REPAYMENT 2

- Merchant must be properly designated as MCC 6012 or 6051 (i.e. financial or non-financial institutions). Merchants providing debt collection services, any debt that has been charged off and sold to a collection agency, time-barred debt, and payday loans are not eligible.
- Merchant must accept Visa as a means of payment in all channels and NOT accept US issued Visa credit for debt repayment transactions.
- Transaction must qualify as CPS/card not present or CPS/e-commerce.
- Merchant can charge only a convenience fee to Cardholders for Visa transactions.
- Merchant must display signage to reflect the type of cards they accept.
- In the authorization and clearing records of each transaction, the merchant must submit the existing debt and bill pay indicators.
- Merchant must comply with all Visa USA Inc. Operation Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on merchant website.

VISA NEW DEBT REPAYMENT NO FEES

- Merchant must be properly designated as MCC 6012 or 6051 (i.e. financial or non-financial institutions). Merchants providing debt collection services, any debt that has been charged off and sold to a collection agency, time-barred debt, and payday loans are not eligible.
- Merchant must accept Visa as a means of payment in all channels and NOT accept US issued Visa credit for debt repayment transactions.
- Transaction must qualify as CPS/card not present or CPS/e-commerce.
- Merchant does not charge Cardholders fees of any type for Visa transactions.
- Merchant must display signage to reflect the type of cards they accept.
- In the authorization and clearing records of each transaction, the merchant must submit the existing debt and bill pay indicators.
- Merchant must comply with all Visa USA Inc. Operation Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on merchant website.

ACKNOWLEGEMENT

I, the undersigned, hereby affirm that I have accurately represented my business and that it meets all of the qualifications necessary to be registered for the Visa and/or Mastercard Program I have indicated above. I additionally understand that if Visa and/or Mastercard determine that my business is not compliant; the Card Schemes may impose noncompliance assessments and fines for which I will be responsible. Visa/Mastercard reserve the right to modify or discontinue merchant participation as deemed necessary. This document and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature.

Name of the Requestor of Change _____ **Title** _____

☐ Owner ☐ Officer ☐ Authorized Signer ☐ Management Agent*
(*Please provide copy of Management Agreement)

Note: Signer must be the original signer of the HPS Merchant Processing Agreement and/or provide a letter of authorization.

X _____
Owner / Officer / Authorized Signer / Managing Agent Signature

Email _____ **Date** _____

Return Form To: Fax: 866-976-7224 or Email: Compliance@e-hps.com

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Heartland

Unattended Merchant Small Ticket Partner Program Addendum

Please fill in the Merchant information below for program registration. Merchant's signature is required in the Acknowledgement section. If the merchant is a chain, complete a separate form for each location.

COMPANY INFORMATION

Cascade County		406-454-6853	
Merchant Legal Name		**Phone Number**	**Existing Merchant ID**
121 4th Street North #1A	Great Falls	MT	59403
Address	**City**	**State**	**Zip**

MERCHANT CATERGORY CODE (MCC)

Unattended point-of-sale ("POS") devices at the following industries are eligible for participation in the Unattended Merchant Small Ticket Partner Program. Please select your applicable Business Industry below by checking the correct box. Note: MCC 5814 has different interchange rates from the other MCCs.

Business Industry	MCC
☐ Food / Beverage Vending	5814
☐ Specialty / Miscellaneous	5999
☐ Laundry	7211 / 7210
☐ Amusement	7996 / 7993 / 7994 / 7932
☐ Transit (VPP Only)	4111 / 4112 / 4131 / 4784 / 4121
☐ Metered Parking	7523
☐ Air Refill and Car Charging Stations	5532 / 5541 / 7538 / 7534
☐ Car Wash/Vacuum Stations	7542
☐ Newspaper Vending Machines	5192 / 5994
☐ Locker Rental / Luggage Cart Rental (VPP Only)	7394
☐ Pay Toilet	7299

PROGRAM SECTION (Check the box for the applicable program(s) for registration.)

☐ Mastercard Partner Program ("MPP")

- Merchant understands that participation in the MPP applies the following promotional interchange rates to the identified eligible Mastercard Transactions equal to or less than $7.50 accepted with or without magnetic stripe:

Transaction Type	Interchange
Non-Regulated/Exempt Consumer Debit and Prepaid	2.00% + $0.02
Regulated Consumer Debit and Prepaid	2.00% + $0.02

- Merchant certifies that Transactions are accepted via unattended POS devices.
- Merchant agrees to accept all Mastercard Cards including cards with a 2-series BIN.
- Merchant ensures a minimum of 98% acceptance rate for all contactless transactions, including, without limitation, all digital wallets, physical cards, and contactless dual-interface chip cards

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PROGRAM SECTION (Check the box for the applicable program(s) for registration.) **(Continued)**

☐ Visa Partner Program (VPP)

- Merchant understands that participation in the VPP applies the following promotional interchange rates applied to eligible Visa CPS-qualified, consumer Card Transactions.
- Merchant understands that participation in the VPP applies the following promotional interchange rates to the identified eligible transactions:

Card Present MCC = 5814 (Food & Beverage)	
Transaction Type	**Interchange**
Non-Regulated/Exempt Debit and Prepaid	2.00% + $0.02
Regulated Debit and Prepaid	2.00% + $0.02
Credit	2.00% + $0.02

Card Present MCC ≠ 5814 (See Page 1 for eligible MCCs)	
Transaction Type	**Interchange**
Regulated Debit and Prepaid	1.60% + $0.05

Card-Not-Present MCC = 5814 (Food & Beverage)	
Transaction Type	**Interchange**
Non-Regulated/Exempt Debit and Prepaid	1.60% + $0.05
Regulated Debit and Prepaid	1.60% + $0.05
Credit (excl. Signature Preferred + Infinite)	1.60% + $0.05

Card-Not-Present MCC ≠ 5814 (See Page 1 for eligible MCCs)	
Transaction Type	**Interchange**
Non-Regulated/Exempt Debit and Prepaid	1.70% + $0.05
Regulated Debit and Prepaid	1.70% + $0.05
Credit	1.80% + $0.05

- Merchant understands that regulated debit Transactions will be capped at $0.22.
- Merchant understands that non-Visa Transactions with a higher interchange rate than the promotional interchange rate being offered in this programs will be declined at the time of Authorization.
- Merchant certifies that Transactions are accepted via unattended POS devices.
- Merchant acknowledges and agrees that at least 65% of each of the eligible Visa Transactions must be for $5.00 or less and that Merchant's average ticket is equal to or under $5.00 as a requirement to remain in the VPP.
- Merchant can only participate in one Visa program at once. Merchant understands that participation in the VPP supersedes any other Visa program.
- Merchant agrees to accept all Visa-branded Cards.
- Merchant certifies all of its Locations are within the U.S.

ACKNOWLEDGEMENT

By signing below, Merchant affirms that all information contained in this Addendum is true and correct and that Merchant meets the requirements to participate in the programs specified herein. Merchant further understands, acknowledges, and agrees: (a) that the programs contained herein are subject to, and shall be provided in accordance with, the Rules and the Merchant Processing Agreement (the "Agreement") by and between Merchant and Heartland Payment Systems, LLC ("HPS"); (b) that the fees for all services hereunder are due and payable to HPS in accordance with the terms of the Agreement; (c) HPS reserves the right to immediately modify or discontinue Merchant's participation in the programs specified herein without prior notice; and, (d) this form shall not be deemed an amendment to the Agreement, but is a supplement thereto. Capitalized terms used but not defined herein have the meanings ascribed to them in the Agreement.

X

(1) Owner/Officer Signature **Print Name & Title** **Date**

*Signature must be that of the original Owner/Officer that signed the Merchant Processing Agreement.

New Merchants must submit this documentation with the application packet.

Existing Merchants must return this executed form to: Compliance@e-hps.com

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Heartland

GOVERNMENT AND EDUCATION MERCHANT PROCESSING AGREEMENT

☐ Card Only ☐ ACH Only ☒ Dual

HEARTLAND CONTACT INFORMATION

RM: Kacie Long Phone: (208)340-1075 Fax: 866-509-6144

Affiliate/Partner ID : Affiliate Name: Current MID:

COMPANY INFORMATION

Merchant DBA Name: Cascade County Planning DBA Phone#: 1 (406) 454-6905

Address: 121 4th Street North #2H-2I # Locations: 9

City: Great Falls State: MT Zip: 59401

CS Phone #: 1 (406) 454-6905 Fax #: 1 (406) 454-6919

Primary Contact Name: Charity Yonker Phone #:

Authorized to Purchase: ☐ Yes ☐ No

Secondary Contact Name: Destiny Gough Phone #:

Authorized to Purchase: ☐ Yes ☐ No

Email Address: kfoster@cascadecountymt.gov
(Heartland InfoCentral Admin User Email Address)

Email Contact: First Name: Kelton Last Name: Foster

Website Address: https://www.cascadecountymt.gov/departments

Legal Name: Cascade County Federal Tax ID / EIN: 81-6001343
(Please Complete – Must correspond with IRS Filing Name) (Must correspond with Legal Name)

Address: 121 4th Street North #1A Phone #: 406-454-6853

City: Great Falls State: MT Zip: 59403

CARD FEE SCHEDULE

Service Requested	Discount Rate	Discount Per Item	Trans Fee Dial	Trans Fee IP	Annual Volume: $ $1,000,000.0	Average Ticket: $ $85.00
Visa	2.95 %	$	$	$		
MasterCard	2.95 %	$	$	$	☒ Service Fee (Pass Through/Single Transaction)	
Discover/JCB	2.95 %	$	$	$	☐ COST PLUS	
PayPal	2.95 %	$	$	$		
PIN Debit*			$	$	*Plus Applicable Debit Network Fees	
TSYS Authorization			$	$		
American Express	2.95 %	$	$	$	Annual Volume: $ $30,000.00	Average Ticket: $ $85.00
					Note: OptBlue Annual Processing Volume > $1 Million must go Direct	
					☒ OptBlue	
					☒ I opt out of receiving marketing material from American Express	

American Express Merchant #:	American Express Franchise Name:	Franchise CAP #:

RECURRING FEES

Chargeback Fee: $25	Bolletta Fee: $0	Voice Auth Fee: $0.65	SRM Fee: $8.50

INTERCHANGE QUALIFICATION	CARD ACCEPTANCE	DEPOSIT METHOD	SETTLEMENT
☒ MOTO/Internet ☒ Retail ☒ Small Ticket	☒ All Cards Accepted	☒ Standard	☐ Monthly ☐ Daily Net ☐ Daily Split

SALES METHOD				CARD PROCESSING METHOD	
On Premise Face to Face Sales	50%	Mail Order Sales	%	Card Swipe	50 %
Off Premise Face to Face Sales	%	Real-Time Internet	50%	Keyed / Card Not Present	50 %
Inbound Telephone Order Sales	%	Internet (keyed)	%		**Total = 100%**
Outbound Telephone Order Sales	%	Recurring Billing	%		
			Total = 100%		

What percentage of your Bankcard volume is future delivery 0 %

ACH FEE SCHEDULE

Enable ACH Account Verification: ☒ Yes ☐ No

Fee Type	Dollar	Percentage
☐ Transaction Fee	$	%
■ Service Fee	$ 3.00	%
☒ Return Item Fee	$5.00	
☐ Re-presentment Fee*	$2.00	

*Re-presentment (Limitation of 2 per NACHA guidelines)

Please provide the expected ACH data below.

Annual ACH Volume	$ $105,000.00
Average ACH Ticket Amount	$ $100.00
Average Number of ACH Transaction per Month	88
High ACH Ticket Amount	$ $10,000.00
High Ticket Frequency	Quarterly
Max ACH Limit	$ $25,000.00

Note: For High Ticket Transactions, an additional 15bp will be assessed on the amount above $10,000.

ACH PROCESSING METHOD

Note: Must equal 100%	Single ACH Debit	Recurring ACH Debit	Credit
CCD (Corporate Credit or Debit)	%	%	%
PPD (Prearranged Payment and Deposit)	%	%	%
TEL (Telephone)	%		
WEB	100 %	%	%

☒ **ACH Debit** (PPD/CCD/WEB)

☐ **ACH Conversion** – Certification Required (BOC/ARC/POP)

☒ **ACH TEL** (IVR / Other TEL Entry Types*)

Vendor: ☒ Heartland ☐ Third Party:

*Merchant can accept ACH payments via Cashier/Virtual terminal; however, call must be recorded and be available as proof of authorization.

Terminal Type:

Check Reader/Imager:

Virtual Terminal:

Number of Terminals:

ACH DESCRIPTOR

Phone number as it will appear on customer statements: 1 (406) 454-6832

Company name as it will appear on customer bank statements (Max 16 Characters): Cascade County Sheriff's Office

AUTHORIZATION METHOD (Not applicable to ACH Conversion)

Which authorization procedure does Merchant utilize to confirm customers consent to an ACH Debit:

☒ **Signed written authorization from customer (Does not apply to Web)**

☐ Heartland provides Authorization Form Template
☐ Merchant created Authorization Form

☒ **Web Authorization (Applies to Web only)**

☐ Customer provides electronic signature ☐ Customer logs in a username and password

☒ **Recorded Verbal Authorization (Tel Only)**

☐ Heartland provided script ☐ Merchant created script

If utilizing Recorded Verbal Authorization; check one of the following:

☐ Hosted secure IVR (Automated or Live Agent) recording services offered by Heartland
☐ Merchant has existing recording service to capture verbal customer authorizations

How are recordings stored:

☐ Via website URL:

☐ Via phone: #:

REQUIRED: When Merchant utilizes their own Authorization Script this must be submitted with ACH Application.

MERCHANT DETAIL

Type of Business: ☒ Public ☐ Private	Date Business Started:	**Business is Conducted: 100% Consumer**
Type of Ownership: ☐ Corporation ☒ Government ☐ Municipalities		Are web based sales processed by HPS: Yes

What Products and / or services do you provide: Administration and enforcement of the County's Subdivision Regulations, Zoning R

Is there a peak week / date in the month for processing recurring transactions: (i.e., 1st and 15th):

Define your Refund Policy: duplicate transaction

PCI Compliance

Is your business PCI Compliant: ■ Yes ☐ No

Does your company utilize a Data Storage Entity or Merchant Servicer that has access to card member data (i.e., Payment gateway or data warehouse, etc.): ☐ **Yes** ☒ **No**

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized:

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Heartland when it changes its point of sale software, system, application or vendor: ☒ Yes ☐ No ☐ N/A

Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office): ☐ Yes ☐ No ☒ N/A

Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized: ☐ Yes ☐ No ☒ N/A

The signing merchant listed below has experienced an account data compromise.*:
☐ Yes ☐ No ☒ N/A ☐ I have never accepted payment cards.)

If yes, what was the date of the compromise:_____ Copy of the completed Forensic Investigation is required with the Application.

The signing merchant listed below is storing Sensitive Authentication Data** (even if encrypted) after the transaction has been authorized: ☐ Yes ☐ No ☒ N/A ☐ I have never accepted payment cards.)

Merchant utilizes an EMV enabled terminal: ☒ Yes ☐ No ☐ N/A

*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.
**Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Heartlands request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.

STATEMENT OPTIONS		DISPUTE LETTERS
Statement Type:	☒ Standard	Mail Options: ☐ Legal ☐ DBA
Mail Statements To:	☒ Suppress Statements ☐ Legal	Electronic Options* ☐ Email ☐ Fax (*Select mail option as backup)

☐ All Electronic Communications (Including ACH Returns):
☐ Same Email as InfoCentral ☐ Preferred Email Address:

AUTHORIZED SIGNER(S) INFORMATION

(1) Authorized Signer Name:		Title:	
SSN:	DOB:	Driver's License #:	
Home Address	City:	ST:	Zip:
(2) Authorized Signer Name:		Title:	
SSN:	DOB:	Driver's License #:	
Home Address:	City:	ST:	Zip:

Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement".

DEBIT / CREDIT AUTHORIZATION

By signing below, Merchant certifies that any verification of business provided is for a business account in good standing and that the business name on the account is the same as the business name on the enclosed Heartland Payment Systems Merchant Application. Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings/GL Account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

Depository Bank Name: US Bank	Phone #: 406.447.5251	
City: Helena	ST: MT	Zip: 59601

CARD	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☒ Checking ☐ Savings	123000848	1-539-1089-3277
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☒ Both	Name as it appears on Account: : TREASURER OF CASCADE COUNTY	

	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☐ Checking ☐ Savings		
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☐ Both	Name as it appears on Account:	

ACH	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☒ Checking ☐ Savings	123000848	1-539-1089-3277
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☒ Both	Name as it appears on Account: : TREASURER OF CASCADE COUNTY	

	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☐ Checking ☐ Savings		
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☐ Both	Name as it appears on Account:	

AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION

Has your business filed Bankruptcy, had Judgments or Liens within the last 3 years: ☐ Yes ☒ No

Merchant authorizes Acquirer, reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions which together with this application shall constitute the agreement(s) between the parties. **I further certify that this business or any Owner/Officer/Authorized Signer has never been terminated by any Card Brand.**

X SIGN HERE

(1) Authorized Signer Signature **Print Name & Title** **Date**

X SIGN HERE

(2) Authorized Signer Signature **Print Name & Title** **Date**

THE TERM OF THIS AGREEMENT IS 60 MONTHS

Heartland

Bolletta Merchant Setup Form

Merchant Information			
☒ New Bolletta User Group ☒ Existing Bolletta User Group (Indicate):			
DBA: Cascade County Planning		RM: Kacie Long	
Address: 121 4th Street North #2H-2I	City: Great Falls	State: MT	Zip: 59401
Business Phone: 1 (406) 454-6905	Business Email:		
Primary Contact Name: Kelton Foster	Phone: (406)-454-6796	Email: kfoster@cascadecountymt.gov	
Merchant Website/URL: https://www.cascadecountymt.go			
☒ Bolletta Notifications:	Name:	Email:	

Product Types (Check all that applies; * Certification Letter is Required)

Bolletta Web	Bolletta Card Present	Bolletta IVR	Bolletta MOTO/ Manual Entry
☒ Payment Portal ☐ SecurePay* (Hosted by HPS) ☐ Web Service API* (Not hosted by HPS) ☐ QuickPay*	☒ Desktop Cashier ☒ Cashier w/XML Screen Pop*	☒ Standard ☐ SecurePay IVR* ☐ Web Service API*	☒ Virtual Terminal ☒ SecurePay MOTO*

Partners	Mobile Cashier	SecurePay Data Post:
Partner Name:	OS Version:	Data Post URL:
Billing Software:	Device Model:	Return URL:
Note: Certification Required	Model/Type:	Cancel URL:
		IP Address:

Features (Indicate all fields' merchant needs to capture and/or that are required.)

Example Only	**Bill Type 1 and Bill Type ID are REQUIRED to avoid setup delays.** If accepting multiple Bill Types, complete the field below and/or capture the information requested for each additional Bill Type needed in the Additional Notes section of page 2.
**Required* ☒ *Bill Type*:Water Bill*	☒ Bill Type 1*:
☒ *ID 1*:Billing Account Number*	☒ ID 1*:
☐ *ID 2: Invoice Number*	☒ ID 2:
☐ *ID 3: Order Number*	☐ ID 3:
☐ *ID 4: Invoice Date Number*	☐ ID 4:

☐ Billing First Name	☐ Billing Street Address	☐ Billing State	☐ Billing Phone
☐ Billing Last Name	☐ Billing City	☒ Billing Zip	☐ Email Address

Convenience Fee	**Time Zone**		**Auto Close (Required)**
☒ Yes ☐ No	☐ Alaska ☐ Arizona ☐ Central ☐ Eastern	☐ Hawaii ☒ Mountain ☐ Pacific	Auto Close Hour: 23:55 (Random Minute Generated) ☐ AM ☒ PM (Default is 23:55)

Address Verification System Default for all Non-Match setting is "Decline", if not specified.	**Card Security Code (CVV) Option Settings** Default for all Non-Match setting is "Decline", if not specified.
☐ Approve all AVS Non-Matches – Both Address & Zip are No Match ☐ Approve Zip Code Match only ☐ Approve all International AVS Responses	☐ Approve all CVV Non-Matches

Merchant expressly acknowledges and agrees that selecting any of the options and/or services listed above may cause transactions submitted hereunder to be subject to higher interchange rates and increases the risk of chargebacks and disputes from the applicable cardholder.

X SIGN HERE

Owner/Officer Signature	**Name and Title**	**Date**

Heartland

Bolletta Merchant Setup Form (Continued)

☒ Bolletta MerchantView (Merchants are automatically setup with access.)

User First Name / Last Name	Email Address	User Role
Ex: Joan Smith	*Ex: JSmith@email.com*	*Ex: Group Admin*
Kelton Foster	kfoster@cascadecountymt.gov	Group Admin ----------

IVR (Note: it is required that both scripts below are entered.)

Merchant Customer Service Number:

Welcome Scripts: ☐ Text to Speech ☐ Recorded - Professional Recording Studio Fees Apply.

Provide Welcome Script (Required) – Maximum of 3 Sentences **Ex: Welcome Phrase: "**Thank you for calling the Heartland Utility District's Bill Payment System managed by HPS Billing Services. "

Provide Enter Account Number Script (Required) – Maximum of 3 Sentences **Ex: Enter Account Phrase**: "Please have your current statement available. You will need to know your account number and the amount due. Please enter your account number, located in the upper right corner of your current statement. Please leave out both the dashes and enter all the numbers on either side of dashes. When you're finished, press the pound key."

Additional Features	Payment Portal Features
☐ Tokenization **Only available with the API solution.**	☐ Required Length of Account Number:
☐ Dynamic Descriptor (Certification Required) Short DBA Name Length: ☐ 3 ☐ 7 ☐ 12 Short DBA:	☐ My Account ☐ Add Bill Lookup*** ☐ Multiple Bill Pay**
	Email copy of Receipts to:

****Multiple Bill Pay is supported only for merchants who want multiple Bill Pay utilizing Percentage Convenience or Absorbed Fee. If accepting more than two Bill Payment Types, please provide applicable information in Additional Notes.**

***** SPT will reach out for additional required information.**

If accepting ACH, does Merchant wish to enable Return Notification to Consumers: ☐ Yes ☐ No

If accepting multiple Bill Types, complete fields below.

☒ Bill Type 2*:	☒ Bill Type 3*:
☒ ID 1*:	☒ ID 1*:
☐ ID 2:	☐ ID 2:
☐ ID 3:	☐ ID 3:
☐ ID 4:	☐ ID 4:

Additional Notes

Heartland
Payments

Visa and Mastercard Registration Form

For registration in the Visa and Mastercard merchant programs this form must be completed and submitted to Operational Compliance. A signature is required prior to registration. Merchant chains must complete a separate form for each location. Registration and/or changes to an existing registration may take up to 45 days.

MERCHANT INFORMATION

Cascade County Planning	Cascade County	
DBA NAME	**LEGAL NAME**	**MERCHANT ID (If existing Merchant)**
121 4th Street North #2H-2I	126 4th Street North #1A	
DBA STREAT ADDRESS	**LEGAL STREET ADDRESS**	**CHAIN NAME**
Great Falls MT 59401	Great Falls MT 59403	
DBA CITY / STATE / ZIP	**LEGAL CITY / STATE / ZIP**	**MCC (If Known)**
Matthew Pfeninger Revenue Account Manager	Matthew Pfeninger Revenue Account Manage	
DBA CONTACT NAME AND TITLE	**LEGAL CONTACT NAME AND TITLE**	**DATE SIGNED WITH HPS**
1 (406) 454-6905 / 1 (406) 454-6919	1 (406)-454-6853 / 1(406) 454-6909	https://www.cascadecountymt.gov/departme
DBA CONTACT PHONE / FAX NUMBER	**LEGAL CONTACT PHONE / FAX NUMBER**	**WEBSITE ADDRESS**
	mpfeninger@cascadecountymt.gov	
DBA CONTACT EMAIL ADDRESS	**LEGAL CONTACT EMAIL ADDRESS**	**ABP ENABLED:** ☐ Yes ☐ No
NUMBER OF CUSTOMERS		**NEW VISA ACCEPTOR:** ☐ Yes ☐ No

VISA GOVERNMENT AND EDUCATION PROGRAM

TYPES OF PAYMENTS PROCESSED (Check all that apply)

☐	Personal Income:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Other Property Taxes (Specify):
☐	Business Income:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Higher Education, Business or Trade Schools
☐	Payroll/Unemployment Taxes:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Fines
☐	Sales and Use:	☐ *Federal*	☐ *State*	*N/A*	☐	Court Costs
☐	Real Estate Property:	*N/A*	*N/A*	☐ *Local*	☑	Miscellaneous Government Services

SUPPORTED CHANNELS FOR VISA CARD ACCEPTANCE

☒	Face-to-Face	☒	Internet – Website Address Required:	https://www.cascadecountymt.gov/departments/public-works/
☒	Phone / IVR	☐	Other – Specify:	

TYPE OF PRODUCTS ACCEPTED (Please Specify)

☒	Visa Debit Cards	Per Item Fee*:	2.95%
☒	Visa Commercial / Credit Service Cards	Per Item Fee*:	2.95%

*Note: This fee can be a flat or variable fee; not both.

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REGISTRATION PROGRAMS (Select one applicable program from the options below)

☐ **MASTERCARD CONSUMER LOAN PROGRAM**

- Merchant must be properly designated as MCC 6012 or 6051(i.e., Financial or Non-Financial Institutions).
- Transaction must be a consumer payment of a mortgage, auto, student loan or credit card payment.
- All Merit 1 interchange rate requirements apply and the special interchange is only applicable to Consumer Signature Debit and Consumer Signature Prepaid Cards.
- Merchant cannot charge the cardholder more than a $4.95 convenience fee.

☐ **VISA GOVERNMENT -TO- GOVERNMENT PROGRAM**

- Merchant must accept Visa as a means of payment regardless of payment channel including but not limited to Face to Face, Mail/Telephone and Online.
- Merchant must be eligible Government Services MCC 9399 or Government Postal Services MCC 9402.
- Merchant must feature the opportunity to pay with Visa at least as prominently as all other payment methods.
- Merchant must comply with all Visa Operating Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on the merchant website.

☒ **VISA GOVERNMENT AND HIGHER EDUCATION PROGRAM**

- Merchant must feature the opportunity to pay with Visa at least as prominently as all other payment methods.
- Merchant must comply with all Visa Operating Regulations including the display of the Visa Logo.
- Merchant must accept Visa as a means of payment in all channels i.e., Face to Face, MOTO, Internet, as applicable.
- Merchant must work through their Acquirer to become registered. Merchant may not charge the fee until approved by Visa.
- Merchant must clearly disclose fees to the Visa Cardholder and meet Cardholder fee requirements. Qualified Visa Consumer Credit, Debit (including Prepaid) and Commercial Products may be charged a variable fee by participants in the program. Convenience Fees must be submitted as a separate transaction to Heartland Payment Systems. Both card present and card not present environments are eligible.

☐ **VISA NEW DEBT REPAYMENT 2**

or

☐ **VISA NEW DEBT REPAYMENT – NO FEES**

VISA NEW DEBT REPAYMENT 2

- Merchant must be properly designated as MCC 6012 or 6051 (i.e. financial or non-financial institutions). Merchants providing debt collection services, any debt that has been charged off and sold to a collection agency, time-barred debt, and payday loans are not eligible.
- Merchant must accept Visa as a means of payment in all channels and NOT accept US issued Visa credit for debt repayment transactions.
- Transaction must qualify as CPS/card not present or CPS/e-commerce.
- Merchant can charge only a convenience fee to Cardholders for Visa transactions.
- Merchant must display signage to reflect the type of cards they accept.
- In the authorization and clearing records of each transaction, the merchant must submit the existing debt and bill pay indicators.
- Merchant must comply with all Visa USA Inc. Operation Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on merchant website.

VISA NEW DEBT REPAYMENT NO FEES

- Merchant must be properly designated as MCC 6012 or 6051 (i.e. financial or non-financial institutions). Merchants providing debt collection services, any debt that has been charged off and sold to a collection agency, time-barred debt, and payday loans are not eligible.
- Merchant must accept Visa as a means of payment in all channels and NOT accept US issued Visa credit for debt repayment transactions.
- Transaction must qualify as CPS/card not present or CPS/e-commerce.
- Merchant does not charge Cardholders fees of any type for Visa transactions.
- Merchant must display signage to reflect the type of cards they accept.
- In the authorization and clearing records of each transaction, the merchant must submit the existing debt and bill pay indicators.
- Merchant must comply with all Visa USA Inc. Operation Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on merchant website.

ACKNOWLEGEMENT

I, the undersigned, hereby affirm that I have accurately represented my business and that it meets all of the qualifications necessary to be registered for the Visa and/or Mastercard Program I have indicated above. I additionally understand that if Visa and/or Mastercard determine that my business is not compliant; the Card Schemes may impose noncompliance assessments and fines for which I will be responsible. Visa/Mastercard reserve the right to modify or discontinue merchant participation as deemed necessary. This document and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature.

Name of the Requestor of Change _____ **Title** _____

☐ Owner ☐ Officer ☐ Authorized Signer ☐ Management Agent*
(*Please provide copy of Management Agreement)

Note: Signer must be the original signer of the HPS Merchant Processing Agreement and/or provide a letter of authorization.

X _____ SIGN HERE

Owner / Officer / Authorized Signer / Managing Agent Signature

Email _____ **Date** _____

Return Form To: Fax: 866-976-7224 or Email: Compliance@e-hps.com

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Heartland

GOVERNMENT AND EDUCATION MERCHANT PROCESSING AGREEMENT

☐ Card Only ☐ ACH Only ☒ Dual

HEARTLAND CONTACT INFORMATION

RM: Kacie Long Phone: (208)340-1075 Fax: 866-509-6144

Affiliate/Partner ID : Affiliate Name: Current MID:

COMPANY INFORMATION

Merchant DBA Name: Cascade County Public Works DBA Phone#: 1 (406) 454-6920

Address: 279 Vaughn South Frontage Road # Locations: 9

City: Great Falls State: MT Zip: 59404

CS Phone #: 1 (406) 454-6920 Fax #: 1 (406) 454-6922

Primary Contact Name: Gayle Fellows Phone #:

Authorized to Purchase: ☐ Yes ☐ No

Secondary Contact Name: Jennifer Snell Phone #:

Authorized to Purchase: ☐ Yes ☐ No

Email Address: kfoster@cascadecountymt.gov
(Heartland InfoCentral Admin User Email Address)

Email Contact: First Name: Kelton Last Name: Foster

Website Address: https://www.cascadecountymt.gov/departments

Legal Name: Cascade County Federal Tax ID / EIN: 81-6001343
(Please Complete – Must correspond with IRS Filing Name) (Must correspond with Legal Name)

Address: 121 4th Street North #1A Phone #: 406-454-6853

City: Great Falls State: MT Zip: 59403

CARD FEE SCHEDULE

Service Requested	Discount Rate	Discount Per Item	Trans Fee Dial	Trans Fee IP	Annual Volume: $ $1,000,000.0	Average Ticket: $ $85.00
Visa	2.95 %	$	$	$		
MasterCard	2.95 %	$	$	$	☒ Service Fee (Pass Through/Single Transaction)	
Discover/JCB	2.95 %	$	$	$	☐ COST PLUS	
PayPal	2.95 %	$	$	$		
PIN Debit*			$	$	*Plus Applicable Debit Network Fees	
TSYS Authorization			$	$		
American Express	2.95 %	$	$	$	**Annual Volume:** $ $30,000.00	**Average Ticket:** $ $85.00
					Note: OptBlue Annual Processing Volume > $1 Million must go Direct	
					☒ OptBlue ☒ I opt out of receiving marketing material from American Express	

American Express Merchant #:	American Express Franchise Name:	Franchise CAP #:

RECURRING FEES

Chargeback Fee:	$25	Bolletta Fee:	$0	Voice Auth Fee:	$0.65	SRM Fee:	$8.50

INTERCHANGE QUALIFICATION	CARD ACCEPTANCE	DEPOSIT METHOD	SETTLEMENT
☒ MOTO/Internet ☒ Retail ☒ Small Ticket	☒ All Cards Accepted	☒ Standard	☐ Monthly ☐ Daily Net ☐ Daily Split

SALES METHOD				CARD PROCESSING METHOD	
On Premise Face to Face Sales	50%	Mail Order Sales	%	Card Swipe	50 %
Off Premise Face to Face Sales	%	Real-Time Internet	50%	Keyed / Card Not Present	50 %
Inbound Telephone Order Sales	%	Internet (keyed)	%		**Total = 100%**
Outbound Telephone Order Sales	%	Recurring Billing	%		
			Total = 100%		

What percentage of your Bankcard volume is future delivery 0 %

ACH FEE SCHEDULE

Enable ACH Account Verification: ☒Yes ☐No

Fee Type	Dollar	Percentage
☐ Transaction Fee	$	%
■ Service Fee	$ 3.00	%
☒ Return Item Fee	$5.00	
☐ Re-presentment Fee*	$2.00	

*Re-presentment (Limitation of 2 per NACHA guidelines)

Please provide the expected ACH data below.

Annual ACH Volume	$ $300,000.00
Average ACH Ticket Amount	$ $85.00
Average Number of ACH Transaction per Month	294
High ACH Ticket Amount	$ $10,000.00
High Ticket Frequency	Quarterly
Max ACH Limit	$ $25,000.00

Note: For High Ticket Transactions, an additional 15bp will be assessed on the amount above $10,000.

ACH PROCESSING METHOD

Note: Must equal 100%	Single ACH Debit	Recurring ACH Debit	Credit
CCD (Corporate Credit or Debit)	%	%	%
PPD (Prearranged Payment and Deposit)	%	%	%
TEL (Telephone)	%		
WEB	100 %	%	%

☒ **ACH Debit** (PPD/CCD/WEB)

☐ **ACH Conversion** – Certification Required (BOC/ARC/POP)

☒ **ACH TEL** (IVR / Other TEL Entry Types*)

Vendor: ☒ Heartland ☐ Third Party:

*Merchant can accept ACH payments via Cashier/Virtual terminal; however, call must be recorded and be available as proof of authorization.

Terminal Type:

Check Reader/Imager:

Virtual Terminal:

Number of Terminals:

ACH DESCRIPTOR

Phone number as it will appear on customer statements: 1 (406) 454-6920

Company name as it will appear on customer bank statements (Max 16 Characters): Cascade County Public Works

AUTHORIZATION METHOD (Not applicable to ACH Conversion)

Which authorization procedure does Merchant utilize to confirm customers consent to an ACH Debit:

☒ **Signed written authorization from customer (Does not apply to Web)**

☐ Heartland provides Authorization Form Template
☐ Merchant created Authorization Form

☒ **Web Authorization (Applies to Web only)**

☐ Customer provides electronic signature ☐ Customer logs in a username and password

☒ **Recorded Verbal Authorization (Tel Only)**

☐ Heartland provided script ☐ Merchant created script

If utilizing Recorded Verbal Authorization; check one of the following:

☐ Hosted secure IVR (Automated or Live Agent) recording services offered by Heartland
☐ Merchant has existing recording service to capture verbal customer authorizations

How are recordings stored:

☐ Via website URL:

☐ Via phone: #:

REQUIRED: When Merchant utilizes their own Authorization Script this must be submitted with ACH Application.

MERCHANT DETAIL		
Type of Business: ☒ Public ☐ Private	Date Business Started:	**Business is Conducted: 100% Consumer**
Type of Ownership: ☐ Corporation ☒ Government ☐ Municipalities		Are web based sales processed by HPS: Yes
What Products and / or services do you provide: Building Maintenance, Expo Park Maintenance, Fleet Maintenance, Radio Telecom		
Is there a peak week / date in the month for processing recurring transactions: (i.e., 1st and 15th):		
Define your Refund Policy: duplicate transaction		

PCI Compliance

Is your business PCI Compliant: ■ Yes ☐ No

Does your company utilize a Data Storage Entity or Merchant Servicer that has access to card member data (i.e., Payment gateway or data warehouse, etc.): ☐ **Yes** ☒ **No**

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized:

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Heartland when it changes its point of sale software, system, application or vendor: ☒ Yes ☐ No ☐ N/A

Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office): ☐ Yes ☐ No ☒ N/A

Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized: ☐ Yes ☐ No ☒ N/A

The signing merchant listed below has experienced an account data compromise.*:
☐ Yes ☐ No ☒ N/A ☐ I have never accepted payment cards.)

If yes, what was the date of the compromise:_____ Copy of the completed Forensic Investigation is required with the Application.

The signing merchant listed below is storing Sensitive Authentication Data** (even if encrypted) after the transaction has been authorized: ☐ Yes ☐ No ☒ N/A ☐ I have never accepted payment cards.)

Merchant utilizes an EMV enabled terminal: ☒ Yes ☐ No ☐ N/A

*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.
**Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Heartlands request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.

STATEMENT OPTIONS		DISPUTE LETTERS
Statement Type:	☒ Standard	Mail Options: ☐ Legal ☐ DBA
Mail Statements To:	☒ Suppress Statements ☐ Legal	Electronic Options* ☐ Email ☐ Fax (*Select mail option as backup)
☐ All Electronic Communications (Including ACH Returns): ☐ Same Email as InfoCentral ☐ Preferred Email Address:		

AUTHORIZED SIGNER(S) INFORMATION

(1) Authorized Signer Name:		Title:	
SSN:	DOB:	Driver's License #:	
Home Address	City:	ST:	Zip:
(2) Authorized Signer Name:		Title:	
SSN:	DOB:	Driver's License #:	
Home Address:	City:	ST:	Zip:

Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement".

DEBIT / CREDIT AUTHORIZATION

By signing below, Merchant certifies that any verification of business provided is for a business account in good standing and that the business name on the account is the same as the business name on the enclosed Heartland Payment Systems Merchant Application. Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings/GL Account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

Depository Bank Name: US Bank	Phone #: 406.447.5251	
City: Helena	ST: MT	Zip: 59601

CARD	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☒ Checking ☐ Savings	123000848	1-539-1089-3277
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☒ Both	Name as it appears on Account: TREASURER OF CASCADE COUNTY	

	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☐ Checking ☐ Savings		
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☐ Both	Name as it appears on Account:	

ACH	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☒ Checking ☐ Savings	123000848	1-539-1089-3277
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☒ Both	Name as it appears on Account: TREASURER OF CASCADE COUNTY	

	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☐ Checking ☐ Savings		
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☐ Both	Name as it appears on Account:	

AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION

Has your business filed Bankruptcy, had Judgments or Liens within the last 3 years: ☐ Yes ☒ No

Merchant authorizes Acquirer, reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions which together with this application shall constitute the agreement(s) between the parties. **I further certify that this business or any Owner/Officer/Authorized Signer has never been terminated by any Card Brand.**

X SIGN HERE

(1) Authorized Signer Signature **Print Name & Title** **Date**

X SIGN HERE

(2) Authorized Signer Signature **Print Name & Title** **Date**

THE TERM OF THIS AGREEMENT IS 60 MONTHS

Heartland

Bolletta Merchant Setup Form

Merchant Information			
☒ New Bolletta User Group ☒ Existing Bolletta User Group (Indicate):			
DBA: Cascade County Public Works		RM: Kacie Long	
Address: 279 Vaughn South Frontage Road	City: Great Falls	State: MT	Zip: 59404
Business Phone: 1 (406) 454-6920	Business Email:		
Primary Contact Name: Kelton Foster	Phone: (406)-454-6796	Email: kfoster@cascadecountymt.gov	
Merchant Website/URL: https://www.cascadecountymt.go			
☒ Bolletta Notifications:	Name:	Email:	

Product Types (Check all that applies; * Certification Letter is Required)

Bolletta Web	Bolletta Card Present	Bolletta IVR	Bolletta MOTO/ Manual Entry
☒ Payment Portal	☒ Desktop Cashier	☒ Standard	☒ Virtual Terminal
☐ SecurePay* (Hosted by HPS)	☒ Cashier w/XML Screen Pop*	☐ SecurePay IVR*	☒ SecurePay MOTO*
☐ Web Service API* (Not hosted by HPS)		☐ Web Service API*	
☐ QuickPay*			

Partners	Mobile Cashier	SecurePay Data Post:
Partner Name:	OS Version:	Data Post URL:
Billing Software:	Device Model:	Return URL:
Note: Certification Required	Model/Type:	Cancel URL:
		IP Address:

Features (Indicate all fields' merchant needs to capture and/or that are required.)

Example Only	**Bill Type 1 and Bill Type ID are REQUIRED to avoid setup delays.** If accepting multiple Bill Types, complete the field below and/or capture the information requested for each additional Bill Type needed in the Additional Notes section of page 2.
**Required* ☒ *Bill Type*:Water Bill*	☒ Bill Type 1*:
☒ *ID 1*:Billing Account Number*	☒ ID 1*:
☐ *ID 2: Invoice Number*	☒ ID 2:
☐ *ID 3: Order Number*	☐ ID 3:
☐ *ID 4: Invoice Date Number*	☐ ID 4:

☐ Billing First Name	☐ Billing Street Address	☐ Billing State	☐ Billing Phone
☐ Billing Last Name	☐ Billing City	☒ Billing Zip	☐ Email Address

Convenience Fee	Time Zone		Auto Close (Required)
☒ Yes	☐ Alaska	☐ Hawaii	Auto Close Hour: 23:55 (Random Minute Generated)
☐ No	☐ Arizona	☒ Mountain	☐ AM ☒ PM
	☐ Central	☐ Pacific	(Default is 23:55)
	☐ Eastern		

Address Verification System Default for all Non-Match setting is "Decline", if not specified.	**Card Security Code (CVV) Option Settings** Default for all Non-Match setting is "Decline", if not specified.
☐ Approve all AVS Non-Matches – Both Address & Zip are No Match ☐ Approve Zip Code Match only ☐ Approve all International AVS Responses	☐ Approve all CVV Non-Matches

Merchant expressly acknowledges and agrees that selecting any of the options and/or services listed above may cause transactions submitted hereunder to be subject to higher interchange rates and increases the risk of chargebacks and disputes from the applicable cardholder.

X SIGN HERE

Owner/Officer Signature	Name and Title	Date

Heartland

Bolletta Merchant Setup Form (Continued)

☒ Bolletta MerchantView (Merchants are automatically setup with access.)

User First Name / Last Name	Email Address	User Role
Ex: Joan Smith	*Ex: JSmith@email.com*	*Ex: Group Admin*
Kelton Foster	kfoster@cascadecountymt.gov	Group Admin ----------

IVR (Note: it is required that both scripts below are entered.)

Merchant Customer Service Number:

Welcome Scripts: ☐ Text to Speech ☐ Recorded - Professional Recording Studio Fees Apply.

Provide Welcome Script (Required) – Maximum of 3 Sentences **Ex: Welcome Phrase: "**Thank you for calling the Heartland Utility District's Bill Payment System managed by HPS Billing Services. "

Provide Enter Account Number Script (Required) – Maximum of 3 Sentences **Ex: Enter Account Phrase**: "Please have your current statement available. You will need to know your account number and the amount due. Please enter your account number, located in the upper right corner of your current statement. Please leave out both the dashes and enter all the numbers on either side of dashes. When you're finished, press the pound key."

Additional Features	Payment Portal Features
☐ Tokenization **Only available with the API solution.**	☐ Required Length of Account Number:
☐ Dynamic Descriptor (Certification Required) Short DBA Name Length: ☐ 3 ☐ 7 ☐ 12 Short DBA:	☐ My Account ☐ Add Bill Lookup*** ☐ Multiple Bill Pay**
	Email copy of Receipts to:

****Multiple Bill Pay is supported only for merchants who want multiple Bill Pay utilizing Percentage Convenience or Absorbed Fee. If accepting more than two Bill Payment Types, please provide applicable information in Additional Notes.**

***** SPT will reach out for additional required information.**

If accepting ACH, does Merchant wish to enable Return Notification to Consumers: ☐ Yes ☐ No

If accepting multiple Bill Types, complete fields below.

☒ Bill Type 2*:	☒ Bill Type 3*:
☒ ID 1*:	☒ ID 1*:
☐ ID 2:	☐ ID 2:
☐ ID 3:	☐ ID 3:
☐ ID 4:	☐ ID 4:

Additional Notes

Heartland
Payments

Visa and Mastercard Registration Form

For registration in the Visa and Mastercard merchant programs this form must be completed and submitted to Operational Compliance. A signature is required prior to registration. Merchant chains must complete a separate form for each location. Registration and/or changes to an existing registration may take up to 45 days.

MERCHANT INFORMATION

Cascade County Public Works	Cascade County	
DBA NAME	**LEGAL NAME**	**MERCHANT ID (If existing Merchant)**
279 Vaughn South Frontage Road	127 4th Street North #1A	
DBA STREAT ADDRESS	**LEGAL STREET ADDRESS**	**CHAIN NAME**
Great Falls MT 59404	Great Falls MT 59403	
DBA CITY / STATE / ZIP	**LEGAL CITY / STATE / ZIP**	**MCC (If Known)**
Matthew Pfeninger Revenue Account Manager	Matthew Pfeninger Revenue Account Manage	
DBA CONTACT NAME AND TITLE	**LEGAL CONTACT NAME AND TITLE**	**DATE SIGNED WITH HPS**
1 (406) 454-6920 / 1 (406) 454-6922	1 (406)-454-6853 / 1(406) 454-6909	https://www.cascadecountymt.gov/departme
DBA CONTACT PHONE / FAX NUMBER	**LEGAL CONTACT PHONE / FAX NUMBER**	**WEBSITE ADDRESS**
	mpfeninger@cascadecountymt.gov	
DBA CONTACT EMAIL ADDRESS	**LEGAL CONTACT EMAIL ADDRESS**	**ABP ENABLED:** ☐ Yes ☐ No
NUMBER OF CUSTOMERS		**NEW VISA ACCEPTOR:** ☐ Yes ☐ No

VISA GOVERNMENT AND EDUCATION PROGRAM

TYPES OF PAYMENTS PROCESSED (Check all that apply)

☐	Personal Income:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Other Property Taxes (Specify): _____
☐	Business Income:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Higher Education, Business or Trade Schools
☐	Payroll/Unemployment Taxes:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Fines
☐	Sales and Use:	☐ *Federal*	☐ *State*	*N/A*	☐	Court Costs
☐	Real Estate Property:	*N/A*	*N/A*	☐ *Local*	☑	Miscellaneous Government Services

SUPPORTED CHANNELS FOR VISA CARD ACCEPTANCE

☒	Face-to-Face	☒	Internet – Website Address Required:	https://www.cascadecountymt.gov/departments/public-works
☒	Phone / IVR	☐	Other – Specify:	

TYPE OF PRODUCTS ACCEPTED (Please Specify)

☒	Visa Debit Cards	Per Item Fee*:	2.95%
☒	Visa Commercial / Credit Service Cards	Per Item Fee*:	2.95%

*Note: This fee can be a flat or variable fee; not both.

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REGISTRATION PROGRAMS (Select one applicable program from the options below)

☐ **MASTERCARD CONSUMER LOAN PROGRAM**

- Merchant must be properly designated as MCC 6012 or 6051(i.e., Financial or Non-Financial Institutions).
- Transaction must be a consumer payment of a mortgage, auto, student loan or credit card payment.
- All Merit 1 interchange rate requirements apply and the special interchange is only applicable to Consumer Signature Debit and Consumer Signature Prepaid Cards.
- Merchant cannot charge the cardholder more than a $4.95 convenience fee.

☐ **VISA GOVERNMENT -TO- GOVERNMENT PROGRAM**

- Merchant must accept Visa as a means of payment regardless of payment channel including but not limited to Face to Face, Mail/Telephone and Online.
- Merchant must be eligible Government Services MCC 9399 or Government Postal Services MCC 9402.
- Merchant must feature the opportunity to pay with Visa at least as prominently as all other payment methods.
- Merchant must comply with all Visa Operating Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on the merchant website.

☒ **VISA GOVERNMENT AND HIGHER EDUCATION PROGRAM**

- Merchant must feature the opportunity to pay with Visa at least as prominently as all other payment methods.
- Merchant must comply with all Visa Operating Regulations including the display of the Visa Logo.
- Merchant must accept Visa as a means of payment in all channels i.e., Face to Face, MOTO, Internet, as applicable.
- Merchant must work through their Acquirer to become registered. Merchant may not charge the fee until approved by Visa.
- Merchant must clearly disclose fees to the Visa Cardholder and meet Cardholder fee requirements. Qualified Visa Consumer Credit, Debit (including Prepaid) and Commercial Products may be charged a variable fee by participants in the program. Convenience Fees must be submitted as a separate transaction to Heartland Payment Systems. Both card present and card not present environments are eligible.

☐ **VISA NEW DEBT REPAYMENT 2**

or

☐ **VISA NEW DEBT REPAYMENT – NO FEES**

VISA NEW DEBT REPAYMENT 2

- Merchant must be properly designated as MCC 6012 or 6051 (i.e. financial or non-financial institutions). Merchants providing debt collection services, any debt that has been charged off and sold to a collection agency, time-barred debt, and payday loans are not eligible.
- Merchant must accept Visa as a means of payment in all channels and NOT accept US issued Visa credit for debt repayment transactions.
- Transaction must qualify as CPS/card not present or CPS/e-commerce.
- Merchant can charge only a convenience fee to Cardholders for Visa transactions.
- Merchant must display signage to reflect the type of cards they accept.
- In the authorization and clearing records of each transaction, the merchant must submit the existing debt and bill pay indicators.
- Merchant must comply with all Visa USA Inc. Operation Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on merchant website.

VISA NEW DEBT REPAYMENT NO FEES

- Merchant must be properly designated as MCC 6012 or 6051 (i.e. financial or non-financial institutions). Merchants providing debt collection services, any debt that has been charged off and sold to a collection agency, time-barred debt, and payday loans are not eligible.
- Merchant must accept Visa as a means of payment in all channels and NOT accept US issued Visa credit for debt repayment transactions.
- Transaction must qualify as CPS/card not present or CPS/e-commerce.
- Merchant does not charge Cardholders fees of any type for Visa transactions.
- Merchant must display signage to reflect the type of cards they accept.
- In the authorization and clearing records of each transaction, the merchant must submit the existing debt and bill pay indicators.
- Merchant must comply with all Visa USA Inc. Operation Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on merchant website.

ACKNOWLEGEMENT

I, the undersigned, hereby affirm that I have accurately represented my business and that it meets all of the qualifications necessary to be registered for the Visa and/or Mastercard Program I have indicated above. I additionally understand that if Visa and/or Mastercard determine that my business is not compliant; the Card Schemes may impose noncompliance assessments and fines for which I will be responsible. Visa/Mastercard reserve the right to modify or discontinue merchant participation as deemed necessary. This document and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature.

Name of the Requestor of Change _____ **Title** _____

☐ Owner ☐ Officer ☐ Authorized Signer ☐ Management Agent*
(*Please provide copy of Management Agreement)

Note: Signer must be the original signer of the HPS Merchant Processing Agreement and/or provide a letter of authorization.

X _____ SIGN HERE

Owner / Officer / Authorized Signer / Managing Agent Signature **Email** _____ **Date** _____

Return Form To: Fax: 866-976-7224 or Email: Compliance@e-hps.com

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Heartland

Unattended Merchant Small Ticket Partner Program Addendum

Please fill in the Merchant information below for program registration. Merchant's signature is required in the Acknowledgement section. If the merchant is a chain, complete a separate form for each location.

COMPANY INFORMATION

Cascade County		406-454-6853	
Merchant Legal Name		**Phone Number**	**Existing Merchant ID**
121 4th Street North #1A	Great Falls	MT	59403
Address	**City**	**State**	**Zip**

MERCHANT CATERGORY CODE (MCC)

Unattended point-of-sale ("POS") devices at the following industries are eligible for participation in the Unattended Merchant Small Ticket Partner Program. Please select your applicable Business Industry below by checking the correct box. Note: MCC 5814 has different interchange rates from the other MCCs.

Business Industry	MCC
[X] Food / Beverage Vending	5814
[ ] Specialty / Miscellaneous	5999
[ ] Laundry	7211 / 7210
[ ] Amusement	7996 / 7993 / 7994 / 7932
[ ] Transit (VPP Only)	4111 / 4112 / 4131 / 4784 / 4121
[ ] Metered Parking	7523
[ ] Air Refill and Car Charging Stations	5532 / 5541 / 7538 / 7534
[ ] Car Wash/Vacuum Stations	7542
[ ] Newspaper Vending Machines	5192 / 5994
[ ] Locker Rental / Luggage Cart Rental (VPP Only)	7394
[ ] Pay Toilet	7299

PROGRAM SECTION (Check the box for the applicable program(s) for registration.)

[X] Mastercard Partner Program ("MPP")

- Merchant understands that participation in the MPP applies the following promotional interchange rates to the identified eligible Mastercard Transactions equal to or less than $7.50 accepted with or without magnetic stripe:

Transaction Type	Interchange
Non-Regulated/Exempt Consumer Debit and Prepaid	2.00% + $0.02
Regulated Consumer Debit and Prepaid	2.00% + $0.02

- Merchant certifies that Transactions are accepted via unattended POS devices.
- Merchant agrees to accept all Mastercard Cards including cards with a 2-series BIN.
- Merchant ensures a minimum of 98% acceptance rate for all contactless transactions, including, without limitation, all digital wallets, physical cards, and contactless dual-interface chip cards

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PROGRAM SECTION (Check the box for the applicable program(s) for registration.) **(Continued)**

☒ Visa Partner Program (VPP)

- Merchant understands that participation in the VPP applies the following promotional interchange rates applied to eligible Visa CPS-qualified, consumer Card Transactions.
- Merchant understands that participation in the VPP applies the following promotional interchange rates to the identified eligible transactions:

Card Present MCC = 5814 (Food & Beverage)	
Transaction Type	**Interchange**
Non-Regulated/Exempt Debit and Prepaid	2.00% + $0.02
Regulated Debit and Prepaid	2.00% + $0.02
Credit	2.00% + $0.02

Card Present MCC ≠ 5814 (See Page 1 for eligible MCCs)	
Transaction Type	**Interchange**
Regulated Debit and Prepaid	1.60% + $0.05

Card-Not-Present MCC = 5814 (Food & Beverage)	
Transaction Type	**Interchange**
Non-Regulated/Exempt Debit and Prepaid	1.60% + $0.05
Regulated Debit and Prepaid	1.60% + $0.05
Credit (excl. Signature Preferred + Infinite)	1.60% + $0.05

Card-Not-Present MCC ≠ 5814 (See Page 1 for eligible MCCs)	
Transaction Type	**Interchange**
Non-Regulated/Exempt Debit and Prepaid	1.70% + $0.05
Regulated Debit and Prepaid	1.70% + $0.05
Credit	1.80% + $0.05

- Merchant understands that regulated debit Transactions will be capped at $0.22.
- Merchant understands that non-Visa Transactions with a higher interchange rate than the promotional interchange rate being offered in this programs will be declined at the time of Authorization.
- Merchant certifies that Transactions are accepted via unattended POS devices.
- Merchant acknowledges and agrees that at least 65% of each of the eligible Visa Transactions must be for $5.00 or less and that Merchant's average ticket is equal to or under $5.00 as a requirement to remain in the VPP.
- Merchant can only participate in one Visa program at once. Merchant understands that participation in the VPP supersedes any other Visa program.
- Merchant agrees to accept all Visa-branded Cards.
- Merchant certifies all of its Locations are within the U.S.

ACKNOWLEDGEMENT

By signing below, Merchant affirms that all information contained in this Addendum is true and correct and that Merchant meets the requirements to participate in the programs specified herein. Merchant further understands, acknowledges, and agrees: (a) that the programs contained herein are subject to, and shall be provided in accordance with, the Rules and the Merchant Processing Agreement (the "Agreement") by and between Merchant and Heartland Payment Systems, LLC ("HPS"); (b) that the fees for all services hereunder are due and payable to HPS in accordance with the terms of the Agreement; (c) HPS reserves the right to immediately modify or discontinue Merchant's participation in the programs specified herein without prior notice; and, (d) this form shall not be deemed an amendment to the Agreement, but is a supplement thereto. Capitalized terms used but not defined herein have the meanings ascribed to them in the Agreement.

X SIGN HERE

(1) Owner/Officer Signature **Print Name & Title** **Date**

*Signature must be that of the original Owner/Officer that signed the Merchant Processing Agreement.

New Merchants must submit this documentation with the application packet.

Existing Merchants must return this executed form to: Compliance@e-hps.com

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GOVERNMENT AND EDUCATION MERCHANT PROCESSING AGREEMENT

☐ Card Only ☐ ACH Only ☒ Dual

HEARTLAND CONTACT INFORMATION

RM: Kacie Long Phone: (208)340-1075 Fax: 866-509-6144

Affiliate/Partner ID : Affiliate Name: Current MID:

COMPANY INFORMATION

Merchant DBA Name: Cascade County Sheriff's Office DBA Phone#: 1 (406) 454-6832

Address: 3800 Ulm North Frontage Road # Locations: 9

City: Great Falls State: MT Zip: 59404

CS Phone #: 1 (406) 454-6832 Fax #: 1 (406) 454-6941

Primary Contact Name: Chrissy Wood Phone #:

Authorized to Purchase: ☐ Yes ☐ No

Secondary Contact Name: Jenn Ekberg Phone #:

Authorized to Purchase: ☐ Yes ☐ No

Email Address: kfoster@cascadecountymt.gov
(Heartland InfoCentral Admin User Email Address)

Email Contact: First Name: Kelton Last Name: Foster

Website Address: https://www.cascadecountymt.gov/departments

Legal Name: Cascade County Federal Tax ID / EIN: 81-6001343
(Please Complete – Must correspond with IRS Filing Name) (Must correspond with Legal Name)

Address: 121 4th Street North #1A Phone #: 406-454-6853

City: Great Falls State: MT Zip: 59403

CARD FEE SCHEDULE

Service Requested	Discount Rate	Discount Per Item	Trans Fee Dial	Trans Fee IP	Annual Volume: $ $350,000.00	Average Ticket: $ $100.00
Visa	2.95 %	$	$	$		
MasterCard	2.95 %	$	$	$	☒ Service Fee (Pass Through/Single Transaction)	
Discover/JCB	2.95 %	$	$	$	☐ COST PLUS	
PayPal	2.95 %	$	$	$		
PIN Debit*			$	$	*Plus Applicable Debit Network Fees	
TSYS Authorization			$	$		
American Express	2.95 %	$	$	$	**Annual Volume:** $ $20,000.00	**Average Ticket:** $ $100.00
					Note: OptBlue Annual Processing Volume > $1 Million must go Direct	
					☒ OptBlue ☒ I opt out of receiving marketing material from American Express	

American Express Merchant #:	American Express Franchise Name:	Franchise CAP #:

RECURRING FEES

Chargeback Fee: $25	Bolletta Fee: $0	Voice Auth Fee: $0.65	SRM Fee: $8.50

INTERCHANGE QUALIFICATION	CARD ACCEPTANCE	DEPOSIT METHOD	SETTLEMENT
☒ MOTO/Internet ☒ Retail ☒ Small Ticket	☒ All Cards Accepted	☒ Standard	☐ Monthly ☐ Daily Net ☐ Daily Split

SALES METHOD				CARD PROCESSING METHOD	
On Premise Face to Face Sales	50%	Mail Order Sales	%	Card Swipe	50 %
Off Premise Face to Face Sales	%	Real-Time Internet	50%	Keyed / Card Not Present	50 %
Inbound Telephone Order Sales	%	Internet (keyed)	%		**Total = 100%**
Outbound Telephone Order Sales	%	Recurring Billing	%		
			Total = 100%		

What percentage of your Bankcard volume is future delivery 0 %

ACH FEE SCHEDULE

Enable ACH Account Verification: ☒Yes ☐No			Please provide the expected ACH data below.	
Fee Type	**Dollar**	**Percentage**	**Annual ACH Volume**	$ $300,000.00
☐ Transaction Fee	$	%	**Average ACH Ticket Amount**	$ $85.00
■ Service Fee	$ 3.00	%	**Average Number of ACH Transaction per Month**	294
☒ Return Item Fee	$5.00		**High ACH Ticket Amount**	$ $10,000.00
☐ Re-presentment Fee*	$2.00		**High Ticket Frequency**	Quarterly
*Re-presentment (Limitation of 2 per NACHA guidelines)			**Max ACH Limit**	$ $25,000.00

Note: For High Ticket Transactions, an additional 15bp will be assessed on the amount above $10,000.

ACH PROCESSING METHOD

Note: Must equal 100%	Single ACH Debit	Recurring ACH Debit	Credit
CCD (Corporate Credit or Debit)	%	%	%
PPD (Prearranged Payment and Deposit)	%	%	%
TEL (Telephone)	%		
WEB	100 %	%	%

☒ **ACH Debit** (PPD/CCD/WEB) ☐ **ACH Conversion** – Certification Required (BOC/ARC/POP)

☒ **ACH TEL** (IVR / Other TEL Entry Types*)

Vendor: ☒ Heartland ☐ Third Party:

*Merchant can accept ACH payments via Cashier/Virtual terminal; however, call must be recorded and be available as proof of authorization.

Terminal Type:

Check Reader/Imager:

Virtual Terminal:

Number of Terminals:

ACH DESCRIPTOR

Phone number as it will appear on customer statements: 1 (406) 454-6905

Company name as it will appear on customer bank statements (Max 16 Characters): Cascade County Planning

AUTHORIZATION METHOD (Not applicable to ACH Conversion)

Which authorization procedure does Merchant utilize to confirm customers consent to an ACH Debit:

☒ **Signed written authorization from customer (Does not apply to Web)**

☐ Heartland provides Authorization Form Template
☐ Merchant created Authorization Form

☒ **Web Authorization (Applies to Web only)**

☐ Customer provides electronic signature ☐ Customer logs in a username and password

☒ **Recorded Verbal Authorization (Tel Only)**

☐ Heartland provided script ☐ Merchant created script

If utilizing Recorded Verbal Authorization; check one of the following:

☐ Hosted secure IVR (Automated or Live Agent) recording services offered by Heartland
☐ Merchant has existing recording service to capture verbal customer authorizations

How are recordings stored:

☐ Via website URL:

☐ Via phone: #:

REQUIRED: When Merchant utilizes their own Authorization Script this must be submitted with ACH Application.

MERCHANT DETAIL

Type of Business: ☒ Public ☐ Private	Date Business Started:	**Business is Conducted: 100% Consumer**
Type of Ownership: ☐ Corporation ☒ Government ☐ Municipalities		Are web based sales processed by HPS: Yes

What Products and / or services do you provide: Concealed Weapons Permits, County Law Enforcement and Services, Rural anima

Is there a peak week / date in the month for processing recurring transactions: (i.e., 1st and 15th):

Define your Refund Policy: duplicate transaction

PCI Compliance

Is your business PCI Compliant: ■ Yes ☐ No

Does your company utilize a Data Storage Entity or Merchant Servicer that has access to card member data (i.e., Payment gateway or data warehouse, etc.): ☐ **Yes** ☒ **No**

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized:

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Heartland when it changes its point of sale software, system, application or vendor: ☒ Yes ☐ No ☐ N/A

Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office): ☐ Yes ☐ No ☒ N/A

Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized: ☐ Yes ☐ No ☒ N/A

The signing merchant listed below has experienced an account data compromise.*:
☐ Yes ☐ No ☒ N/A ☐ I have never accepted payment cards.)

If yes, what was the date of the compromise:_____ Copy of the completed Forensic Investigation is required with the Application.

The signing merchant listed below is storing Sensitive Authentication Data** (even if encrypted) after the transaction has been authorized: ☐ Yes ☐ No ☒ N/A ☐ I have never accepted payment cards.)

Merchant utilizes an EMV enabled terminal: ☒ Yes ☐ No ☐ N/A

*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.
**Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Heartlands request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.

STATEMENT OPTIONS		DISPUTE LETTERS
Statement Type:	☒ Standard	Mail Options: ☐ Legal ☐ DBA
Mail Statements To:	☒ Suppress Statements ☐ Legal	Electronic Options* ☐ Email ☐ Fax (*Select mail option as backup)

☐ All Electronic Communications (Including ACH Returns):
☐ Same Email as InfoCentral ☐ Preferred Email Address:

AUTHORIZED SIGNER(S) INFORMATION

(1) Authorized Signer Name:		Title:	
SSN:	DOB:	Driver's License #:	
Home Address	City:	ST:	Zip:
(2) Authorized Signer Name:		Title:	
SSN:	DOB:	Driver's License #:	
Home Address:	City:	ST:	Zip:

Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement".

DEBIT / CREDIT AUTHORIZATION

By signing below, Merchant certifies that any verification of business provided is for a business account in good standing and that the business name on the account is the same as the business name on the enclosed Heartland Payment Systems Merchant Application. Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings/GL Account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

Depository Bank Name: US Bank	Phone #: 406.447.5251	
City: Helena	ST: MT	Zip: 59601

CARD	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☒ Checking ☐ Savings	123000848	1-539-1089-3277
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☒ Both	Name as it appears on Account: TREASURER OF CASCADE COUNTY	

	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☐ Checking ☐ Savings		
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☐ Both	Name as it appears on Account:	

ACH	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☒ Checking ☐ Savings	123000848	1-539-1089-3277
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☒ Both	Name as it appears on Account: TREASURER OF CASCADE COUNTY	

	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☐ Checking ☐ Savings		
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☐ Both	Name as it appears on Account:	

AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION

Has your business filed Bankruptcy, had Judgments or Liens within the last 3 years: ☐ **Yes** ☒ **No**

Merchant authorizes Acquirer, reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions which together with this application shall constitute the agreement(s) between the parties. **I further certify that this business or any Owner/Officer/Authorized Signer has never been terminated by any Card Brand.**

X SIGN HERE

(1) Authorized Signer Signature	**Print Name & Title**	**Date**

X SIGN HERE

(2) Authorized Signer Signature	**Print Name & Title**	**Date**

THE TERM OF THIS AGREEMENT IS 60 MONTHS

Heartland

Bolletta Merchant Setup Form

Merchant Information			
☒ New Bolletta User Group ☒ Existing Bolletta User Group (Indicate):			
DBA: Cascade County Sheriff's Office		RM: Kacie Long	
Address: 3800 Ulm North Frontage Road	City: Great Falls	State: MT	Zip: 59404
Business Phone: 1 (406) 454-6832	Business Email:		
Primary Contact Name: Kelton Foster	Phone: (406)-454-6796	Email: kfoster@cascadecountymt.gov	
Merchant Website/URL: https://www.cascadecountymt.go			
☒ Bolletta Notifications:	Name:	Email:	

Product Types (Check all that applies; * Certification Letter is Required)

Bolletta Web	Bolletta Card Present	Bolletta IVR	Bolletta MOTO/ Manual Entry
☒ Payment Portal ☐ SecurePay* (Hosted by HPS) ☐ Web Service API* (Not hosted by HPS) ☐ QuickPay*	☒ Desktop Cashier ☒ Cashier w/XML Screen Pop*	☒ Standard ☐ SecurePay IVR* ☐ Web Service API*	☒ Virtual Terminal ☒ SecurePay MOTO*

Partners	Mobile Cashier	SecurePay Data Post:
Partner Name:	OS Version:	Data Post URL:
Billing Software:	Device Model:	Return URL:
Note: Certification Required	Model/Type:	Cancel URL:
		IP Address:

Features (Indicate all fields' merchant needs to capture and/or that are required.)

Example Only	**Bill Type 1 and Bill Type ID are REQUIRED to avoid setup delays.** If accepting multiple Bill Types, complete the field below and/or capture the information requested for each additional Bill Type needed in the Additional Notes section of page 2.
**Required* ☒ *Bill Type*:Water Bill*	☒ Bill Type 1*:
☒ *ID 1*:Billing Account Number*	☒ ID 1*:
☐ *ID 2: Invoice Number*	☒ ID 2:
☐ *ID 3: Order Number*	☐ ID 3:
☐ *ID 4: Invoice Date Number*	☐ ID 4:

☐ Billing First Name	☐ Billing Street Address	☐ Billing State	☐ Billing Phone
☐ Billing Last Name	☐ Billing City	☒ Billing Zip	☐ Email Address

Convenience Fee	Time Zone		Auto Close (Required)
☒ Yes ☐ No	☐ Alaska ☐ Arizona ☐ Central ☐ Eastern	☐ Hawaii ☒ Mountain ☐ Pacific	Auto Close Hour: 23:55 (Random Minute Generated) ☐ AM ☒ PM (Default is 23:55)

Address Verification System Default for all Non-Match setting is "Decline", if not specified.	**Card Security Code (CVV) Option Settings** Default for all Non-Match setting is "Decline", if not specified.
☐ Approve all AVS Non-Matches – Both Address & Zip are No Match ☐ Approve Zip Code Match only ☐ Approve all International AVS Responses	☐ Approve all CVV Non-Matches

Merchant expressly acknowledges and agrees that selecting any of the options and/or services listed above may cause transactions submitted hereunder to be subject to higher interchange rates and increases the risk of chargebacks and disputes from the applicable cardholder.

X SIGN HERE

Owner/Officer Signature	Name and Title	Date

Heartland

Bolletta Merchant Setup Form (Continued)

☒ Bolletta MerchantView (Merchants are automatically setup with access.)

User First Name / Last Name	Email Address	User Role
Ex: Joan Smith	*Ex: JSmith@email.com*	*Ex: Group Admin*
Kelton Foster	kfoster@cascadecountymt.gov	Group Admin ----------

IVR (Note: it is required that both scripts below are entered.)

Merchant Customer Service Number:

Welcome Scripts: ☐ Text to Speech ☐ Recorded - Professional Recording Studio Fees Apply.

Provide Welcome Script (Required) – Maximum of 3 Sentences **Ex: Welcome Phrase: "**Thank you for calling the Heartland Utility District's Bill Payment System managed by HPS Billing Services. "

Provide Enter Account Number Script (Required) – Maximum of 3 Sentences **Ex: Enter Account Phrase**: "Please have your current statement available. You will need to know your account number and the amount due. Please enter your account number, located in the upper right corner of your current statement. Please leave out both the dashes and enter all the numbers on either side of dashes. When you're finished, press the pound key."

Additional Features	Payment Portal Features
☐ Tokenization **Only available with the API solution.**	☐ Required Length of Account Number:
☐ Dynamic Descriptor (Certification Required) Short DBA Name Length: ☐ 3 ☐ 7 ☐ 12 Short DBA:	☐ My Account ☐ Add Bill Lookup*** ☐ Multiple Bill Pay**
	Email copy of Receipts to:

****Multiple Bill Pay is supported only for merchants who want multiple Bill Pay utilizing Percentage Convenience or Absorbed Fee. If accepting more than two Bill Payment Types, please provide applicable information in Additional Notes.**

***** SPT will reach out for additional required information.**

If accepting ACH, does Merchant wish to enable Return Notification to Consumers: ☐ Yes ☐ No

If accepting multiple Bill Types, complete fields below.

☒ Bill Type 2*:	☒ Bill Type 3*:
☒ ID 1*:	☒ ID 1*:
☐ ID 2:	☐ ID 2:
☐ ID 3:	☐ ID 3:
☐ ID 4:	☐ ID 4:

Additional Notes

Heartland
Payments

Visa and Mastercard Registration Form

For registration in the Visa and Mastercard merchant programs this form must be completed and submitted to Operational Compliance. A signature is required prior to registration. Merchant chains must complete a separate form for each location. Registration and/or changes to an existing registration may take up to 45 days.

MERCHANT INFORMATION

Cascade County Sheriff's Office	Cascade County	
DBA NAME	**LEGAL NAME**	**MERCHANT ID (If existing Merchant)**
3800 Ulm North Frontage Road	128 4th Street North #1A	
DBA STREAT ADDRESS	**LEGAL STREET ADDRESS**	**CHAIN NAME**
Great Falls MT 59404	Great Falls MT 59403	
DBA CITY / STATE / ZIP	**LEGAL CITY / STATE / ZIP**	**MCC (If Known)**
Matthew Pfeninger Revenue Account Manager	Matthew Pfeninger Revenue Account Manage	
DBA CONTACT NAME AND TITLE	**LEGAL CONTACT NAME AND TITLE**	**DATE SIGNED WITH HPS**
1 (406) 454-6832 / 1 (406) 454-6941	1 (406)-454-6853 / 1(406) 454-6909	https://www.cascadecountymt.gov/departme
DBA CONTACT PHONE / FAX NUMBER	**LEGAL CONTACT PHONE / FAX NUMBER**	**WEBSITE ADDRESS**
	mpfeninger@cascadecountymt.gov	
DBA CONTACT EMAIL ADDRESS	**LEGAL CONTACT EMAIL ADDRESS**	**ABP ENABLED:** ☐ Yes ☐ No
NUMBER OF CUSTOMERS		**NEW VISA ACCEPTOR:** ☐ Yes ☐ No

VISA GOVERNMENT AND EDUCATION PROGRAM

TYPES OF PAYMENTS PROCESSED (Check all that apply)

☐	Personal Income:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Other Property Taxes (Specify): _____
☐	Business Income:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Higher Education, Business or Trade Schools
☐	Payroll/Unemployment Taxes:	☐ *Federal*	☐ *State*	☐ *Local*	☑	Fines
☐	Sales and Use:	☐ *Federal*	☐ *State*	*N/A*	☐	Court Costs
☐	Real Estate Property:	*N/A*	*N/A*	☐ *Local*	☑	Miscellaneous Government Services

SUPPORTED CHANNELS FOR VISA CARD ACCEPTANCE

☒	Face-to-Face	☒	Internet – Website Address Required:	https://www.cascadecountymt.gov/departments/sheriffs-office
☒	Phone / IVR	☐	Other – Specify:	

TYPE OF PRODUCTS ACCEPTED (Please Specify)

☒	Visa Debit Cards	Per Item Fee*:	2.95%
☒	Visa Commercial / Credit Service Cards	Per Item Fee*:	2.95%

*Note: This fee can be a flat or variable fee; not both.

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REGISTRATION PROGRAMS (Select one applicable program from the options below)

☐ **MASTERCARD CONSUMER LOAN PROGRAM**

- Merchant must be properly designated as MCC 6012 or 6051(i.e., Financial or Non-Financial Institutions).
- Transaction must be a consumer payment of a mortgage, auto, student loan or credit card payment.
- All Merit 1 interchange rate requirements apply and the special interchange is only applicable to Consumer Signature Debit and Consumer Signature Prepaid Cards.
- Merchant cannot charge the cardholder more than a $4.95 convenience fee.

☐ **VISA GOVERNMENT -TO- GOVERNMENT PROGRAM**

- Merchant must accept Visa as a means of payment regardless of payment channel including but not limited to Face to Face, Mail/Telephone and Online.
- Merchant must be eligible Government Services MCC 9399 or Government Postal Services MCC 9402.
- Merchant must feature the opportunity to pay with Visa at least as prominently as all other payment methods.
- Merchant must comply with all Visa Operating Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on the merchant website.

☒ **VISA GOVERNMENT AND HIGHER EDUCATION PROGRAM**

- Merchant must feature the opportunity to pay with Visa at least as prominently as all other payment methods.
- Merchant must comply with all Visa Operating Regulations including the display of the Visa Logo.
- Merchant must accept Visa as a means of payment in all channels i.e., Face to Face, MOTO, Internet, as applicable.
- Merchant must work through their Acquirer to become registered. Merchant may not charge the fee until approved by Visa.
- Merchant must clearly disclose fees to the Visa Cardholder and meet Cardholder fee requirements. Qualified Visa Consumer Credit, Debit (including Prepaid) and Commercial Products may be charged a variable fee by participants in the program. Convenience Fees must be submitted as a separate transaction to Heartland Payment Systems. Both card present and card not present environments are eligible.

☐ **VISA NEW DEBT REPAYMENT 2**

or

☐ **VISA NEW DEBT REPAYMENT – NO FEES**

VISA NEW DEBT REPAYMENT 2

- Merchant must be properly designated as MCC 6012 or 6051 (i.e. financial or non-financial institutions). Merchants providing debt collection services, any debt that has been charged off and sold to a collection agency, time-barred debt, and payday loans are not eligible.
- Merchant must accept Visa as a means of payment in all channels and NOT accept US issued Visa credit for debt repayment transactions.
- Transaction must qualify as CPS/card not present or CPS/e-commerce.
- Merchant can charge only a convenience fee to Cardholders for Visa transactions.
- Merchant must display signage to reflect the type of cards they accept.
- In the authorization and clearing records of each transaction, the merchant must submit the existing debt and bill pay indicators.
- Merchant must comply with all Visa USA Inc. Operation Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on merchant website.

VISA NEW DEBT REPAYMENT NO FEES

- Merchant must be properly designated as MCC 6012 or 6051 (i.e. financial or non-financial institutions). Merchants providing debt collection services, any debt that has been charged off and sold to a collection agency, time-barred debt, and payday loans are not eligible.
- Merchant must accept Visa as a means of payment in all channels and NOT accept US issued Visa credit for debt repayment transactions.
- Transaction must qualify as CPS/card not present or CPS/e-commerce.
- Merchant does not charge Cardholders fees of any type for Visa transactions.
- Merchant must display signage to reflect the type of cards they accept.
- In the authorization and clearing records of each transaction, the merchant must submit the existing debt and bill pay indicators.
- Merchant must comply with all Visa USA Inc. Operation Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on merchant website.

ACKNOWLEGEMENT

I, the undersigned, hereby affirm that I have accurately represented my business and that it meets all of the qualifications necessary to be registered for the Visa and/or Mastercard Program I have indicated above. I additionally understand that if Visa and/or Mastercard determine that my business is not compliant; the Card Schemes may impose noncompliance assessments and fines for which I will be responsible. Visa/Mastercard reserve the right to modify or discontinue merchant participation as deemed necessary. This document and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature.

Name of the Requestor of Change _____ **Title** _____

☐ Owner ☐ Officer ☐ Authorized Signer ☐ Management Agent*
(*Please provide copy of Management Agreement)

Note: Signer must be the original signer of the HPS Merchant Processing Agreement and/or provide a letter of authorization.

X _____ SIGN HERE

Owner / Officer / Authorized Signer / Managing Agent Signature

Email _____ **Date** _____

Return Form To: Fax: 866-976-7224 or Email: Compliance@e-hps.com

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Heartland

GOVERNMENT AND EDUCATION MERCHANT PROCESSING AGREEMENT

☐ Card Only ☐ ACH Only ☒ Dual

HEARTLAND CONTACT INFORMATION

RM: Kacie Long Phone: (208)340-1075 Fax: 866-509-6144

Affiliate/Partner ID : Affiliate Name: Current MID:

COMPANY INFORMATION

Merchant DBA Name: Cascade County Treasurer DBA Phone#: 1 (406) 454-6854

Address: 121 4th Street North #1A # Locations: 9

City: Great Falls State: MT Zip: 59401

CS Phone #: 1 (406) 454-6854 Fax #: 1(406) 454-6909

Primary Contact Name: Matthew Pfeninger Phone #:

Authorized to Purchase: ☐ Yes ☐ No

Secondary Contact Name: Jeff Nation Phone #:

Authorized to Purchase: ☐ Yes ☐ No

Email Address: kfoster@cascadecountymt.gov
(Heartland InfoCentral Admin User Email Address)

Email Contact: First Name: Kelton Last Name: Foster

Website Address: https://www.cascadecountymt.gov/departments/treasurer

Legal Name: Cascade County Federal Tax ID / EIN: 81-6001343
(Please Complete – Must correspond with IRS Filing Name) (Must correspond with Legal Name)

Address: 121 4th Street North #1A Phone #: 406-454-6853

City: Great Falls State: MT Zip: 59403

CARD FEE SCHEDULE

Service Requested	Discount Rate	Discount Per Item	Trans Fee Dial	Trans Fee IP	Annual Volume: $3,960,668.88	Average Ticket: $ 281.72
Visa	2.95 %	$	$	$		
MasterCard	2.95 %	$	$	$	☒ Service Fee (Pass Through/Single Transaction)	
Discover/JCB	2.95 %	$	$	$	☐ COST PLUS	
PayPal	2.95 %	$	$	$		
PIN Debit*			$	$	*Plus Applicable Debit Network Fees	
TSYS Authorization			$	$		
American Express	2.95 %	$	$	$	**Annual Volume:** $117,027.40	**Average Ticket:** $ 636.02
					Note: OptBlue Annual Processing Volume > $1 Million must go Direct	
					☒ OptBlue ☒ I opt out of receiving marketing material from American Express	

American Express Merchant #:	American Express Franchise Name:	Franchise CAP #:

RECURRING FEES

Chargeback Fee: $25	Bolletta Fee: $0	Voice Auth Fee: $0.65	SRM Fee: $8.50

INTERCHANGE QUALIFICATION	CARD ACCEPTANCE	DEPOSIT METHOD	SETTLEMENT
☒ MOTO/Internet ☒ Retail ☒ Small Ticket	☒ All Cards Accepted	☒ Standard	☐ Monthly ☐ Daily Net ☐ Daily Split

SALES METHOD				CARD PROCESSING METHOD	
On Premise Face to Face Sales	50%	Mail Order Sales	%	Card Swipe	50 %
Off Premise Face to Face Sales	%	Real-Time Internet	50%	Keyed / Card Not Present	50 %
Inbound Telephone Order Sales	%	Internet (keyed)	%		**Total = 100%**
Outbound Telephone Order Sales	%	Recurring Billing	%		
			Total = 100%		

What percentage of your Bankcard volume is future delivery 0 %

ACH FEE SCHEDULE

Enable ACH Account Verification: ☒ Yes ☐ No

Fee Type	Dollar	Percentage
☐ Transaction Fee	$	%
■ Service Fee	$ 3.00	%
☒ Return Item Fee	$5.00	
☐ Re-presentment Fee*	$2.00	

*Re-presentment (Limitation of 2 per NACHA guidelines)

Please provide the expected ACH data below.

Annual ACH Volume	$ $1,188,200.66
Average ACH Ticket Amount	$ $281.72
Average Number of ACH Transaction per Month	351
High ACH Ticket Amount	$ $10,000.00
High Ticket Frequency	Quarterly
Max ACH Limit	$ $25,000.00

Note: For High Ticket Transactions, an additional 15bp will be assessed on the amount above $10,000.

ACH PROCESSING METHOD

Note: Must equal 100%	Single ACH Debit	Recurring ACH Debit	Credit
CCD (Corporate Credit or Debit)	%	%	%
PPD (Prearranged Payment and Deposit)	%	%	%
TEL (Telephone)	%		
WEB	100 %	%	%

☒ **ACH Debit** (PPD/CCD/WEB) ☐ **ACH Conversion** – Certification Required (BOC/ARC/POP)

☒ **ACH TEL** (IVR / Other TEL Entry Types*)

Vendor: ☒ Heartland ☐ Third Party:

*Merchant can accept ACH payments via Cashier/Virtual terminal; however, call must be recorded and be available as proof of authorization.

Terminal Type:

Check Reader/Imager:

Virtual Terminal:

Number of Terminals:

ACH DESCRIPTOR

Phone number as it will appear on customer statements: 1 (406) 454-6854

Company name as it will appear on customer bank statements (Max 16 Characters): Cascade County Treasurer

AUTHORIZATION METHOD (Not applicable to ACH Conversion)

Which authorization procedure does Merchant utilize to confirm customers consent to an ACH Debit:

☒ **Signed written authorization from customer (Does not apply to Web)**

☐ Heartland provides Authorization Form Template
☐ Merchant created Authorization Form

☒ **Web Authorization (Applies to Web only)**

☐ Customer provides electronic signature ☐ Customer logs in a username and password

☒ **Recorded Verbal Authorization (Tel Only)**

☐ Heartland provided script ☐ Merchant created script

If utilizing Recorded Verbal Authorization; check one of the following:

☐ Hosted secure IVR (Automated or Live Agent) recording services offered by Heartland
☐ Merchant has existing recording service to capture verbal customer authorizations

How are recordings stored:

☐ Via website URL:

☐ Via phone: #:

REQUIRED: When Merchant utilizes their own Authorization Script this must be submitted with ACH Application.

MERCHANT DETAIL		
Type of Business: ☒ Public ☐ Private	Date Business Started:	**Business is Conducted: 100% Consumer**
Type of Ownership: ☐ Corporation ☒ Government ☐ Municipalities		Are web based sales processed by HPS: Yes
What Products and / or services do you provide: Property Taxes		
Is there a peak week / date in the month for processing recurring transactions: (i.e., 1st and 15th):		
Define your Refund Policy: duplicate transaction		

PCI Compliance

Is your business PCI Compliant: ■ Yes ☐ No

Does your company utilize a Data Storage Entity or Merchant Servicer that has access to card member data (i.e., Payment gateway or data warehouse, etc.): ☐ **Yes** ☒ **No**

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized:

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Heartland when it changes its point of sale software, system, application or vendor: ☒ Yes ☐ No ☐ N/A

Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office): ☐ Yes ☐ No ☒ N/A

Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized: ☐ Yes ☐ No ☒ N/A

The signing merchant listed below has experienced an account data compromise.*:
☐ Yes ☐ No ☒ N/A ☐ I have never accepted payment cards.)

If yes, what was the date of the compromise:_____ Copy of the completed Forensic Investigation is required with the Application.

The signing merchant listed below is storing Sensitive Authentication Data** (even if encrypted) after the transaction has been authorized: ☐ Yes ☐ No ☒ N/A ☐ I have never accepted payment cards.)

Merchant utilizes an EMV enabled terminal: ☒ Yes ☐ No ☐ N/A

*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.
**Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Heartlands request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.

STATEMENT OPTIONS		DISPUTE LETTERS
Statement Type:	☒ Standard	Mail Options: ☐ Legal ☐ DBA
Mail Statements To:	☒ Suppress Statements ☐ Legal	Electronic Options* ☐ Email ☐ Fax (*Select mail option as backup)
☐ All Electronic Communications (Including ACH Returns): ☐ Same Email as InfoCentral ☐ Preferred Email Address:		

AUTHORIZED SIGNER(S) INFORMATION

(1) Authorized Signer Name:		Title:	
SSN:	DOB:	Driver's License #:	
Home Address	City:	ST:	Zip:
(2) Authorized Signer Name:		Title:	
SSN:	DOB:	Driver's License #:	
Home Address:	City:	ST:	Zip:

Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement".

DEBIT / CREDIT AUTHORIZATION

By signing below, Merchant certifies that any verification of business provided is for a business account in good standing and that the business name on the account is the same as the business name on the enclosed Heartland Payment Systems Merchant Application. Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings/GL Account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

Depository Bank Name: US Bank	Phone #: 406.447.5251	
City: Helena	ST: MT	Zip: 59601

CARD	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☒ Checking ☐ Savings	123000848	1-539-1089-3277
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☒ Both	Name as it appears on Account: : TREASURER OF CASCADE COUNTY	

	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☐ Checking ☐ Savings		
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☐ Both	Name as it appears on Account:	

ACH	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☒ Checking ☐ Savings	123000848	1-539-1089-3277
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☒ Both	Name as it appears on Account: : TREASURER OF CASCADE COUNTY	

	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☐ Checking ☐ Savings		
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☐ Both	Name as it appears on Account:	

AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION

Has your business filed Bankruptcy, had Judgments or Liens within the last 3 years: ☐ **Yes** ☒ **No**

Merchant authorizes Acquirer, reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions which together with this application shall constitute the agreement(s) between the parties. **I further certify that this business or any Owner/Officer/Authorized Signer has never been terminated by any Card Brand.**

X

(1) Authorized Signer Signature	**Print Name & Title**	**Date**

X

(2) Authorized Signer Signature	**Print Name & Title**	**Date**

THE TERM OF THIS AGREEMENT IS 60 MONTHS

Heartland

Bolletta Merchant Setup Form

Merchant Information			
☒ New Bolletta User Group ☒ Existing Bolletta User Group (Indicate):			
DBA: Cascade County Treasurer		RM: Kacie Long	
Address: 121 4th Street North #1A	City: Great Falls	State: MT	Zip: 59401
Business Phone: 1 (406) 454-6854	Business Email:		
Primary Contact Name: Kelton Foster	Phone: (406)-454-6796	Email: kfoster@cascadecountymt.gov	
Merchant Website/URL: https://www.cascadecountymt.gov/departments/treasurer			
☒ Bolletta Notifications:	Name:	Email:	

Product Types (Check all that applies; * Certification Letter is Required)

Bolletta Web	Bolletta Card Present	Bolletta IVR	Bolletta MOTO/ Manual Entry
☒ Payment Portal ☐ SecurePay* (Hosted by HPS) ☐ Web Service API* (Not hosted by HPS) ☐ QuickPay*	☒ Desktop Cashier ☒ Cashier w/XML Screen Pop*	☒ Standard ☐ SecurePay IVR* ☐ Web Service API*	☒ Virtual Terminal ☒ SecurePay MOTO*

Partners	Mobile Cashier	SecurePay Data Post:
Partner Name:	OS Version:	Data Post URL:
Billing Software:	Device Model:	Return URL:
Note: Certification Required	Model/Type:	Cancel URL:
		IP Address:

Features (Indicate all fields' merchant needs to capture and/or that are required.)

Example Only	**Bill Type 1 and Bill Type ID are REQUIRED to avoid setup delays.** If accepting multiple Bill Types, complete the field below and/or capture the information requested for each additional Bill Type needed in the Additional Notes section of page 2.
**Required* ☒ *Bill Type*:Water Bill*	☒ Bill Type 1*:
☒ *ID 1*:Billing Account Number*	☒ ID 1*:
☐ *ID 2: Invoice Number*	☒ ID 2:
☐ *ID 3: Order Number*	☐ ID 3:
☐ *ID 4: Invoice Date Number*	☐ ID 4:

☐ Billing First Name	☒ Billing Street Address	☐ Billing State	☐ Billing Phone
☐ Billing Last Name	☐ Billing City	☒ Billing Zip	☐ Email Address

Convenience Fee	Time Zone		Auto Close (Required)
☒ Yes ☐ No	☐ Alaska ☐ Arizona ☐ Central ☐ Eastern	☐ Hawaii ☒ Mountain ☐ Pacific	Auto Close Hour: 23:55 (Random Minute Generated) ☐ AM ☒ PM (Default is 23:55)

Address Verification System Default for all Non-Match setting is "Decline", if not specified.	**Card Security Code (CVV) Option Settings** Default for all Non-Match setting is "Decline", if not specified.
☐ Approve all AVS Non-Matches – Both Address & Zip are No Match ☐ Approve Zip Code Match only ☐ Approve all International AVS Responses	☐ Approve all CVV Non-Matches

Merchant expressly acknowledges and agrees that selecting any of the options and/or services listed above may cause transactions submitted hereunder to be subject to higher interchange rates and increases the risk of chargebacks and disputes from the applicable cardholder.

X

Owner/Officer Signature	**Name and Title**	**Date**

Heartland

Bolletta Merchant Setup Form (Continued)

☒ Bolletta MerchantView (Merchants are automatically setup with access.)

User First Name / Last Name	Email Address	User Role
Ex: Joan Smith	*Ex: JSmith@email.com*	*Ex: Group Admin*
Kelton Foster	kfoster@cascadecountymt.gov	Group Admin ----------

IVR (Note: it is required that both scripts below are entered.)

Merchant Customer Service Number:

Welcome Scripts: ☐ Text to Speech ☐ Recorded - Professional Recording Studio Fees Apply.

Provide Welcome Script (Required) – Maximum of 3 Sentences **Ex: Welcome Phrase: "**Thank you for calling the Heartland Utility District's Bill Payment System managed by HPS Billing Services. "

Provide Enter Account Number Script (Required) – Maximum of 3 Sentences **Ex: Enter Account Phrase**: "Please have your current statement available. You will need to know your account number and the amount due. Please enter your account number, located in the upper right corner of your current statement. Please leave out both the dashes and enter all the numbers on either side of dashes. When you're finished, press the pound key."

Additional Features	Payment Portal Features
☐ Tokenization **Only available with the API solution.**	☐ Required Length of Account Number:
☐ Dynamic Descriptor (Certification Required) Short DBA Name Length: ☐ 3 ☐ 7 ☐ 12 Short DBA:	☐ My Account ☐ Add Bill Lookup*** ☐ Multiple Bill Pay**
	Email copy of Receipts to:

****Multiple Bill Pay is supported only for merchants who want multiple Bill Pay utilizing Percentage Convenience or Absorbed Fee. If accepting more than two Bill Payment Types, please provide applicable information in Additional Notes.**

***** SPT will reach out for additional required information.**

If accepting ACH, does Merchant wish to enable Return Notification to Consumers: ☐ Yes ☐ No

If accepting multiple Bill Types, complete fields below.

☒ Bill Type 2*:	☒ Bill Type 3*:
☒ ID 1*:	☒ ID 1*:
☐ ID 2:	☐ ID 2:
☐ ID 3:	☐ ID 3:
☐ ID 4:	☐ ID 4:

Additional Notes

Heartland
Payments

Visa and Mastercard Registration Form

For registration in the Visa and Mastercard merchant programs this form must be completed and submitted to Operational Compliance. A signature is required prior to registration. Merchant chains must complete a separate form for each location. Registration and/or changes to an existing registration may take up to 45 days.

MERCHANT INFORMATION

Cascade County Treasurer	Cascade County	
DBA NAME	**LEGAL NAME**	**MERCHANT ID (If existing Merchant)**
121 4th Street North #1A	129 4th Street North #1A	
DBA STREAT ADDRESS	**LEGAL STREET ADDRESS**	**CHAIN NAME**
Great Falls MT 59401	Great Falls MT 59403	
DBA CITY / STATE / ZIP	**LEGAL CITY / STATE / ZIP**	**MCC (If Known)**
Matthew Pfeninger Revenue Account Manager	Matthew Pfeninger Revenue Account Manager	
DBA CONTACT NAME AND TITLE	**LEGAL CONTACT NAME AND TITLE**	**DATE SIGNED WITH HPS**
1 (406) 454-6854 / 1(406) 454-6909	1 (406)-454-6853 / 1(406) 454-6909	www.cascadecountymt.gov/departments/treasurer
DBA CONTACT PHONE / FAX NUMBER	**LEGAL CONTACT PHONE / FAX NUMBER**	**WEBSITE ADDRESS**
mpfeninger@cascadecountymt.gov	mpfeninger@cascadecountymt.gov	
DBA CONTACT EMAIL ADDRESS	**LEGAL CONTACT EMAIL ADDRESS**	**ABP ENABLED:** ☐ Yes ☐ No
NUMBER OF CUSTOMERS		**NEW VISA ACCEPTOR:** ☐ Yes ☐ No

VISA GOVERNMENT AND EDUCATION PROGRAM

TYPES OF PAYMENTS PROCESSED (Check all that apply)

☐	Personal Income:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Other Property Taxes (Specify): _____
☐	Business Income:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Higher Education, Business or Trade Schools
☐	Payroll/Unemployment Taxes:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Fines
☐	Sales and Use:	☐ *Federal*	☐ *State*	*N/A*	☐	Court Costs
☑	Real Estate Property:	*N/A*	*N/A*	☑ *Local*	☑	Miscellaneous Government Services

SUPPORTED CHANNELS FOR VISA CARD ACCEPTANCE

☒	Face-to-Face	☒	Internet – Website Address Required:	https://www.cascadecountymt.gov/departments/treasurer
☒	Phone / IVR	☐	Other – Specify:	

TYPE OF PRODUCTS ACCEPTED (Please Specify)

☒	Visa Debit Cards	Per Item Fee*:	2.95%
☒	Visa Commercial / Credit Service Cards	Per Item Fee*:	2.95%

*Note: This fee can be a flat or variable fee; not both.

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REGISTRATION PROGRAMS (Select one applicable program from the options below)

☐ **MASTERCARD CONSUMER LOAN PROGRAM**

- Merchant must be properly designated as MCC 6012 or 6051(i.e., Financial or Non-Financial Institutions).
- Transaction must be a consumer payment of a mortgage, auto, student loan or credit card payment.
- All Merit 1 interchange rate requirements apply and the special interchange is only applicable to Consumer Signature Debit and Consumer Signature Prepaid Cards.
- Merchant cannot charge the cardholder more than a $4.95 convenience fee.

☐ **VISA GOVERNMENT -TO- GOVERNMENT PROGRAM**

- Merchant must accept Visa as a means of payment regardless of payment channel including but not limited to Face to Face, Mail/Telephone and Online.
- Merchant must be eligible Government Services MCC 9399 or Government Postal Services MCC 9402.
- Merchant must feature the opportunity to pay with Visa at least as prominently as all other payment methods.
- Merchant must comply with all Visa Operating Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on the merchant website.

☒ **VISA GOVERNMENT AND HIGHER EDUCATION PROGRAM**

- Merchant must feature the opportunity to pay with Visa at least as prominently as all other payment methods.
- Merchant must comply with all Visa Operating Regulations including the display of the Visa Logo.
- Merchant must accept Visa as a means of payment in all channels i.e., Face to Face, MOTO, Internet, as applicable.
- Merchant must work through their Acquirer to become registered. Merchant may not charge the fee until approved by Visa.
- Merchant must clearly disclose fees to the Visa Cardholder and meet Cardholder fee requirements. Qualified Visa Consumer Credit, Debit (including Prepaid) and Commercial Products may be charged a variable fee by participants in the program. Convenience Fees must be submitted as a separate transaction to Heartland Payment Systems. Both card present and card not present environments are eligible.

☐ **VISA NEW DEBT REPAYMENT 2**

or

☐ **VISA NEW DEBT REPAYMENT – NO FEES**

VISA NEW DEBT REPAYMENT 2

- Merchant must be properly designated as MCC 6012 or 6051 (i.e. financial or non-financial institutions). Merchants providing debt collection services, any debt that has been charged off and sold to a collection agency, time-barred debt, and payday loans are not eligible.
- Merchant must accept Visa as a means of payment in all channels and NOT accept US issued Visa credit for debt repayment transactions.
- Transaction must qualify as CPS/card not present or CPS/e-commerce.
- Merchant can charge only a convenience fee to Cardholders for Visa transactions.
- Merchant must display signage to reflect the type of cards they accept.
- In the authorization and clearing records of each transaction, the merchant must submit the existing debt and bill pay indicators.
- Merchant must comply with all Visa USA Inc. Operation Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on merchant website.

VISA NEW DEBT REPAYMENT NO FEES

- Merchant must be properly designated as MCC 6012 or 6051 (i.e. financial or non-financial institutions). Merchants providing debt collection services, any debt that has been charged off and sold to a collection agency, time-barred debt, and payday loans are not eligible.
- Merchant must accept Visa as a means of payment in all channels and NOT accept US issued Visa credit for debt repayment transactions.
- Transaction must qualify as CPS/card not present or CPS/e-commerce.
- Merchant does not charge Cardholders fees of any type for Visa transactions.
- Merchant must display signage to reflect the type of cards they accept.
- In the authorization and clearing records of each transaction, the merchant must submit the existing debt and bill pay indicators.
- Merchant must comply with all Visa USA Inc. Operation Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on merchant website.

ACKNOWLEGEMENT

I, the undersigned, hereby affirm that I have accurately represented my business and that it meets all of the qualifications necessary to be registered for the Visa and/or Mastercard Program I have indicated above. I additionally understand that if Visa and/or Mastercard determine that my business is not compliant; the Card Schemes may impose noncompliance assessments and fines for which I will be responsible. Visa/Mastercard reserve the right to modify or discontinue merchant participation as deemed necessary. This document and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature.

Name of the Requestor of Change _____ **Title** _____

☐ Owner ☐ Officer ☐ Authorized Signer ☐ Management Agent*
(*Please provide copy of Management Agreement)

Note: Signer must be the original signer of the HPS Merchant Processing Agreement and/or provide a letter of authorization.

X _____
Owner / Officer / Authorized Signer / Managing Agent Signature

Email _____ **Date** _____

Return Form To: Fax: 866-976-7224 or Email: Compliance@e-hps.com

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Heartland

GOVERNMENT AND EDUCATION MERCHANT PROCESSING AGREEMENT

☐ Card Only ☐ ACH Only ☒ Dual

HEARTLAND CONTACT INFORMATION

RM: Kacie Long Phone: (208)340-1075 Fax: 866-509-6144

Affiliate/Partner ID : Affiliate Name: Current MID:

COMPANY INFORMATION

Merchant DBA Name: CCHD - Environmental Health DBA Phone#: 1 (406) 791-9290

Address: 115 4th Street South # Locations: 9

City: Great Falls State: MT Zip: 59405

CS Phone #: 1 (406) 791-9290 Fax #: 1 (406) 454-6959

Primary Contact Name: Joey McDermand Phone #:

Authorized to Purchase: ☐ Yes ☐ No

Secondary Contact Name: Pam Beck Phone #:

Authorized to Purchase: ☐ Yes ☐ No

Email Address: kfoster@cascadecountymt.gov
(Heartland InfoCentral Admin User Email Address)

Email Contact: First Name: Kelton Last Name: Foster

Website Address: http://www.cchdmt.org

Legal Name: Cascade County Federal Tax ID / EIN: 81-6001343
(Please Complete – Must correspond with IRS Filing Name) (Must correspond with Legal Name)

Address: 121 4th Street North #1A Phone #: 406-454-6853

City: Great Falls State: MT Zip: 59403

CARD FEE SCHEDULE

Service Requested	Discount Rate	Discount Per Item	Trans Fee Dial	Trans Fee IP	Annual Volume: $ 226114	Average Ticket: $ 144.94
Visa	2.95 %	$	$	$		
MasterCard	2.95 %	$	$	$	☒ Service Fee (Pass Through/Single Transaction)	
Discover/JCB	2.95 %	$	$	$	☐ COST PLUS	
PayPal	2.95 %	$	$	$		
PIN Debit*			$	$	*Plus Applicable Debit Network Fees	
TSYS Authorization			$	$		
American Express	2.95 %	$	$	$	**Annual Volume:** $ 67,834.20	**Average Ticket:** $ 144.94
					Note: OptBlue Annual Processing Volume > $1 Million must go Direct	
					☒ OptBlue	
					☒ I opt out of receiving marketing material from American Express	

American Express Merchant #:	American Express Franchise Name:	Franchise CAP #:

RECURRING FEES

Chargeback Fee:	$ 25	Bolletta Fee:	$ 0	Voice Auth Fee:	$0.65	SRM Fee:	$8.50

INTERCHANGE QUALIFICATION	CARD ACCEPTANCE	DEPOSIT METHOD	SETTLEMENT
☒ MOTO/Internet ☒ Retail ☒ Small Ticket	☒ All Cards Accepted	☒ Standard	☐ Monthly ☐ Daily Net ☐ Daily Split

SALES METHOD				CARD PROCESSING METHOD	
On Premise Face to Face Sales	50%	Mail Order Sales	%	Card Swipe	50 %
Off Premise Face to Face Sales	%	Real-Time Internet	50 %	Keyed / Card Not Present	50 %
Inbound Telephone Order Sales	%	Internet (keyed)	%		**Total = 100%**
Outbound Telephone Order Sales	%	Recurring Billing	%		
			Total = 100%		

What percentage of your Bankcard volume is future delivery 0 %

ACH FEE SCHEDULE

Enable ACH Account Verification: ☒ Yes ☐ No

Fee Type	Dollar	Percentage
☐ Transaction Fee	$	%
■ Service Fee	$ 3.00	%
☒ Return Item Fee	$5.00	
☐ Re-presentment Fee*	$2.00	

*Re-presentment (Limitation of 2 per NACHA guidelines)

Please provide the expected ACH data below.

Annual ACH Volume	$ 67,834.20
Average ACH Ticket Amount	$ 144.94
Average Number of ACH Transaction per Month	39
High ACH Ticket Amount	$ 10000
High Ticket Frequency	Quarterly
Max ACH Limit	$ 25000

Note: For High Ticket Transactions, an additional 15bp will be assessed on the amount above $10,000.

ACH PROCESSING METHOD

Note: Must equal 100%	Single ACH Debit	Recurring ACH Debit	Credit
CCD (Corporate Credit or Debit)	%	%	%
PPD (Prearranged Payment and Deposit)	%	%	%
TEL (Telephone)	%		
WEB	100 %	%	%

☒ **ACH Debit** (PPD/CCD/WEB)

☐ **ACH Conversion** – Certification Required (BOC/ARC/POP)

☒ **ACH TEL** (IVR / Other TEL Entry Types*)

Vendor: ☒ Heartland ☐ Third Party:

*Merchant can accept ACH payments via Cashier/Virtual terminal; however, call must be recorded and be available as proof of authorization.

Terminal Type:

Check Reader/Imager:

Virtual Terminal:

Number of Terminals:

ACH DESCRIPTOR

Phone number as it will appear on customer statements: 1 (406) 791-9290

Company name as it will appear on customer bank statements (Max 16 Characters): CCHD - Environmental Health

AUTHORIZATION METHOD (Not applicable to ACH Conversion)

Which authorization procedure does Merchant utilize to confirm customers consent to an ACH Debit:

☒ **Signed written authorization from customer (Does not apply to Web)**

☐ Heartland provides Authorization Form Template
☐ Merchant created Authorization Form

☒ **Web Authorization (Applies to Web only)**

☐ Customer provides electronic signature ☐ Customer logs in a username and password

☒ **Recorded Verbal Authorization (Tel Only)**

☐ Heartland provided script ☐ Merchant created script

If utilizing Recorded Verbal Authorization; check one of the following:

☐ Hosted secure IVR (Automated or Live Agent) recording services offered by Heartland
☐ Merchant has existing recording service to capture verbal customer authorizations

How are recordings stored:

☐ Via website URL:

☐ Via phone: #:

REQUIRED: When Merchant utilizes their own Authorization Script this must be submitted with ACH Application.

MERCHANT DETAIL

Type of Business: ☒ Public ☐ Private	Date Business Started:	**Business is Conducted: 100% Consumer**
Type of Ownership: ☐ Corporation ☒ Government ☐ Municipalities		Are web based sales processed by HPS: Yes
What Products and / or services do you provide: Environmental Health - licensing, inspections, septic systems, food safety		
Is there a peak week / date in the month for processing recurring transactions: (i.e., 1st and 15th):		
Define your Refund Policy: duplicate transaction		

PCI Compliance

Is your business PCI Compliant: ■ Yes ☐ No

Does your company utilize a Data Storage Entity or Merchant Servicer that has access to card member data (i.e., Payment gateway or data warehouse, etc.): ☐ **Yes** ☒ **No**

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized:

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Heartland when it changes its point of sale software, system, application or vendor: ☒ Yes ☐ No ☐ N/A

Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office): ☐ Yes ☐ No ☒ N/A

Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized: ☐ Yes ☐ No ☒ N/A

The signing merchant listed below has experienced an account data compromise.*:
☐ Yes ☐ No ☒ N/A ☐ I have never accepted payment cards.)

If yes, what was the date of the compromise:_____ Copy of the completed Forensic Investigation is required with the Application.

The signing merchant listed below is storing Sensitive Authentication Data** (even if encrypted) after the transaction has been authorized: ☐ Yes ☐ No ☒ N/A ☐ I have never accepted payment cards.)

Merchant utilizes an EMV enabled terminal: ☒ Yes ☐ No ☐ N/A

*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.
**Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Heartlands request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.

STATEMENT OPTIONS		DISPUTE LETTERS
Statement Type:	☒ Standard	Mail Options: ☐ Legal ☐ DBA
Mail Statements To:	☒ Suppress Statements ☐ Legal	Electronic Options* ☐ Email ☐ Fax (*Select mail option as backup)
☐ All Electronic Communications (Including ACH Returns): ☐ Same Email as InfoCentral ☐ Preferred Email Address:		

AUTHORIZED SIGNER(S) INFORMATION

(1) Authorized Signer Name:		Title:	
SSN:	DOB:	Driver's License #:	
Home Address	City:	ST:	Zip:
(2) Authorized Signer Name:		Title:	
SSN:	DOB:	Driver's License #:	
Home Address:	City:	ST:	Zip:

Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement".

DEBIT / CREDIT AUTHORIZATION

By signing below, Merchant certifies that any verification of business provided is for a business account in good standing and that the business name on the account is the same as the business name on the enclosed Heartland Payment Systems Merchant Application. Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings/GL Account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

Depository Bank Name: US Bank	Phone #: 406.447.5251	
City: Helena	ST: MT	Zip: 59601

CARD	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☒ Checking ☐ Savings	123000848	1-539-1089-3277
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☒ Both	Name as it appears on Account: TREASURER OF CASCADE COUNTY	

	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☐ Checking ☐ Savings		
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☐ Both	Name as it appears on Account:	

ACH	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☒ Checking ☐ Savings	123000848	1-539-1089-3277
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☒ Both	Name as it appears on Account: TREASURER OF CASCADE COUNTY	

	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☐ Checking ☐ Savings		
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☐ Both	Name as it appears on Account:	

AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION

Has your business filed Bankruptcy, had Judgments or Liens within the last 3 years: ☐ **Yes** ☒ **No**

Merchant authorizes Acquirer, reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions which together with this application shall constitute the agreement(s) between the parties. **I further certify that this business or any Owner/Officer/Authorized Signer has never been terminated by any Card Brand.**

X SIGN HERE

(1) Authorized Signer Signature **Print Name & Title** **Date**

X SIGN HERE

(2) Authorized Signer Signature **Print Name & Title** **Date**

THE TERM OF THIS AGREEMENT IS 60 **MONTHS**

Heartland

Bolletta Merchant Setup Form

Merchant Information			
☒ New Bolletta User Group ☒ Existing Bolletta User Group (Indicate):			
DBA: CCHD - Environmental Health		RM: Kacie Long	
Address: 115 4th Street South	City: Great Falls	State: MT	Zip: 59405
Business Phone: 1 (406) 791-9290	Business Email:		
Primary Contact Name: Kelton Foster	Phone: (406)-454-6796	Email: kfoster@cascadecountymt.gov	
Merchant Website/URL: http://www.cchdmt.org			
☒ Bolletta Notifications:	Name:	Email:	

Product Types (Check all that applies; * Certification Letter is Required)

Bolletta Web	Bolletta Card Present	Bolletta IVR	Bolletta MOTO/ Manual Entry
☒ Payment Portal	☒ Desktop Cashier	☒ Standard	☒ Virtual Terminal
☐ SecurePay* (Hosted by HPS)	☒ Cashier w/XML Screen Pop*	☐ SecurePay IVR*	☒ SecurePay MOTO*
☐ Web Service API* (Not hosted by HPS)		☐ Web Service API*	
☐ QuickPay*			

Partners	Mobile Cashier	SecurePay Data Post:
Partner Name:	OS Version:	Data Post URL:
Billing Software:	Device Model:	Return URL:
Note: Certification Required	Model/Type:	Cancel URL:
		IP Address:

Features (Indicate all fields' merchant needs to capture and/or that are required.)

Example Only	**Bill Type 1 and Bill Type ID are REQUIRED to avoid setup delays.** If accepting multiple Bill Types, complete the field below and/or capture the information requested for each additional Bill Type needed in the Additional Notes section of page 2.
**Required* ☒ *Bill Type*:Water Bill*	☒ Bill Type 1*:
☒ *ID 1*:Billing Account Number*	☒ ID 1*:
☐ *ID 2: Invoice Number*	☒ ID 2:
☐ *ID 3: Order Number*	☐ ID 3:
☐ *ID 4: Invoice Date Number*	☐ ID 4:

☐ Billing First Name	☐ Billing Street Address	☐ Billing State	☐ Billing Phone
☐ Billing Last Name	☐ Billing City	☒ Billing Zip	☐ Email Address

Convenience Fee	Time Zone		Auto Close (Required)
☒ Yes	☐ Alaska	☐ Hawaii	Auto Close Hour: 23:55 (Random Minute Generated)
☐ No	☐ Arizona	☒ Mountain	☐ AM ☒ PM
	☐ Central	☐ Pacific	(Default is 23:55)
	☐ Eastern		

Address Verification System Default for all Non-Match setting is "Decline", if not specified.	**Card Security Code (CVV) Option Settings** Default for all Non-Match setting is "Decline", if not specified.
☐ Approve all AVS Non-Matches – Both Address & Zip are No Match ☐ Approve Zip Code Match only ☐ Approve all International AVS Responses	☐ Approve all CVV Non-Matches

Merchant expressly acknowledges and agrees that selecting any of the options and/or services listed above may cause transactions submitted hereunder to be subject to higher interchange rates and increases the risk of chargebacks and disputes from the applicable cardholder.

X SIGN HERE

Owner/Officer Signature	Name and Title	Date

Heartland

Bolletta Merchant Setup Form (Continued)

☒ Bolletta MerchantView (Merchants are automatically setup with access.)

User First Name / Last Name	Email Address	User Role
Ex: Joan Smith	*Ex: JSmith@email.com*	*Ex: Group Admin*
Kelton Foster	kfoster@cascadecountymt.gov	Group Admin ----------

IVR (Note: it is required that both scripts below are entered.)

Merchant Customer Service Number:

Welcome Scripts: ☐ Text to Speech ☐ Recorded - Professional Recording Studio Fees Apply.

Provide Welcome Script (Required) – Maximum of 3 Sentences **Ex: Welcome Phrase: "**Thank you for calling the Heartland Utility District's Bill Payment System managed by HPS Billing Services. "

Provide Enter Account Number Script (Required) – Maximum of 3 Sentences **Ex: Enter Account Phrase**: "Please have your current statement available. You will need to know your account number and the amount due. Please enter your account number, located in the upper right corner of your current statement. Please leave out both the dashes and enter all the numbers on either side of dashes. When you're finished, press the pound key."

Additional Features	Payment Portal Features
☐ Tokenization **Only available with the API solution.**	☐ Required Length of Account Number:
☐ Dynamic Descriptor (Certification Required) Short DBA Name Length: ☐ 3 ☐ 7 ☐ 12 Short DBA:	☐ My Account ☐ Add Bill Lookup*** ☐ Multiple Bill Pay**
	Email copy of Receipts to:

****Multiple Bill Pay is supported only for merchants who want multiple Bill Pay utilizing Percentage Convenience or Absorbed Fee. If accepting more than two Bill Payment Types, please provide applicable information in Additional Notes.**

***** SPT will reach out for additional required information.**

If accepting ACH, does Merchant wish to enable Return Notification to Consumers: ☐ Yes ☐ No

If accepting multiple Bill Types, complete fields below.

☒ Bill Type 2*:	☒ Bill Type 3*:
☒ ID 1*:	☒ ID 1*:
☐ ID 2:	☐ ID 2:
☐ ID 3:	☐ ID 3:
☐ ID 4:	☐ ID 4:

Additional Notes

Heartland
Payments

Visa and Mastercard Registration Form

For registration in the Visa and Mastercard merchant programs this form must be completed and submitted to Operational Compliance. A signature is required prior to registration. Merchant chains must complete a separate form for each location. Registration and/or changes to an existing registration may take up to 45 days.

MERCHANT INFORMATION

CCHD - Environmental Health	Cascade County	
DBA NAME	**LEGAL NAME**	**MERCHANT ID (If existing Merchant)**
115 4th Street South	121 4th Street North #1A	
DBA STREAT ADDRESS	**LEGAL STREET ADDRESS**	**CHAIN NAME**
Great Falls MT 59405	Great Falls MT 59403	
DBA CITY / STATE / ZIP	**LEGAL CITY / STATE / ZIP**	**MCC (If Known)**
Joey McDermand	Matthew Pfeninger Revenue Accountant	
DBA CONTACT NAME AND TITLE	**LEGAL CONTACT NAME AND TITLE**	**DATE SIGNED WITH HPS**
1 (406) 791-9290 / 1 (406) 454-6959	Matthew Pfeninger Revenue Accountant	http://www.cchdmt.org
DBA CONTACT PHONE / FAX NUMBER	**LEGAL CONTACT PHONE / FAX NUMBER**	**WEBSITE ADDRESS**
	mpfeninger@cascadecountymt.gov	
DBA CONTACT EMAIL ADDRESS	**LEGAL CONTACT EMAIL ADDRESS**	**ABP ENABLED:** ☐ Yes ☐ No
NUMBER OF CUSTOMERS		**NEW VISA ACCEPTOR:** ☐ Yes ☐ No

VISA GOVERNMENT AND EDUCATION PROGRAM

TYPES OF PAYMENTS PROCESSED (Check all that apply)

☐	Personal Income:	☐ *Federal*	☐ *State*	☐ *Local*	☒	Other Property Taxes (Specify):
☐	Business Income:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Higher Education, Business or Trade Schools
☐	Payroll/Unemployment Taxes:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Fines
☐	Sales and Use:	☐ *Federal*	☐ *State*	*N/A*	☐	Court Costs
☐	Real Estate Property:	*N/A*	*N/A*	☐ *Local*	☐	Miscellaneous Government Services

SUPPORTED CHANNELS FOR VISA CARD ACCEPTANCE

☒	Face-to-Face	☒	Internet – Website Address Required:	http://www.cchdmt.org
☒	Phone / IVR	☐	Other – Specify:	

TYPE OF PRODUCTS ACCEPTED (Please Specify)

☒	Visa Debit Cards	Per Item Fee*:	2.95%
☒	Visa Commercial / Credit Service Cards	Per Item Fee*:	2.95%

*Note: This fee can be a flat or variable fee; not both.

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REGISTRATION PROGRAMS (Select one applicable program from the options below)

☐ **MASTERCARD CONSUMER LOAN PROGRAM**

- Merchant must be properly designated as MCC 6012 or 6051(i.e., Financial or Non-Financial Institutions).
- Transaction must be a consumer payment of a mortgage, auto, student loan or credit card payment.
- All Merit 1 interchange rate requirements apply and the special interchange is only applicable to Consumer Signature Debit and Consumer Signature Prepaid Cards.
- Merchant cannot charge the cardholder more than a $4.95 convenience fee.

☐ **VISA GOVERNMENT -TO- GOVERNMENT PROGRAM**

- Merchant must accept Visa as a means of payment regardless of payment channel including but not limited to Face to Face, Mail/Telephone and Online.
- Merchant must be eligible Government Services MCC 9399 or Government Postal Services MCC 9402.
- Merchant must feature the opportunity to pay with Visa at least as prominently as all other payment methods.
- Merchant must comply with all Visa Operating Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on the merchant website.

☒ **VISA GOVERNMENT AND HIGHER EDUCATION PROGRAM**

- Merchant must feature the opportunity to pay with Visa at least as prominently as all other payment methods.
- Merchant must comply with all Visa Operating Regulations including the display of the Visa Logo.
- Merchant must accept Visa as a means of payment in all channels i.e., Face to Face, MOTO, Internet, as applicable.
- Merchant must work through their Acquirer to become registered. Merchant may not charge the fee until approved by Visa.
- Merchant must clearly disclose fees to the Visa Cardholder and meet Cardholder fee requirements. Qualified Visa Consumer Credit, Debit (including Prepaid) and Commercial Products may be charged a variable fee by participants in the program. Convenience Fees must be submitted as a separate transaction to Heartland Payment Systems. Both card present and card not present environments are eligible.

☐ **VISA NEW DEBT REPAYMENT 2**

or

☐ **VISA NEW DEBT REPAYMENT – NO FEES**

VISA NEW DEBT REPAYMENT 2

- Merchant must be properly designated as MCC 6012 or 6051 (i.e. financial or non-financial institutions). Merchants providing debt collection services, any debt that has been charged off and sold to a collection agency, time-barred debt, and payday loans are not eligible.
- Merchant must accept Visa as a means of payment in all channels and NOT accept US issued Visa credit for debt repayment transactions.
- Transaction must qualify as CPS/card not present or CPS/e-commerce.
- Merchant can charge only a convenience fee to Cardholders for Visa transactions.
- Merchant must display signage to reflect the type of cards they accept.
- In the authorization and clearing records of each transaction, the merchant must submit the existing debt and bill pay indicators.
- Merchant must comply with all Visa USA Inc. Operation Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on merchant website.

VISA NEW DEBT REPAYMENT NO FEES

- Merchant must be properly designated as MCC 6012 or 6051 (i.e. financial or non-financial institutions). Merchants providing debt collection services, any debt that has been charged off and sold to a collection agency, time-barred debt, and payday loans are not eligible.
- Merchant must accept Visa as a means of payment in all channels and NOT accept US issued Visa credit for debt repayment transactions.
- Transaction must qualify as CPS/card not present or CPS/e-commerce.
- Merchant does not charge Cardholders fees of any type for Visa transactions.
- Merchant must display signage to reflect the type of cards they accept.
- In the authorization and clearing records of each transaction, the merchant must submit the existing debt and bill pay indicators.
- Merchant must comply with all Visa USA Inc. Operation Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on merchant website.

ACKNOWLEGEMENT

I, the undersigned, hereby affirm that I have accurately represented my business and that it meets all of the qualifications necessary to be registered for the Visa and/or Mastercard Program I have indicated above. I additionally understand that if Visa and/or Mastercard determine that my business is not compliant; the Card Schemes may impose noncompliance assessments and fines for which I will be responsible. Visa/Mastercard reserve the right to modify or discontinue merchant participation as deemed necessary. This document and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature.

Name of the Requestor of Change _____ **Title** _____

☐ Owner ☐ Officer ☐ Authorized Signer ☐ Management Agent*
(*Please provide copy of Management Agreement)

Note: Signer must be the original signer of the HPS Merchant Processing Agreement and/or provide a letter of authorization.

X _____
Owner / Officer / Authorized Signer / Managing Agent Signature

Email _____ **Date** _____

Return Form To: Fax: 866-976-7224 or Email: Compliance@e-hps.com

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Heartland

GOVERNMENT AND EDUCATION MERCHANT PROCESSING AGREEMENT

☐ Card Only ☐ ACH Only ☒ Dual

HEARTLAND CONTACT INFORMATION

RM: Kacie Long Phone: (208)340-1075 Fax: 866-509-6144

Affiliate/Partner ID : Affiliate Name: Current MID:

COMPANY INFORMATION

Merchant DBA Name: CCHD - Prevention Services DBA Phone#: 1 (406) 791-9290

Address: 115 4th Street South # Locations: 9

City: Great Falls State: MT Zip: 59405

CS Phone #: 1 (406) 791-9290 Fax #: 1 (406) 454-6959

Primary Contact Name: Joey McDermand Phone #:

Authorized to Purchase: ☐ Yes ☐ No

Secondary Contact Name: Lenore Harris Phone #:

Authorized to Purchase: ☐ Yes ☐ No

Email Address: kfoster@cascadecountymt.gov
(Heartland InfoCentral Admin User Email Address)

Email Contact: First Name: Kelton Last Name: Foster

Website Address: http://www.cchdmt.org

Legal Name: Cascade County Federal Tax ID / EIN: 81-6001343
(Please Complete – Must correspond with IRS Filing Name) (Must correspond with Legal Name)

Address: 121 4th Street North #1A Phone #: 406-454-6853

City: Great Falls State: MT Zip: 59403

CARD FEE SCHEDULE

Service Requested	Discount Rate	Discount Per Item	Trans Fee Dial	Trans Fee IP	Annual Volume: $ 226114	Average Ticket: $ 144.94
Visa	2.95 %	$	$	$		
MasterCard	2.95 %	$	$	$	☒ Service Fee (Pass Through/Single Transaction)	
Discover/JCB	2.95 %	$	$	$	☐ COST PLUS	
PayPal	2.95 %	$	$	$		
PIN Debit*			$	$	*Plus Applicable Debit Network Fees	
TSYS Authorization			$	$		
American Express	2.95 %	$	$	$	**Annual Volume:** $ 30000	**Average Ticket:** $ 144.94
					Note: OptBlue Annual Processing Volume > $1 Million must go Direct	
					☒ OptBlue ☒ I opt out of receiving marketing material from American Express	

American Express Merchant #:	American Express Franchise Name:	Franchise CAP #:

RECURRING FEES

Chargeback Fee:	$ 25	Bolletta Fee:	$ 0	Voice Auth Fee:	$0.65	SRM Fee:	$8.50

INTERCHANGE QUALIFICATION	CARD ACCEPTANCE	DEPOSIT METHOD	SETTLEMENT
☒ MOTO/Internet ☒ Retail ☒ Small Ticket	☒ All Cards Accepted	☒ Standard	☐ Monthly ☐ Daily Net ☐ Daily Split

SALES METHOD				CARD PROCESSING METHOD	
On Premise Face to Face Sales	50%	Mail Order Sales	%	Card Swipe	50 %
Off Premise Face to Face Sales	%	Real-Time Internet	50%	Keyed / Card Not Present	50 %
Inbound Telephone Order Sales	%	Internet (keyed)	%		**Total = 100%**
Outbound Telephone Order Sales	%	Recurring Billing	%		
			Total = 100%		

What percentage of your Bankcard volume is future delivery 0 %

ACH FEE SCHEDULE

Enable ACH Account Verification: ☒Yes ☐No

Fee Type	Dollar	Percentage
☐ Transaction Fee	$	%
■ Service Fee	$ 3.00	%
☒ Return Item Fee	$5.00	
☐ Re-presentment Fee*	$2.00	

*Re-presentment (Limitation of 2 per NACHA guidelines)

Please provide the expected ACH data below.

Annual ACH Volume	$ 67834.2
Average ACH Ticket Amount	$ 144.94
Average Number of ACH Transaction per Month	39.00131089
High ACH Ticket Amount	$ 10000
High Ticket Frequency	Quarterly
Max ACH Limit	$ 25000

Note: For High Ticket Transactions, an additional 15bp will be assessed on the amount above $10,000.

ACH PROCESSING METHOD

Note: Must equal 100%	Single ACH Debit	Recurring ACH Debit	Credit
CCD (Corporate Credit or Debit)	%	%	%
PPD (Prearranged Payment and Deposit)	%	%	%
TEL (Telephone)	%		
WEB	100 %	%	%

☒ **ACH Debit** (PPD/CCD/WEB)

☐ **ACH Conversion** – Certification Required (BOC/ARC/POP)

☒ **ACH TEL** (IVR / Other TEL Entry Types*)

Vendor: ☒ Heartland ☐ Third Party:

*Merchant can accept ACH payments via Cashier/Virtual terminal; however, call must be recorded and be available as proof of authorization.

Terminal Type:

Check Reader/Imager:

Virtual Terminal:

Number of Terminals:

ACH DESCRIPTOR

Phone number as it will appear on customer statements: 1 (406) 791-9290

Company name as it will appear on customer bank statements (Max 16 Characters): CCHD - Prevention Services

AUTHORIZATION METHOD (Not applicable to ACH Conversion)

Which authorization procedure does Merchant utilize to confirm customers consent to an ACH Debit:

☒ **Signed written authorization from customer (Does not apply to Web)**

☐ Heartland provides Authorization Form Template
☐ Merchant created Authorization Form

☒ **Web Authorization (Applies to Web only)**

☐ Customer provides electronic signature ☐ Customer logs in a username and password

☒ **Recorded Verbal Authorization (Tel Only)**

☐ Heartland provided script ☐ Merchant created script

If utilizing Recorded Verbal Authorization; check one of the following:

☐ Hosted secure IVR (Automated or Live Agent) recording services offered by Heartland
☐ Merchant has existing recording service to capture verbal customer authorizations

How are recordings stored:

☐ Via website URL:

☐ Via phone: #:

REQUIRED: When Merchant utilizes their own Authorization Script this must be submitted with ACH Application.

MERCHANT DETAIL		
Type of Business: ☒ Public ☐ Private	Date Business Started:	**Business is Conducted: 100% Consumer**
Type of Ownership: ☐ Corporation ☒ Government ☐ Municipalities		Are web based sales processed by HPS: Yes
What Products and / or services do you provide: Prevention Services - communicable disease, immunizations, WIC, family home vis		
Is there a peak week / date in the month for processing recurring transactions: (i.e., 1st and 15th):		
Define your Refund Policy: duplicate transaction		

PCI Compliance

Is your business PCI Compliant: ■ Yes ☐ No

Does your company utilize a Data Storage Entity or Merchant Servicer that has access to card member data (i.e., Payment gateway or data warehouse, etc.): ☐ **Yes** ☒ **No**

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized:

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Heartland when it changes its point of sale software, system, application or vendor: ☒ Yes ☐ No ☐ N/A

Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office): ☐ Yes ☐ No ☒ N/A

Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized: ☐ Yes ☐ No ☒ N/A

The signing merchant listed below has experienced an account data compromise.*:
☐ Yes ☐ No ☒ N/A ☐ I have never accepted payment cards.)

If yes, what was the date of the compromise:_____ Copy of the completed Forensic Investigation is required with the Application.

The signing merchant listed below is storing Sensitive Authentication Data** (even if encrypted) after the transaction has been authorized: ☐ Yes ☐ No ☒ N/A ☐ I have never accepted payment cards.)

Merchant utilizes an EMV enabled terminal: ☒ Yes ☐ No ☐ N/A

*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.
**Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Heartlands request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.

STATEMENT OPTIONS		DISPUTE LETTERS
Statement Type:	☒ Standard	Mail Options: ☐ Legal ☐ DBA
Mail Statements To:	☒ Suppress Statements ☐ Legal	Electronic Options* ☐ Email ☐ Fax (*Select mail option as backup)
☐ All Electronic Communications (Including ACH Returns): ☐ Same Email as InfoCentral ☐ Preferred Email Address:		

AUTHORIZED SIGNER(S) INFORMATION

(1) Authorized Signer Name:		Title:	
SSN:	DOB:	Driver's License #:	
Home Address	City:	ST:	Zip:
(2) Authorized Signer Name:		Title:	
SSN:	DOB:	Driver's License #:	
Home Address:	City:	ST:	Zip:

Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement".

DEBIT / CREDIT AUTHORIZATION

By signing below, Merchant certifies that any verification of business provided is for a business account in good standing and that the business name on the account is the same as the business name on the enclosed Heartland Payment Systems Merchant Application. Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings/GL Account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

Depository Bank Name: US Bank	Phone #: 406.447.5251	
City: Helena	ST: MT	Zip: 59601

CARD	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☒ Checking ☐ Savings	123000848	1-539-1089-3277
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☒ Both	Name as it appears on Account: : TREASURER OF CASCADE COUNTY	

	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☐ Checking ☐ Savings		
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☐ Both	Name as it appears on Account:	

ACH	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☒ Checking ☐ Savings	123000848	1-539-1089-3277
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☒ Both	Name as it appears on Account: : TREASURER OF CASCADE COUNTY	

	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	☐ Checking ☐ Savings		
FUNDS TRANSFER METHOD	☐ Deposits ☐ Fees ☐ Both	Name as it appears on Account:	

AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION

Has your business filed Bankruptcy, had Judgments or Liens within the last 3 years: ☐ **Yes** ☒ **No**

Merchant authorizes Acquirer, reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions which together with this application shall constitute the agreement(s) between the parties. **I further certify that this business or any Owner/Officer/Authorized Signer has never been terminated by any Card Brand.**

X SIGN HERE

(1) Authorized Signer Signature **Print Name & Title** **Date**

X SIGN HERE

(2) Authorized Signer Signature **Print Name & Title** **Date**

THE TERM OF THIS AGREEMENT IS 60 MONTHS

Heartland

Bolletta Merchant Setup Form

Merchant Information			
☒ New Bolletta User Group ☒ Existing Bolletta User Group (Indicate):			
DBA: CCHD - Prevention Services		RM: Kacie Long	
Address: 115 4th Street South	City: Great Falls	State: MT	Zip: 59405
Business Phone: 1 (406) 791-9290	Business Email:		
Primary Contact Name: Kelton Foster	Phone: (406)-454-6796	Email: kfoster@cascadecountymt.gov	
Merchant Website/URL: http://www.cchdmt.org			
☒ Bolletta Notifications:	Name:	Email:	

Product Types (Check all that applies; * Certification Letter is Required)

Bolletta Web	Bolletta Card Present	Bolletta IVR	Bolletta MOTO/ Manual Entry
☒ Payment Portal	☒ Desktop Cashier	☒ Standard	☒ Virtual Terminal
☐ SecurePay* (Hosted by HPS)	☒ Cashier w/XML Screen Pop*	☐ SecurePay IVR*	☒ SecurePay MOTO*
☐ Web Service API* (Not hosted by HPS)		☐ Web Service API*	
☐ QuickPay*			

Partners	Mobile Cashier	SecurePay Data Post:
Partner Name:	OS Version:	Data Post URL:
Billing Software:	Device Model:	Return URL:
Note: Certification Required	Model/Type:	Cancel URL:
		IP Address:

Features (Indicate all fields' merchant needs to capture and/or that are required.)

Example Only	**Bill Type 1 and Bill Type ID are REQUIRED to avoid setup delays.** If accepting multiple Bill Types, complete the field below and/or capture the information requested for each additional Bill Type needed in the Additional Notes section of page 2.
**Required* ☒ *Bill Type*:Water Bill*	☒ Bill Type 1*:
☒ *ID 1*:Billing Account Number*	☒ ID 1*:
☐ *ID 2: Invoice Number*	☒ ID 2:
☐ *ID 3: Order Number*	☐ ID 3:
☐ *ID 4: Invoice Date Number*	☐ ID 4:

☐ Billing First Name	☐ Billing Street Address	☐ Billing State	☐ Billing Phone
☐ Billing Last Name	☐ Billing City	☒ Billing Zip	☐ Email Address

Convenience Fee	Time Zone		Auto Close (Required)
☒ Yes	☐ Alaska	☐ Hawaii	Auto Close Hour: 23:55 (Random Minute Generated)
☐ No	☐ Arizona	☒ Mountain	☐ AM ☒ PM
	☐ Central	☐ Pacific	(Default is 23:55)
	☐ Eastern		

Address Verification System Default for all Non-Match setting is "Decline", if not specified.	**Card Security Code (CVV) Option Settings** Default for all Non-Match setting is "Decline", if not specified.
☐ Approve all AVS Non-Matches – Both Address & Zip are No Match ☐ Approve Zip Code Match only ☐ Approve all International AVS Responses	☐ Approve all CVV Non-Matches

Merchant expressly acknowledges and agrees that selecting any of the options and/or services listed above may cause transactions submitted hereunder to be subject to higher interchange rates and increases the risk of chargebacks and disputes from the applicable cardholder.

X SIGN HERE

Owner/Officer Signature	Name and Title	Date

Heartland

Bolletta Merchant Setup Form (Continued)

☒ Bolletta MerchantView (Merchants are automatically setup with access.)

User First Name / Last Name	Email Address	User Role
Ex: Joan Smith	*Ex: JSmith@email.com*	*Ex: Group Admin*
Kelton Foster	kfoster@cascadecountymt.gov	Group Admin ----------

IVR (Note: it is required that both scripts below are entered.)

Merchant Customer Service Number:

Welcome Scripts: ☐ Text to Speech ☐ Recorded - Professional Recording Studio Fees Apply.

Provide Welcome Script (Required) – Maximum of 3 Sentences **Ex: Welcome Phrase: "**Thank you for calling the Heartland Utility District's Bill Payment System managed by HPS Billing Services. "

Provide Enter Account Number Script (Required) – Maximum of 3 Sentences **Ex: Enter Account Phrase**: "Please have your current statement available. You will need to know your account number and the amount due. Please enter your account number, located in the upper right corner of your current statement. Please leave out both the dashes and enter all the numbers on either side of dashes. When you're finished, press the pound key."

Additional Features	Payment Portal Features
☐ Tokenization **Only available with the API solution.**	☐ Required Length of Account Number:
☐ Dynamic Descriptor (Certification Required) Short DBA Name Length: ☐ 3 ☐ 7 ☐ 12 Short DBA:	☐ My Account ☐ Add Bill Lookup*** ☐ Multiple Bill Pay**
	Email copy of Receipts to:

****Multiple Bill Pay is supported only for merchants who want multiple Bill Pay utilizing Percentage Convenience or Absorbed Fee. If accepting more than two Bill Payment Types, please provide applicable information in Additional Notes.**

***** SPT will reach out for additional required information.**

If accepting ACH, does Merchant wish to enable Return Notification to Consumers: ☐ Yes ☐ No

If accepting multiple Bill Types, complete fields below.

☒ Bill Type 2*:	☒ Bill Type 3*:
☒ ID 1*:	☒ ID 1*:
☐ ID 2:	☐ ID 2:
☐ ID 3:	☐ ID 3:
☐ ID 4:	☐ ID 4:

Additional Notes

Heartland
Payments

Visa and Mastercard Registration Form

For registration in the Visa and Mastercard merchant programs this form must be completed and submitted to Operational Compliance. A signature is required prior to registration. Merchant chains must complete a separate form for each location. Registration and/or changes to an existing registration may take up to 45 days.

MERCHANT INFORMATION

CCHD - Prevention Services	Cascade County	
DBA NAME	**LEGAL NAME**	**MERCHANT ID (If existing Merchant)**
115 4th Street South	121 4th Street North #1A	
DBA STREAT ADDRESS	**LEGAL STREET ADDRESS**	**CHAIN NAME**
Great Falls MT 59405	Great Falls MT 59403	
DBA CITY / STATE / ZIP	**LEGAL CITY / STATE / ZIP**	**MCC (If Known)**
Matthew Pfeninger Revenue Account Manager	Matthew Pfeninger Revenue Account Manag	
DBA CONTACT NAME AND TITLE	**LEGAL CONTACT NAME AND TITLE**	**DATE SIGNED WITH HPS**
1 (406) 791-9290 / 1 (406) 454-6959	1 (406)-454-6853 / 1(406) 454-6909	http://www.cchdmt.org
DBA CONTACT PHONE / FAX NUMBER	**LEGAL CONTACT PHONE / FAX NUMBER**	**WEBSITE ADDRESS**
	mpfeninger@cascadecountymt.gov	
DBA CONTACT EMAIL ADDRESS	**LEGAL CONTACT EMAIL ADDRESS**	**ABP ENABLED:** ☐ Yes ☐ No
NUMBER OF CUSTOMERS		**NEW VISA ACCEPTOR:** ☐ Yes ☐ No

VISA GOVERNMENT AND EDUCATION PROGRAM

TYPES OF PAYMENTS PROCESSED (Check all that apply)

☐	Personal Income:	☐ *Federal*	☐ *State*	☐ *Local*	☒	Other Property Taxes (Specify):
☐	Business Income:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Higher Education, Business or Trade Schools
☐	Payroll/Unemployment Taxes:	☐ *Federal*	☐ *State*	☐ *Local*	☐	Fines
☐	Sales and Use:	☐ *Federal*	☐ *State*	*N/A*	☐	Court Costs
☐	Real Estate Property:	*N/A*	*N/A*	☐ *Local*	☐	Miscellaneous Government Services

SUPPORTED CHANNELS FOR VISA CARD ACCEPTANCE

☒	Face-to-Face	☒	Internet – Website Address Required:	http://www.cchdmt.org
☒	Phone / IVR	☐	Other – Specify:	

TYPE OF PRODUCTS ACCEPTED (Please Specify)

☒	Visa Debit Cards	Per Item Fee*:	2.95%
☒	Visa Commercial / Credit Service Cards	Per Item Fee*:	2.95%

*Note: This fee can be a flat or variable fee; not both.

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REGISTRATION PROGRAMS (Select one applicable program from the options below)

☐ **MASTERCARD CONSUMER LOAN PROGRAM**

- Merchant must be properly designated as MCC 6012 or 6051(i.e., Financial or Non-Financial Institutions).
- Transaction must be a consumer payment of a mortgage, auto, student loan or credit card payment.
- All Merit 1 interchange rate requirements apply and the special interchange is only applicable to Consumer Signature Debit and Consumer Signature Prepaid Cards.
- Merchant cannot charge the cardholder more than a $4.95 convenience fee.

☐ **VISA GOVERNMENT -TO- GOVERNMENT PROGRAM**

- Merchant must accept Visa as a means of payment regardless of payment channel including but not limited to Face to Face, Mail/Telephone and Online.
- Merchant must be eligible Government Services MCC 9399 or Government Postal Services MCC 9402.
- Merchant must feature the opportunity to pay with Visa at least as prominently as all other payment methods.
- Merchant must comply with all Visa Operating Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on the merchant website.

☒ **VISA GOVERNMENT AND HIGHER EDUCATION PROGRAM**

- Merchant must feature the opportunity to pay with Visa at least as prominently as all other payment methods.
- Merchant must comply with all Visa Operating Regulations including the display of the Visa Logo.
- Merchant must accept Visa as a means of payment in all channels i.e., Face to Face, MOTO, Internet, as applicable.
- Merchant must work through their Acquirer to become registered. Merchant may not charge the fee until approved by Visa.
- Merchant must clearly disclose fees to the Visa Cardholder and meet Cardholder fee requirements. Qualified Visa Consumer Credit, Debit (including Prepaid) and Commercial Products may be charged a variable fee by participants in the program. Convenience Fees must be submitted as a separate transaction to Heartland Payment Systems. Both card present and card not present environments are eligible.

☐ **VISA NEW DEBT REPAYMENT 2**

or

☐ **VISA NEW DEBT REPAYMENT – NO FEES**

VISA NEW DEBT REPAYMENT 2

- Merchant must be properly designated as MCC 6012 or 6051 (i.e. financial or non-financial institutions). Merchants providing debt collection services, any debt that has been charged off and sold to a collection agency, time-barred debt, and payday loans are not eligible.
- Merchant must accept Visa as a means of payment in all channels and NOT accept US issued Visa credit for debt repayment transactions.
- Transaction must qualify as CPS/card not present or CPS/e-commerce.
- Merchant can charge only a convenience fee to Cardholders for Visa transactions.
- Merchant must display signage to reflect the type of cards they accept.
- In the authorization and clearing records of each transaction, the merchant must submit the existing debt and bill pay indicators.
- Merchant must comply with all Visa USA Inc. Operation Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on merchant website.

VISA NEW DEBT REPAYMENT NO FEES

- Merchant must be properly designated as MCC 6012 or 6051 (i.e. financial or non-financial institutions). Merchants providing debt collection services, any debt that has been charged off and sold to a collection agency, time-barred debt, and payday loans are not eligible.
- Merchant must accept Visa as a means of payment in all channels and NOT accept US issued Visa credit for debt repayment transactions.
- Transaction must qualify as CPS/card not present or CPS/e-commerce.
- Merchant does not charge Cardholders fees of any type for Visa transactions.
- Merchant must display signage to reflect the type of cards they accept.
- In the authorization and clearing records of each transaction, the merchant must submit the existing debt and bill pay indicators.
- Merchant must comply with all Visa USA Inc. Operation Regulations including visual representation of the blue, white and gold Visa Flag Symbol or Visa Word Mark on merchant website.

ACKNOWLEGEMENT

I, the undersigned, hereby affirm that I have accurately represented my business and that it meets all of the qualifications necessary to be registered for the Visa and/or Mastercard Program I have indicated above. I additionally understand that if Visa and/or Mastercard determine that my business is not compliant; the Card Schemes may impose noncompliance assessments and fines for which I will be responsible. Visa/Mastercard reserve the right to modify or discontinue merchant participation as deemed necessary. This document and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature.

Name of the Requestor of Change _____ **Title** _____

☐ Owner ☐ Officer ☐ Authorized Signer ☐ Management Agent*
(*Please provide copy of Management Agreement)

Note: Signer must be the original signer of the HPS Merchant Processing Agreement and/or provide a letter of authorization.

X _____
Owner / Officer / Authorized Signer / Managing Agent Signature

Email _____ **Date** _____

Return Form To: Fax: 866-976-7224 or Email: Compliance@e-hps.com

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Heartland

Unattended Merchant Small Ticket Partner Program Addendum

Please fill in the Merchant information below for program registration. Merchant's signature is required in the Acknowledgement section. If the merchant is a chain, complete a separate form for each location.

COMPANY INFORMATION

Cascade County		406-454-6853	
Merchant Legal Name		**Phone Number**	**Existing Merchant ID**
121 4th Street North #1A	Great Falls	MT	59403
Address	**City**	**State**	**Zip**

MERCHANT CATERGORY CODE (MCC)

Unattended point-of-sale ("POS") devices at the following industries are eligible for participation in the Unattended Merchant Small Ticket Partner Program. Please select your applicable Business Industry below by checking the correct box. Note: MCC 5814 has different interchange rates from the other MCCs.

Business Industry	MCC
☐ Food / Beverage Vending	5814
☐ Specialty / Miscellaneous	5999
☐ Laundry	7211 / 7210
☐ Amusement	7996 / 7993 / 7994 / 7932
☐ Transit (VPP Only)	4111 / 4112 / 4131 / 4784 / 4121
☐ Metered Parking	7523
☐ Air Refill and Car Charging Stations	5532 / 5541 / 7538 / 7534
☐ Car Wash/Vacuum Stations	7542
☐ Newspaper Vending Machines	5192 / 5994
☐ Locker Rental / Luggage Cart Rental (VPP Only)	7394
☐ Pay Toilet	7299

PROGRAM SECTION (Check the box for the applicable program(s) for registration.)

☐ Mastercard Partner Program ("MPP")

- Merchant understands that participation in the MPP applies the following promotional interchange rates to the identified eligible Mastercard Transactions equal to or less than $7.50 accepted with or without magnetic stripe:

Transaction Type	Interchange
Non-Regulated/Exempt Consumer Debit and Prepaid	2.00% + $0.02
Regulated Consumer Debit and Prepaid	2.00% + $0.02

- Merchant certifies that Transactions are accepted via unattended POS devices.
- Merchant agrees to accept all Mastercard Cards including cards with a 2-series BIN.
- Merchant ensures a minimum of 98% acceptance rate for all contactless transactions, including, without limitation, all digital wallets, physical cards, and contactless dual-interface chip cards

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PROGRAM SECTION (Check the box for the applicable program(s) for registration.) **(Continued)**

☐ Visa Partner Program (VPP)

- Merchant understands that participation in the VPP applies the following promotional interchange rates applied to eligible Visa CPS-qualified, consumer Card Transactions.
- Merchant understands that participation in the VPP applies the following promotional interchange rates to the identified eligible transactions:

Card Present MCC = 5814 (Food & Beverage)	
Transaction Type	**Interchange**
Non-Regulated/Exempt Debit and Prepaid	2.00% + $0.02
Regulated Debit and Prepaid	2.00% + $0.02
Credit	2.00% + $0.02

Card Present MCC ≠ 5814 (See Page 1 for eligible MCCs)	
Transaction Type	**Interchange**
Regulated Debit and Prepaid	1.60% + $0.05

Card-Not-Present MCC = 5814 (Food & Beverage)	
Transaction Type	**Interchange**
Non-Regulated/Exempt Debit and Prepaid	1.60% + $0.05
Regulated Debit and Prepaid	1.60% + $0.05
Credit (excl. Signature Preferred + Infinite)	1.60% + $0.05

Card-Not-Present MCC ≠ 5814 (See Page 1 for eligible MCCs)	
Transaction Type	**Interchange**
Non-Regulated/Exempt Debit and Prepaid	1.70% + $0.05
Regulated Debit and Prepaid	1.70% + $0.05
Credit	1.80% + $0.05

- Merchant understands that regulated debit Transactions will be capped at $0.22.
- Merchant understands that non-Visa Transactions with a higher interchange rate than the promotional interchange rate being offered in this programs will be declined at the time of Authorization.
- Merchant certifies that Transactions are accepted via unattended POS devices.
- Merchant acknowledges and agrees that at least 65% of each of the eligible Visa Transactions must be for $5.00 or less and that Merchant's average ticket is equal to or under $5.00 as a requirement to remain in the VPP.
- Merchant can only participate in one Visa program at once. Merchant understands that participation in the VPP supersedes any other Visa program.
- Merchant agrees to accept all Visa-branded Cards.
- Merchant certifies all of its Locations are within the U.S.

ACKNOWLEDGEMENT

By signing below, Merchant affirms that all information contained in this Addendum is true and correct and that Merchant meets the requirements to participate in the programs specified herein. Merchant further understands, acknowledges, and agrees: (a) that the programs contained herein are subject to, and shall be provided in accordance with, the Rules and the Merchant Processing Agreement (the "Agreement") by and between Merchant and Heartland Payment Systems, LLC ("HPS"); (b) that the fees for all services hereunder are due and payable to HPS in accordance with the terms of the Agreement; (c) HPS reserves the right to immediately modify or discontinue Merchant's participation in the programs specified herein without prior notice; and, (d) this form shall not be deemed an amendment to the Agreement, but is a supplement thereto. Capitalized terms used but not defined herein have the meanings ascribed to them in the Agreement.

X

(1) Owner/Officer Signature **Print Name & Title** **Date**

*Signature must be that of the original Owner/Officer that signed the Merchant Processing Agreement.

New Merchants must submit this documentation with the application packet.

Existing Merchants must return this executed form to: Compliance@e-hps.com

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Additional Owner/Officer Information Page for Merchant Processing Agreement

Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Spaces 1 & 2 must be completed directly on the Merchant Processing Agreement; all additional owner/officer information may be provided on the Additional Owner/Officer Page as needed.

AGREEMENT ACCEPTANCE, CERTIFICATION AND CONSUMER REPORT AUTHORIZATION

Merchant authorizes HPS, any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions, Policies, Procedures, Rules and Requirements which together with this application shall constitute the agreement(s) between the parties. I further certify that this business or any Owner/Officer has never been terminated by any of the Card Brands.

☐ Owner ☐ Officer ☐ Authorized Signer ☐ *Managing Agent *Please provide copy of Management Agreement
(3) Name: Title: SSN: DOB (mm/dd/yyyy):
Home Address: City: ST: Zip:
Home Phone: Cell Phone:
Driver's License #: Length at Home Address: Business Equity Ownership: %
X
Owner / Officer / Authorized Signer / Managing Agent **Print Name & Title** **Date**

☐ Owner ☐ Officer ☐ Authorized Signer ☐ *Managing Agent *Please provide copy of Management Agreement
(4) Name: Title: SSN: DOB (mm/dd/yyyy):
Home Address: City: ST: Zip:
Home Phone: Cell Phone:
Driver's License #: Length at Home Address: Business Equity Ownership: %
X
Owner / Officer / Authorized Signer / Managing Agent **Print Name & Title** **Date**

☐ Owner ☐ Officer ☐ Authorized Signer ☐ *Managing Agent *Please provide copy of Management Agreement
(5) Name: Title: SSN: DOB (mm/dd/yyyy):
Home Address: City: ST: Zip:
Home Phone: Cell Phone:
Driver's License #: Length at Home Address: Business Equity Ownership: %
X
Owner / Officer / Authorized Signer / Managing Agent **Print Name & Title** **Date**

☐ Owner ☐ Officer ☐ Authorized Signer ☐ *Managing Agent *Please provide copy of Management Agreement
(6) Name: Title: SSN: DOB (mm/dd/yyyy):
Home Address: City: ST: Zip:
Home Phone: Cell Phone:
Driver's License #: Length at Home Address: Business Equity Ownership: %
X
Owner / Officer / Authorized Signer / Managing Agent **Print Name & Title** **Date**

☐ Owner ☐ Officer ☐ Authorized Signer ☐ *Managing Agent *Please provide copy of Management Agreement
(7) Name: Title: SSN: DOB (mm/dd/yyyy):
Home Address: City: ST: Zip:
Home Phone: Cell Phone:
Driver's License #: Length at Home Address: Business Equity Ownership: %
X
Owner / Officer / Authorized Signer / Managing Agent **Print Name & Title** **Date**

☐ Owner ☐ Officer ☐ Authorized Signer ☐ *Managing Agent *Please provide copy of Management Agreement
(8) Name: Title: SSN: DOB (mm/dd/yyyy):
Home Address: City: ST: Zip:
Home Phone: Cell Phone:
Driver's License #: Length at Home Address: Business Equity Ownership: %
X
Owner / Officer / Authorized Signer / Managing Agent **Print Name & Title** **Date**

☐ Owner ☐ Officer ☐ Authorized Signer ☐ *Managing Agent *Please provide copy of Management Agreement
(9) Name: Title: SSN: DOB (mm/dd/yyyy):
Home Address: City: ST: Zip:
Home Phone: Cell Phone:
Driver's License #: Length at Home Address: Business Equity Ownership: %
X
Owner / Officer / Authorized Signer / Managing Agent **Print Name & Title** **Date**

☐ Owner ☐ Officer ☐ Authorized Signer ☐ *Managing Agent *Please provide copy of Management Agreement
(10) Name: Title: SSN: DOB (mm/dd/yyyy):
Home Address: City: ST: Zip:
Home Phone: Cell Phone:
Driver's License #: Length at Home Address: Business Equity Ownership: %
X
Owner / Officer / Authorized Signer / Managing Agent **Print Name & Title** **Date**

September 8th, 2020 **Contract 20-142**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	**Agreement with CivicPlus**
INITIATED AND PRESENTED BY:	**Sean Higginbotham, IT Director**
ACTION REQUESTED:	**Addition of Modules to Contract 20-16**

BACKGROUND:
The purpose of this agreement it to define the terms and conditions under which Cascade County and CivicPlus shall operate. Cascade County has selected CivicPlus for its community engagement and digital government management platforms. Cascade County is now seeking to add modules which provide greater flexibility, customization, and security to that platform. The initial cost of the additional modules is $17,273.47 and shall be renewed annually at a cost of $9,713.00.

RECOMMENDATION: Approval of Modification to Contract 20-142

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mister Chair, I move that the Commission approve Contract 20-142 allowing Cascade County to proceed with additional modules within CivicPlus for community engagement and government management platforms and services.

MOTION TO DISAPPROVE:
Mister Chair, I move that the Commission disapprove Contract 20-142 allowing Cascade County to proceed with additional modules within CivicPlus for community engagement and government management platforms and services.

CONTRACT
20-142

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-09890-1
Date: 6/17/2020 11:00 AM
Expires On: 9/15/2020
Product:

Ship To
Cascade County MT - CivicEngage

Bill To
Cascade County MT - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Janelle Roza	x	janelle.roza@civicplus.com		Net 30

Exhibit A.1 - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	Platinum Hosting & Security	Platinum Hosting & Security per domain (must be purchased for each)	Renewable
1.00	Forms Encryption Package	Forms Encryption Package (Requires Platinum Security)	
1.00	Forms Encryption Annual Fee	Forms Encryption Requires Platinum Hosting & Security	Renewable
1.00	Forms Encryption Implementation per Domain	Forms Encryption Implementation per Domain	One-time

Total Days of Quote:360

Total Investment – Year 1	USD 8,049.07
Annual Services – Year 2	USD 7,350.00

1.This Sales Form is subject to the terms and conditions of the original Agreement by and between Cascade County (Client) and CivicPlus.

2.Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Services) for the current billing cycle upon signing and submission of this Sales Form. The subscription for the Products (as described above) included in this Sales Form are prorated and co-termed to align with the Client's current billing schedule and the Annual Services amount will subsequently be added to Client's regularly scheduled annual invoices under the terms of the Agreement.

3.Each year this Sales Form is in effect, a technology investment and benefit fee up to 5% will be applied to the Annual Fee Increase. Client will be invoiced electronically through email. Upon request CivicPlus will mail the invoice and the Client will be charged a $5.00 convenience fee.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client	CivicPlus
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-09888-1
Date: 6/17/2020 10:44 AM
Expires On: 9/15/2020
Product: CivicEngage

Ship To
Cascade County MT - CivicEngage

Bill To
Cascade County MT - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Janelle Roza	x	janelle.roza@civicplus.com		Net 30

Exhibit A.1 - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	Premium Department Header Package	Page specific Site ID, Navigation, Banner, Graphic Links, Colors; follows main site layout.	
1.00	Premium Department Header Annual Fee	Premium Department Header Annual Fee	Renewable
1.00	Premium Department Header Implementation	Premium Department Header Implementation	One-time
20.00	Content Development - 1 Page	Content Development - 1 Page	One-time

Total Days of Quote:360

Total Investment – Year 1	USD 6,093.46
Annual Services – Year 2	USD 788.00

1.This Sales Form is subject to the terms and conditions of the original Agreement by and between Cascade County (Client) and CivicPlus.

2.Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Services) for the current billing cycle upon signing and submission of this Sales Form. The subscription for the Products (as described above) included in this Sales Form are prorated and co-termed to align with the Client's current billing schedule and the Annual Services amount will subsequently be added to Client's regularly scheduled annual invoices under the terms of the Agreement.

3.Each year this Sales Form is in effect, a technology investment and benefit fee up to 5% will be applied to the Annual Fee Increase. Client will be invoiced electronically through email. Upon request CivicPlus will mail the invoice and the Client will be charged a $5.00 convenience fee.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client	CivicPlus
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization		URL
Street Address		
Address 2		
City	State	Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #		Sales Tax Exempt #
Billing Terms		Account Rep
Info Required on Invoice (PO or Job #)		
Contract Contact		Email
Phone	Ext.	Fax
Project Contact		Email
Phone	Ext.	Fax

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-09889-1
Date: 6/17/2020 10:52 AM
Expires On: 9/15/2020
Product: CivicEngage

Ship To
Cascade County MT - CivicEngage

Bill To
Cascade County MT - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Janelle Roza	x	janelle.roza@civicplus.com		Net 30

Exhibit A.1 - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	Custom IdP Integration Package	Custom IdP Integration Package Custom IdP Integration Annual Fee Custom IdP Integration Implementation Fee	
1.00	Custom IdP Integration Annual Fee	Custom IdP Integration Annual Fee	Renewable
1.00	Custom IdP Integration Implementation Fee	Custom IdP Integration Implementation Fee	One-time

Total Days of Quote:360

Total Investment – Year 1	USD 3,130.94
Annual Services – Year 2	USD 1,575.00

1.This Sales Form is subject to the terms and conditions of the original Agreement by and between Cascade County (Client) and CivicPlus.

2.Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Services) for the current billing cycle upon signing and submission of this Sales Form. The subscription for the Products (as described above) included in this Sales Form are prorated and co-termed to align with the Client's current billing schedule and the Annual Services amount will subsequently be added to Client's regularly scheduled annual invoices under the terms of the Agreement.

3.Each year this Sales Form is in effect, a technology investment and benefit fee up to 5% will be applied to the Annual Fee Increase. Client will be invoiced electronically through email. Upon request CivicPlus will mail the invoice and the Client will be charged a $5.00 convenience fee.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client	CivicPlus
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization		URL
Street Address		
Address 2		
City	State	Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #		Sales Tax Exempt #
Billing Terms		Account Rep
Info Required on Invoice (PO or Job #)		
Contract Contact		Email
Phone	Ext.	Fax
Project Contact		Email
Phone	Ext.	Fax

September 8th, 2020 **Contract 20-143**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	**Juvenile Detention Center Jail Management System**
INITIATED AND PRESENTED BY:	**Sean Higginbotham, IT Director**
ACTION REQUESTED:	**Approval of Contract 20-143**

BACKGROUND:
The purpose of this agreement is to define additional terms and conditions under which Cascade County, City of Great Falls, and CentralSquare Technologies shall operate. Cascade County in conjunction with the City of Great Falls utilize the Zuercher system for public safety purposes (reference Interlocal Agreement 17-40). The system will provide the Cascade County Juvenile Detention Center jail management services to include record keeping, inventory, photos, and assessments. The Great Falls Police Department and the Cascade County Sheriff's Office have recognized that the addition of the Juvenile Detention Center to the system will be of great value to their operations. Total Cost to the County is $9,902.00 with a recurring fee of $844.20

RECOMMENDATION: Approval of Additional Contract Terms and Conditions.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mister Chair, I move that the Commission approve Contract 20-143 allowing the additional terms and conditions with CentralSquare Technologies and City of Great Falls for jail management systems within the Cascade County Juvenile Detention Center.

MOTION TO DISAPPROVE:
Mister Chair, I move that the Commission disapprove Contract 20-143 allowing the additional terms and conditions with CentralSquare Technologies and City of Great Falls for jail management systems within the Cascade County Juvenile Detention Center.

CONTRACT

20-143

End User License Agreement

This End User License Agreement ("EULA") sets forth the terms and conditions for license and use of CentralSquare Technologies LLC ("CentralSquare") software by the Customer (as defined below) named herein. **CUSTOMER'S SIGNATURE BELOW, OR CUSTOMER'S FIRST USE OF THE LICENSED SOFTWARE, SHALL CONSTITUTE CUSTOMER'S ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT. NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY CENTRALSQUARE.**

1. Definitions

1.1 "Customer" means Cascade County Juvenile Detention Center.

1.2 "Go Live" means the date of the Customer's first use of the Licensed Software as a live, non-test-bed system. This can be exhibited by events such as the completion by Customer of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.

1.3 "Licensed Software" means the CentralSquare software in object code format licensed to Customer as listed in Section 5 of this EULA, and any associated product documentation furnished by CentralSquare for use therewith.

1.4 "Server Hardware" means the computer hardware provided by CentralSquare on which the Licensed Software has been installed by CentralSquare and which operates in a local area network that runs administrative software which controls access to all or part of the network and its resources and makes such resources available to computers acting as workstations on the network.

2. License

2.1 Grant of the License

Subject to the terms and conditions set forth herein, CentralSquare hereby grants to the Customer, and the Customer accepts, a fully paid-up, perpetual, royalty-free and non-exclusive license to use the Licensed Software only for the Customer's own internal business purposes, subject to the terms and limitations of this EULA. Customer may make a copy of the Licensed Software for backup purposes only.

2.2 Copies and Modifications

Unless otherwise agreed to in writing by CentralSquare, no identifying marks, copyright or proprietary right notices may be deleted from any copies of the Licensed Software made by the Customer. The Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Licensed Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for the

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Licensed Software's performance if the Licensed Software has been modified, except as modified by CentralSquare.

2.3 **Restrictions on Usage**

The Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server on which the Licensed Software operates or the CentralSquare database except as provided for in documentation of this Agreement.

The Customer shall not access any Server Hardware on which the Licensed Software operates except as provided in documentation of this Agreement or cause any software except the Licensed Software provided under this EULA to be installed on or executed on the Server Hardware.

Customer acknowledges that the Licensed Software and its associated documentation furnished with the Licensed Software (the "Confidential Information") constitute the trade secrets and proprietary information of CentralSquare. Customer shall hold the Confidential Information in strict confidence and shall not disclose it to third parties except as necessary to exercise the licenses granted hereunder or as legally required. Without limiting the generality of the foregoing, Customer shall use reasonable means, not less than those used to protect its own trade secret and proprietary information, to safeguard the Confidential Information. Customer shall not attempt, or authorize or permit others to attempt, to imitate the Licensed Software using the Confidential Information or any part thereof, or to reverse engineer the Licensed Software by any method, now known or later discovered. Nothing in this EULA shall be construed as granting to Customer any title to the Licensed Software, or CentralSquare trademarks or tradenames.

3. Copyright and Trademark Infringement

CentralSquare represents and warrants that the Licensed Software does not infringe the copyrights, patents, trade secrets or trademarks (collectively "Intellectual Property Rights") of any third party. In the event of a claim, allegation, action or proceeding (collectively "Claim") brought against Customer alleging infringement by the Licensed Software of the Intellectual Property Rights of a third party, CentralSquare will at its expense defend, indemnify and hold harmless Customer against such Claim, and damages, costs, liabilities and expenses (including court costs and reasonable attorneys' fees) suffered or incurred in connection with such Claim, except for Customer's attorney's fees if Customer chooses to participate in the defense of such Claim), provided that Customer promptly notifies CentralSquare of such Claim and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest such Claim, (ii) settle such Claim, (iii) procure for Customer the right to continue using the Licensed Software, and/or (iv) modify or replace the Licensed Software so that it no longer infringes (while maintaining substantially equivalent functionality and performance to that described in the user documentation). Customer may participate in the defense of such Claim at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, or Customer's use of the Licensed Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in respect of such Claim, or any temporary injunction restricting Customer's use of the Licensed Software is in effect and has not been lifted within 90 days, the license granted in this EULA shall terminate upon the earlier of written notice from CentralSquare to Customer, the date when the permanent injunction issues, or written notice from Customer to CentralSquare terminating the license due to the continued application of the temporary injunction for 90 days or more. In the event of termination of this EULA due to an

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uncured Claim, CentralSquare shall refund to Customer the license fees paid for the Licensed Software, less a prorated portion of such fees for the Customer's use of the Licensed Software, calculated by multiplying the ratio of the number of months of actual use in a live operational environment to thirty-six (36) months times the license fees paid. Any refund shall be conditioned upon Customer executing and delivering a release and waiver, in form and substance satisfactory to CentralSquare, releasing CentralSquare and its authorized reseller from any and all further liability and claims in respect to the Licensed Software. This Section 3 states the entire obligation of CentralSquare, and Customer's sole redress, regarding infringement by the Licensed Software of Intellectual Property Rights, and it will survive the termination of this EULA.

Notwithstanding the above, CentralSquare shall have no duty under this Section 3 with respect to, and Customer shall not bring an action against CentralSquare for indemnification or other causes of action with respect to, any Claim to the extent arising from or related to infringements (i) by third-party equipment or third-party operating system software upon or with which the Licensed Software operates, (ii) arising out of modifications to the Licensed Software not made by or under the direction or authorization of CentralSquare, (iii) resulting from use of the Licensed Software to practice any method or process which does not occur wholly within the Licensed Software, unless designed by CentralSquare to do so, or (iv) resulting from modifications to the Licensed Software prepared pursuant to specifications or other material furnished by or on behalf of Customer.

4. Term and Termination

Provided that the terms and conditions of this EULA are complied with at all times, and subject to the termination provisions below, the licenses provided hereunder are perpetual.

Customer may surrender the licenses granted hereunder at any time by giving written notice to CentralSquare and ceasing use of the Licensed Software.

CentralSquare may terminate the licenses granted hereunder for cause if Customer materially breaches the terms of this EULA or otherwise infringes CentralSquare's intellectual property rights in the Licensed Software, which breach is not remedied within thirty (30) days after the date of written notice to Customer of such breach.

Upon termination of the licenses granted hereunder, Customer shall permanently remove any Licensed Software from Customer's equipment, back-up media, or other storage locations and either (i) return all copies thereof to CentralSquare or (ii) destroy such copies, as CentralSquare directs.

The provisions of Sections 2.2, 2.3, 3, 4, 6 and 7 shall survive the termination of the licenses granted herein.

4.1 **Additional Agency Term**

Customer will be part of the Cascade County, MT system (hereinafter the "host agency"). CentralSquare may immediately terminate this EULA if the Software License and Service Agreement is not in full force and effect between CentralSquare and the host agency. If termination of this EULA occurs for this reason, CentralSquare will work in good faith with Customer to develop and negotiate a new contract.

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5. Licensed Software and Support

Please refer to Exhibit A – Pricing Detail for the list of software licenses being acquired by Customer as part of the host agency's system. The license terms for the host agency are set forth in the separate Software License and Service Agreement between the host agency and CentralSquare.

For all software licensed under this EULA and residing on the host agency's server(s)/system, implementation and support of such software will be in accordance with the provisions of the host agency's Software License and Service Agreement.

6. Limitation of Liability

The total liability of CentralSquare for any claim or damage arising under this EULA, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed the license fees paid for the Licensed Software or (ii) in the case of bodily injury or property damage for which defense and indemnity coverage is provided by CentralSquare's insurance carrier(s), the coverage limits of such insurance.

IN NO EVENT SHALL CENTRALSQUARE BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE LICENSED SOFTWARE, OR OTHERWISE RELATED TO THIS EULA, REGARDLESS OF WHETHER CENTRALSQUARE HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

CentralSquare, and not its authorized reseller from whom Customer may have purchased the Licensed Software, is responsible for honoring all Customer infringement and warranty claims and service issues associated with the Licensed Software. All Customer claims, for infringement, warranty or service issues, shall be addressed to CentralSquare in writing at the address set forth below (or such other principal business address of CentralSquare as CentralSquare shall post on CentralSquare's website, at www.CentralSquaretech.com). Customer acknowledges and agrees that CentralSquare's authorized reseller bears no liability, and Customer shall not bring a claim against such authorized reseller, for infringement, warranty or service issues in respect to the Licensed Software or any other service or product furnished by CentralSquare.

7. Warranty

CentralSquare warrants that it owns or otherwise has all necessary rights in the Licensed Software to lawfully permit it to license the Licensed Software as described in this Agreement. CentralSquare further warrants that the Licensed Software (including any ordered custom programming, enhancements and updates to such Licensed Software furnished by CentralSquare to Customer) will operate in conformity with CentralSquare's applicable product specifications and documentation (including the applicable user guide(s)) for a period of twelve (12) months from the date of Go Live. In the event a warranty defect or breach is reported by Customer to CentralSquare, CentralSquare will, at its discretion, either correct or replace the defective Licensed Software with fully functioning replacement Licensed Software. Upon notice of a warranty defect or breach, CentralSquare shall correct or replace the Licensed Software within a reasonable timeframe.

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Warranties for third party equipment or third party software supplied by CentralSquare (or its authorized reseller) will be provided by the applicable vendor and passed through to the Customer by CentralSquare, provided, for purposes of clarification, the foregoing does not limit the warranty made by CentralSquare on the Licensed Software in this EULA. CentralSquare will reasonably cooperate with Customer in Customer's pursuit of such third-party warranty claims.

CENTRALSQUARE MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT TO THE LICENSED SOFTWARE.

8. General Terms

This EULA represents the entire agreement between the parties hereto and a final expression of their agreements with respect to the Licensed Software, and supersedes all prior written agreements, oral agreements, representations, descriptions, understandings or negotiations with respect to the matters covered by this EULA. If any term, provision, condition or covenant of this EULA is held to be invalid, void or unenforceable, the rest of the EULA shall remain in full force and effect and shall in no way be affected, impaired or invalidated. No amendment to this EULA shall be effective unless it is in writing and signed by Customer and an authorized officer of CentralSquare. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach. Neither this EULA nor any rights or obligations hereunder shall be assigned or otherwise transferred by Customer without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, conditioned or delayed. This EULA shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this EULA except as provided hereinabove. This EULA may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof. An electronic facsimile of this EULA and its exhibit(s) may be used as an original.

Except to the extent that this EULA is governed by the laws of the United States, this EULA shall be governed, interpreted and enforced in accordance with the laws of the State of Montana, USA, without regard to its conflict of laws provisions or the United Nations Convention for the International Sale of Goods.

All notices required to be given under this EULA shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by overnight delivery using a nationally recognized express carrier (e.g., UPS, FedEx, or USPS), (iii) by facsimile or email followed immediately by first-class mail or overnight delivery, or (iv) by personal delivery, to the address set forth herein, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing pursuant to (i) above, or one (1) business day after full compliance with (ii), (iii) or (iv) above. As used herein, a "business day" shall mean a weekday other than a U.S. federal holiday.

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CASCADE COUNTY JUVENILE DETENTION CENTER	CENTRALSQUARE TECHNOLOGIES, LLC
1600 26TH Street South Great Falls, MT 59405 Attn: E-mail: Fax:	1000 Business Center Drive Lake Mary, FL 32746 Attention:
Accepted by (signature):	Accepted by (signature):
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

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Exhibit A

Software Licenses – Cascade County Juvenile Detention Center

(see attached Quote #Q-07045)

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CENTRALSQUARE

Quote prepared by:
Megan Hackman
megan.hackman@centralsquare.com

Quote #: Q-07045
Quote expires on: November 18, 2020

Quote prepared for:
Tom Pike
Juvenile Detention Center Cascade Co, MT
1600 26th St S
Great Falls, MT 59405
(406) 454-6930

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Jail PS Pro Core (Agency Site License) License Fee	1	3,938.00 USD	3,938.00 USD
Jail PS Pro Advanced (Agency Site License) License Fee	1	1,313.00 USD	1,313.00 USD
Personnel PS Pro Core (Agency Site License) License Fee	1	0.00 USD	0.00 USD
		Software / Subscription Total:	5,251.00 USD
		Maintenance Total:	866.44 USD

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
PS Pro Training Services	8,150.00 USD

CENTRALSQUARE

Quote prepared by:
Megan Hackman
megan.hackman@centralsquare.com

PS Pro Configuration and BPR		4,950.00 USD
PS Pro Go-Live Support		3,200.00 USD
PS Pro Project Management Services		2,307.07 USD
Services include contract start-up fees, project management, technical services, consulting, development, training, and installation.	**Services Total:**	18,607.07 USD

WHAT HARDWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Camera Package (Canon EOS Rebel) Hardware	1	1,335.00 USD	1,335.00 USD
Electronic Signature Pad (Topaz) Hardware	1	404.00 USD	404.00 USD
		Hardware Total:	1,739.00 USD
		Total:	26,121.52 USD
		Discount Total:	16,219.52 USD
		Quote Total:	9,902.00 USD

BILLING INFORMATION

Quote prepared by:
Megan Hackman
megan.hackman@centralsquare.com

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions
- 100% Due Upon Contract Execution

Hardware & Third-Party Software
- 100% Due Upon Contract Execution

Services
- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred

Travel & Living Expenses
- Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement with Zuercher Technologies, now CentralSquare Technologies, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

CENTRALSQUARE

Quote prepared by:
Megan Hackman
megan.hackman@centralsquare.com

Juvenile Detention Center Cascade Co, MT

Signature: _____

Name: _____

Date: _____

Title: _____

September 8, 2020 Agenda #1

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Montana ExpoPark Miscellaneous Painting Award**

INITIATED BY: **Cascade County Public Works Department**

ACTION REQUESTED: **Approval of Contract #20-138**

PRESENTED BY: **Les Payne, Public Works Director**

BACKGROUND:
Cascade County sought a bid to repaint various buildings, on the backside of the Montana ExpoPark, among these buildings, are eight (8) barns & three (3) additional out buildings.

RECOMMENDATION:
Cascade County Staff recommends the commission approve the contract for C's Painting Plus to repaint various buildings and barns on the backside of the Montana ExpoPark, located at 400 3rd St NW, for $36,945.00 and approve staff of utilizing a not to exceed contingency of $7,389.00 (approximately 20%) for a total project cost of $44,334.00.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:
"I move the Cascade County Commission **APPROVE** Contract 20-138, bid proposal for C's Painting Plus to repaint various buildings and barns, on the backside of the Montana ExpoPark, located at 400 3rd St NW, for $36,945.00 and approve staff of utilizing a not to exceed contingency of $7,389.00 (approximately 20%) for a total project cost of $44,334.00."

MOTION TO DISAPPROVE:
"I move the Cascade County Commission **DISAPPROVE** Contract 20-138, bid proposal for C's Painting Plus to repaint various buildings and barns, on the backside of the Montana ExpoPark, located at 400 3rd St NW, for $36,945.00 and approve staff of utilizing a not to exceed contingency of $7,389.00 (approximately 20%) for a total project cost of $44,334.00."

CONTRACT

20-138

CONTRACT

In consideration of the mutual promises and consideration set forth herein between C's Painting Plus, PO Box 6786, Great Falls, Montana, 59406 (Contractor) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. **Contract Purpose And Scope Of Contract Work:** The purpose of this contract is for the Contractor to repaint various barns and buildings on the backside of the Montana ExpoPark, located at 400 3rd Street Northwest, Great Falls, Montana. This project consists of power washing the surfaces to be painted, removal of chalky surfaces and loose debris and painting all exterior's with an exterior extra white base in a satin finish, oil based paint matched to the color as set forth in the Contractor's four (4) page Estimate dated August 20 & 25th, 2020, which is incorporated herein by reference, and as further directed by County through its authorized Agent, Les Payne, Director of Public Works.

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

3. **Contract Time:** Contractor shall fully complete the Contract Work no later than thirty (30) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. **Contract Sum:** Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of THIRTY SIX THOUSAND, NINE HUNDRED FOURTY FIVE AND 00/100 DOLLARS ($36,945.00) upon final acceptance of the work. The stated Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

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

than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

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

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

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

8. Contractor Registration: Construction contracts greater than $2,500 require Contractors to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to Contract execution. A copy of the registration certificate must be provided to the County. Contractor's registration number is #3261881C and expires on the 17 day of December 20 21 .

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

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

11. General Warranty: The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from

defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

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

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

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

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

DATED this 27 day of August, 2020

Contractor:

C's Painting Plus

Warren Cham-A-Koon

BONNIE FOGERTY
NOTARY PUBLIC for the
State of Montana
Residing at Great Falls, Montana
My Commission Expires
September 3, 2021

BONNIE FOGERTY NOTARIAL SEAL STATE OF MONTANA

STATE OF MONTANA)
:ss
County of Cascade)

This instrument was signed or acknowledged before me on this 27th day of August, 2020.

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

Bonnie Fogerty

Notary Public for the State of Montana
Residing at Great Falls, Montana
My Commission expires: September 3, 2021

(NOTARIAL SEAL)

CONTRACT

20-138

County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

_____
James L. Larson, Chairman

_____
Jane Weber, Commissioner

_____
Joe Briggs, Commissioner

Attest

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

_____
Rina Ft. 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.

C'S PAINTING PLUS

Estimate

Warren Cham-A-Koon
513-706-7062
cspainting123@gmail.com

P.O.Box 6786
Great Falls, MT
59406

August 20, 2020

Les Payne
Deputy Director Public Works Dept.
279 Vaughn S Frontage Rd.
Great Falls, MT 59405

Les,
Thank you for inviting me over to the fairgrounds to see what you would like done. I am writing an estimate to power wash and spray paint the exterior surfaces of the horse barns at the fairgrounds.

I would power wash all the surfaces to be painted to remove any loose debris and chalkiness. Next I would spray a deep coat of white over the exterior walls of Barns A,B,C,D,E,H, and I. I will follow up with a lawn vacuum to remove the paint chips generated. I would be using Sherwin Williams A-100 Exterior satin white as a product. Quantity of paint is based off general square footage.

Labor

Power wash Paint	23,500

Materials

Paint approx. 207 gallons @ $35	7,245

Total	**30,745**

Thank you for considering me to take on this job for you. If there are any questions about the estimate I am happy to go over anything. If this is something you want to go with, I would be able to get this project shortly after being awarded the job.

Warren Cham-A-Koon

C's Painting Plus

C'S PAINTING PLUS

Estimate

Warren Cham-A-Koon
513-706-7062
cspainting123@gmail.com

P.O.Box 6786
Great Falls, MT
59406

August 25, 2020

Les Payne
Deputy Director Public Works Dept.
279 Vaughn S Frontage Rd.
Great Falls, MT 59405

Les,
This is an addition to the Fairgrounds Horse Barn estimate.

There are two buildings to add the estimate. They are surrounded by the horse barns described in the preceding estimate, and will be prepped and painted in the same manner.

I would be power washing the structures and spraying them the same white color as the horse barns.

Labor

Power wash Spray paint	5250

Materals

Approx. 26 gallons @ $35	910

Total	**6160**

Thank you for considering me to take on this job for you. If there are any questions about the estimate I am happy to go over anything. If this is something you want to go with, I would be able to get this project shortly after being awarded the job.

Warren Cham-A-Koon

C's Painting Plus

September 8, 2020 **AGENDA # 2**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	**Public Hearing for the Major Subdivision Preliminary Plat of Missouri River Big Bend II, Part II, being a remainder tract of Missouri River Big Bend II, Phase I, and Lot 7 of Missouri River Big Bend III, located in Sections 10, 11, 14, & 15, Township 19 North, Range 3 East**
INITIATED BY:	**Roy and Diane Volk**
PROPERTY LOCATION:	**Parcel #0002389700, Geocode 02-2892-11-3-03-01-0000, S11, T19 N, R03 E, IN S2SW OF SEC 11, PART OF COS #2043, & IN SESE OF SEC 10, MK 2, and Parcel # 0002389710, Geocode 02-2892-15-1-01-11-0000, S15, T19 N, R03 E, IN NENE OF SEC 15 & IN NWNW OF SEC 14, and Parcel #0002391925, Geocode 02-2892-15-4-01-01-0000, S15, T19 N, R03 E, Lot 7, PLAT 2019-23, P.M.M Cascade County, Montana ("Property")**
EXISTING ZONING:	**Suburban Residential 2 ('SR-2")**
ACTION REQUESTED:	**Subdivision Review**
PURPOSE	**To create eight (8) residentially zoned lots**
SURROUNDING ZONING:	**North: Residential** **East: Residential** **South: Residential/ Undeveloped** **West: Residential/ Undeveloped**
PRESENTED BY:	**Amber Hobbs, Planner/Subdivision Administrator**

SPECIAL INFORMATION

1. The Cascade County Commission is in receipt of a Preliminary Plat Application ("Application") from Roy and Diane Volk.

2. Attached is a copy of the Major Preliminary Plat, which will subdivide 80.955 acres into eight (8) lots. The new residential lots will be sized from 2.62 acres to 30.101 acres.

3. As proposed, Lots 34 and 35 are each divided by a public right-of-way, namely Rimrock Lane.[1]

4. Pursuant to § 76-3-605, MCA a public hearing is required for this major subdivision.

5. There are no delinquent taxes on this property.

6. An Environmental Assessment is required pursuant to § 76-3-603(1)(a), MCA (2019) and is included in the Application.

7. The project lies inside the Approach/Departure Clearance Surface Military Overlay District ("MOD-E"), which prohibits development of structures over 50 feet in height.2 This height limit is based on the elevation of the helicopter runway at Malmstrom (3,526 feet).[3]

8. The lots to be created are not located in a regulated floodplain.

9. Legal notice of this proposed subdivision was sent to surrounding property owners on August 3, 2020 and appeared in the Great Falls Tribune on August 23, 2020 & August 30, 2020.

10. Interested Agencies were provided with notification letters and a request for comments on August 24, 2020.

11. Access to the proposed subdivision will be from the county road, Dune Drive, to the private road, Big Bend Lane. Access to the lots will be provided by an existing internal road system that includes Crossover Lane and Rimrock Lane. Access to Lot 36 would be off the section of Rimrock Lane that does not meet the CCSR road design standards.

12. Two separate variances are requested from the Design and Improvement Standards for fire protection[4]: One for access and the other for ingress/egress.

13. The Applicant's Traffic Impact Analysis estimates that when/if fully developed, this subdivision will generate an additional 80 trips per day. The area of most significant impact

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1 See recommended Condition #23; CCSR § 10-3 (D)(2) provides that no lot may be divided by a public road or alley right-of-way or easement.

2 Cascade County Zoning Regulations ("CCZR") § 16 "Height Military Overlay District" provides no structures greater 50 feet in height are allowed in MOD-E unless a variance is approved by the Cascade County Zoning Board of Adjustment.

3 See recommended Condition #14.

4 CCSR § 10-15 (F)(1) Legal and Physical Access - Access to the property in all major subdivisions and some minor subdivisions shall be provided by a minimum of two approaches, located as remotely from each other as possible to assure more than one ingress/egress route for residents and emergency service providers.

is anticipated to be Big Bend Lane and Dune Drive, which directly connect to Fox Farm Road. According to the Traffic Impact Study submitted with the Application, no adverse traffic impact issues have been identified.

14. Park land dedication is a requirement of this proposed subdivision. The eight (8) proposed residential zoned lots will cover 80.955 acres. The developer is required to dedicate 5% of the area of the land to be subdivided into parcels larger than one acre and not larger than three acres to park land, which comes out to 0.54 acres. The developer is required to dedicate 2.5% of the area of the land to be subdivided into parcels larger than 3 acre and not larger than 5 acres to park land, which comes out to 0.079 acres. The total amount of dedicated park land required for this subdivision is 0.619 acres. The Applicant plans on designating 19.502 acres of Park land in the aggregate for Missouri River Big Bend II, Phase I and Missouri River Big Bend II, Part II.

15. The proposed subdivision will receive law enforcement services from the Cascade County Sheriff's Department and fire protection services from the Gore Hill Volunteer Fire Department.

16. According to the Community Fire Plan Wildland-Urban Interface for Cascade County and Dearborn Fire District, Lewis and Clark County, the property is designated as Low to Moderate Terrain/Fuel Hazard. According to the Applicant's Wild land Fire Risk and Hazard Severity Assessment Form, the Property is considered a moderate hazard. The proposed subdivision has already installed four (4) fire suppression cisterns onsite that will serve as the fire protection source. The proposed eight (8) lots require a total of 14,000 gallons. The four (4) installed storage tanks have the capacity to hold 7,500 gallons each, making the total onsite storage 30,000 gallons. This meets the CCSR requirement of 10,000 gallons + 500 gallons per lot.

17. Parcels# 0002389700, 0002389710, and 0002391925 are included in the Fox Farm RSID. Attached is Resolution 16-48 with Exhibit A showing the parcels as included.

18. On August 18, 2020 the Planning Board unanimously (6-0) recommended approvalof the Preliminary Plat of Missouri River Big Bend II Part II , subject to the twenty-five (25) conditions set forth in the Staff Report,. The Planning Board also unanimously (6-0) recommended approval of Variance Request 1 , subject to the three (3) conditions in accordance with Alternative 1 set forth in the Staff Report, , and denial of Variance Request 2.

VARIANCE REQUESTS

The Applicant(s) have requested two variances from design and improvement standards for fire protection, specifically requesting variances from legal and physical access requirements delineated in CCSR: §10-15(F)(1).

Section 11. Variances.

The Cascade County Commissioners may grant variances from Section 10, Design and Improvement Standards when, due to the characteristics of land proposed for subdivision, strict compliance with these standards would result in undue hardship and would not be essential to the

public welfare.[5] *A variance will not be granted if it would have the effect of nullifying the intent and purpose of these Regulations.*[6] *The Board may impose reasonable conditions to secure the objectives of the CCSR to grant the variance.*

The CCSR provides that the purpose of the Regulations is "to promote the public health, safety, and general welfare by regulating the subdivision of land;...to provide for...ingress and egress, and other public requirements; to promote development approaches that minimize costs to local citizens and that promote effective and efficient provision of public services...."[7]

The CCSR provides that these Regulations are intended to promote in part: "the orderly development of the jurisdictional area; the coordination of roads within subdivided land with other roads, both existing and planned; the dedication of land for roadways and for public utility easements; the improvement of roads; the provision of proper physical and legal access, including obtaining necessary easements;...the avoidance or minimization of congestion;...the avoidance of danger or injury by reason of natural hazard or the lack of...access, transportation, or other improvements...."[8]

The County Commission shall not approve a variance unless it finds that:

1. *The conditions on which the request for a variance is based are unique to the property on which the variance is sought and are not generally applicable to other properties; and*
2. *Due to the physical surroundings, shape, or topographical conditions of the property involved, strict compliance with the Regulations will impose an undue hardship on the owner. Undue hardship does not include personal or financial hardship, or any hardship that is self-imposed;*[9] *and*
3. *The variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties; and*
4. *The variance will not cause a substantial increase in public costs: and*
5. *The variance will not place the subdivision in nonconformance with any adopted zoning regulations.*

Variance Proposals (*See* MRBB II, Part II App., Appx. I)

Two (2) variances are requested from the Design and Improvement Standards[10], "Access, Ingress, Egress & Evacuation," namely: Legal and Physical Access - Access to the property in all major subdivisions and some minor subdivisions shall be provided by a minimum of two approaches, located as remotely from each other as possible to assure more than one ingress/egress route, for residence and emergency service providers.

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5 CCSR §§ 11-1, 11-3(A).
6 CCSR § 11-1(A).
7 CCSR § 2-3.
8 CCSR § 2-3(B).
9 See *Carlson v. Yellowstone Co. Bd. of Adjustment*, 2017 MT 186, ¶¶ 20-21, (provides the unnecessary hardship must be owing to conditions unique on the property, not the practical difficulties which were created due to Carlson's own actions or hardship that was strictly economic).
10 CCSR § 10-15(F).

"Physical Access" is defined as "[a] driveway or roadway conforming to the subdivision design standards in the applicable law and regulation that provides unobstructed vehicular access year-round to each lot in the subdivision."[11]

Variance 1 (V1): Request, as inferred from the Applicant's materials, to have only one ingress/egress route in the major subdivision for residences and emergency service providers.

Variance 2 (V2): "This variance request is being requested as the existing roadway that serves Lot 36 does not meet current subdivision roadway standards, with respect to width."

Agency Comments:

Montana Department of Transportation: "The Montana Department of Transportation does not have any comments at this time concerning the subject project. Thank you for your inquiry."

Cascade County Public Works: "I see no significant impact to our existing roadway system for the proposed additional lots."

Great Falls Public Schools: "The addition of the development will have a positive impact on the Great Falls Public School District. The additional students, that we can accommodate, fall within Meadow Lark Elementary, North Middle and CM Russell High School attendance areas. These schools will be able to accommodate the additional students. The school district may have to add an additional bus route or adjust an existing route to serve students from this new subdivision. We currently have bus service to that area."

Gore Hill Volunteer Fire Department: Rural Fire Chief, John Schmiedeke, conducted a site visit on or around August 3, 2020, and provided a letter with his findings, recommendations and conclusions stating, "In the event of a major fire, medical emergency, or disaster, the current state of this property would expressly complicated, if not fail, the necessary response." He provided the following recommendations:

a. "Construct roadways that meet or exceed county standards and include cul-de-sac capable of accommodating large fire apparatus in excess of 33,000 GVW." and

b. "Establish roads to ensure at least two access, ingress, egress and evacuation options for residents and responders. This includes providing unrestricted access through what now appears to be private property."

Subdivision Administrator Recommended Findings of Fact and Determination: The Subdivision Administrator recommends denial or conditional approval of the proposed variances with the following findings of fact and conditions:

1. *The conditions on which the request for a variance is based are* ***not*** *unique to the property on which the variances are sought and are generally applicable to other properties.*

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11 CCSR § 1 "Definitions."

a. **V1/V2 Finding of Fact:** Missouri River Big Bend was never approved as a phased development that would support the use of previously approved conditions to benefit future phases.

b. **V1/V2 Finding of Fact:** Any county economic recession that resulted in a suffering housing market is not unique to this Property but applied to entire county and nationally.

c. **V2 Finding of Fact:** The same developer received final plat approval in 2012 for Missouri River Big Bend Phase III which included Lot 7 (the proposed Lots 12 and 36).

d. **V2 Finding of Fact:** The Rimrock Lane has been used as an emergency egress for Missouri River Big Bend II, Phase I and Missouri River Big Bend Phase III and was required to meet Design and Improvement Standards with the condition that once the first (1st) through sixteenth (16th) lots were sold, final plat was allowed to be submitted and filed prior to emergency fire access was completed. See attached *Notice of Conditional Approval* for MRBB II, and MRBB III. Rimrock Lane will now be used in this subdivision for legal and physical access to lots, not just serving as an emergency fire access.

e. **V2 Finding of Fact:** Access requires both legal and physical access whereby physical access is required for each lot in the subdivision for adequate fire protection. To obtain physical access to proposed Lot 36, the developer would need to bring up approximately 395 feet of Rimrock Lane to CCSR standards and install either a cul-de-sac or "T" turnaround.[12]

f. **V2 Finding of Fact:** Lot 36 does have sanitary restrictions placed on the property making it unique to other surrounding residential lots within the proposed subdivision, but does not make it unique to lots in other subdivision that also have sanitary restrictions. Additionally, if those sanitary restriction were removed through the Health Department, there is a possibility of someone building two residences on the property without having to improve the road to CCSR standards with an approval of a Special Use Permit.

2. *Due to the physical surroundings, shape, or topographical conditions of the property involved, strict compliance with the Regulations will impose an undue hardship on the owner for V1, but not V2.*

a. **V1 Finding of Fact:** The Applicants states that easements will be costly to obtain and road construction will be costly due to topography and lengths. Undue hardship does not include personal or financial hardship.

b. **V1 Finding of Fact:** The topography of the area is unique and restricting, limiting the options of ingress/egress for the development.

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12 CCSR § 10-4.

c. **V2 Finding of Fact:** The Applicant states in their request V2, "There is no physical conditions or topography that prevents the applicant from meeting the strict letter of the regulations." (*See* MRBB II, Part II Application, Appx. I).

d. **V2 Finding of Fact:** The Applicant goes into detail on how Lot 36 was created; however, an undue hardship cannot be self-created. The Applicant is the same developer for MRBB II, Phase I and MRBB III.

e. **V2 Finding of Fact:** The Applicant states, "If more than one home were proposed to be constructed on Lot 36, there would need to be a subdivision in which the existing roadway would be required to be upgraded at that time." However, constructing a second dwelling would require a Special Use Permit and would not guarantee subdivision review unless the parcel was being split.

f. **V2 Finding of Fact:** The proposed area of Rimrock Road that will provide access to Lot 36 is not limited in space given either topography, property boundaries, or existing structures.

3. *The variance will be detrimental to the public health, safety, and/or general welfare and/or injurious to other adjoining properties.*

a. **V1/V2 Finding of Fact:** This Property is located in the Wildland Urban Interface. According to the Wildlife Fire Risk and Hazard Severity Assessment, the Property is considered to be a moderate risk of wildland fire.

b. **V1 Finding of Fact:** Big Bend Lane is the only ingress/egress for this subdivision as well as MRBB II Phase I, MRBB Phase III, which creates an emergency hazard for residents and emergency services if it becomes congested or impassable.

c. **V1 Finding of Fact:** The Applicant is proposing to subdivide the Property into 8 residentially zoned lots, which will increase the residential density of the area and increase the use of the existing road. According the Traffic Impact Analysis submitted with the application materials, this development has a potential to produce eighty (80) additional vehicle trips per day on the internal road system as well as Dune Drive and Fox Farm Road. Cascade County Public Works has no concerns with the additional traffic volume on the county roads.

d. **V2 Finding of Fact:** To obtain physical access to the proposed Lot 36, the developer would need to bring up approximately 395 feet of Rimrock Lane to CCSR standards and install either a cul-de-sac or "T" turnaround. Providing CCSR standard physical access to each lot of a subdivision is a standard for fire protection. Without meeting this standard there is a potential for negative impacts to public health and safety. A Cul-de-sac or "T" turn around with a radius of at least 45 feet is the standard for a dead-end road to accommodate emergency services[13].

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13 § CCSR 10-15(F)(2) Dead Ends - Every dead-end roadway more than 300 ft (92 m) in length shall be provided at the closed end with a turnaround having a radius of 45 feet.

4. *The variance will not cause a substantial increase in public costs.*

    a. **V1/V2 Finding of Fact:** Both variances requested will not increase public costs as the proposed internal access road system is privately owned and maintained.

5. *The variances will not place the subdivision in nonconformance with any adopted zoning regulations.*

    a. **V-1/V-2 Finding of Fact:** The Property Location is zoned Suburban Residential 2 and all proposed lots are larger than the minimum lot size of two (2) acres. The granting of these variances would not place the subdivision in nonconformance with the Cascade County Zoning Regulations.

Recommendations:

1. **Variance 1 Recommended Motions:**

    a. **Alternative 1**: "I move Variance 1 be **approved** with the following conditions:

        i. Obtain a signed letter from the Gore Hill Volunteer Fire Department stating that one access road is sufficient to provide adequate fire protection and emergency services to the entire subdivision in the event Rimrock Road becomes congested or impassible.

        Or;

        ii. A covenant shall be filed with the final plat stating: "The Missouri River Bend II, Part II, Major Subdivision property owners shall maintain the internal access road and road approach, and shall keep the entire width of the road clear of all vehicles, campers, boats, trailers, materials, or any other item in order to aid emergency vehicle response capabilities."

        iii. Prior to final plat approval the subdivider shall install no parking signs along the internal access road which notifies all landowners of the requirement to keep the road right-of-way clear of all encroachments."

    b. **Alternative 2:** "I move Variance 1 be **denied** on grounds that the Applicant has not provided sufficient evidence to support a positive finding that (1) the conditions on which the request for a variance is based are unique to the property on which the variance is sought and are not generally applicable to other properties; and (2) the granting of the variance will be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties, and, therefore, the developer shall install a second ingress/egress road that complies with Cascade County Subdivision Regulations § 10-15(F)(1) for a major subdivision prior to final plat approval as conditioned below."

2. **Variance 2 Recommended Motion:**

    a. **Alternative 1:** "I move Variance 2 be **denied** on the grounds that the Applicant has not provided sufficient evidence to support a positive finding that (1) the conditions on which the request for a variance is based are unique to the property on which the variance is sought and are not generally applicable to other properties; (2) that the physical conditions, such as the parcels shape or

topography, prevent the Applicant from meeting the strict letter of these Regulations; and (3) the granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties."

b. **Alternative 2:** The Board must set forth findings of fact to support a positive finding that the variance criteria of CCSR § 11-3 are satisfied in order to approve the variance.

VI. Conclusion.

The proposed subdivision with the inclusion of the recommended findings and conditions will mitigate any adverse effects of the review criteria and bring the subdivision in compliance with the requirements of § 76-3-608(3), MCA.

VII. Recommendations.

The following motions are provided for the Board's consideration:

A. "I move the Cascade County Commission, after consideration of the Staff Report and Findings of Fact, **deny** the Preliminary Plat Application for Missouri River Big Bend II, Part II Major Subdivision;"

B. I move the Cascade County Commission, after consideration of the Staff Report and Findings of Fact**, approve** the Preliminary Plat Application for Missouri River Big Bend II, Part II Major Subdivision with the following 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 final 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 in accordance with MCA § 76-3-612 (2019).
4. Causing to be recorded in conjunction with the final plat the covenants of the major plat that contain, at a minimum, a noxious weed control program, an erosion control program, a limit to livestock and pets, a provision prohibiting commercial or industrial uses, and that impose upon all landowners the exclusive responsibility to improve and maintain the public rights of way created by and indicated on the subdivision plat.
5. Causing to be recorded in conjunction with the final plat homeowners' association documents with sufficient authority and procedural mechanisms to administer, enforce, and fund the perpetual maintenance and discretionary improvement of the public rights of way created by and indicated on the subdivision plat.
6. 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.

7. Causing to be recorded on the final plat a statement concerning limited public services.
8. Pursuant to § 7-22-2152 MCA (2019), submitting a written plan to the Cascade County Weed Board specifying the methods for weed management procedures with regards to this development.
9. Causing to be recorded on the final plat an Agriculture Notification statement.
10. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of Fox Farm Road, Dune Drive, or any county road in the vicinity used to access the major subdivision, 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 equitably in such an RSID. This waiver shall expire 20 years after the date the final plat is filed with Cascade County. This statement of waiver shall be placed on the final plat.
11. Design, construction, inspection, and certification, by a licensed professional engineer, of all internal private roads and cul-de-sacs to Cascade County Subdivision Road Specifications, as well as the purchase and installation of all required street signs and stop signs. All of the above items are to be at the developer's expense and to be completed prior to the approval of the final plat.
12. The inclusion on the major plat a statement provided by Cascade County certifying the status of the internal subdivision roads.
13. The inclusion of setbacks in the covenants as required by the Cascade County Zoning Regulations.
14. The inclusion in the covenants of the Outer Horizontal Surface Military Overlay District-E ("MOD-E") height restrictions limiting structures within the subdivision to no greater than 50 feet in height, unless a variance is approved by the Zoning Board of Adjustment.
15. Montana Department of Environmental Quality (MDEQ) Certificate of Subdivision Approval (COSA) shall be submitted with the final plat.
16. Submit a signed letter from the Gore Hill Volunteer Fire Department confirming that the on-site cisterns have been properly maintained and are always equipped with the proper appurtenances for the Gore Hill Volunteer Fire Department to use for firefighting.
17. Provide documentation on how the homeowners' association will maintain an accessible approach to access the cisterns.

18. The homeowners' association shall be responsible for the continual maintenance of the equipment subject to adequate inspections by the Fire Chief of the Gore Hill Volunteer Fire Department to ensure the equipment is being properly maintained.

19. 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 Department with the final plat submittal.

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

21. Unless Variance 1 is approved, the developer shall install a second ingress/egress road that complies with Cascade County Subdivision Regulations for a major subdivision prior to final plat approval.

22. The developer provides physical access to the proposed Lot 36, that complies with the Cascade County Subdivision Regulations prior to final plat approval.

23. Rimrock Lane is already installed and subsequently divides both Lots 34 & 35 by a public right-of-way. The final plat must reflect lot configuration that does not result in individual lots being divided by any public right-of-way to comply with CCSR§ 10-3(D)(2).

24. A lot dedicated to parkland and the homeowners' association, no smaller than 0.619 acres must be shown on the final plat.

25. A correction plat of Missouri River Big Bend Phase III showing the accurate acreage for Lot 7 must be filed prior to final plat approval.

Attachments: Findings of Fact, Copy of Preliminary Plat, Resolution 16-48, Notice of Conditional Approval letter MRBB II and MRBB III, letter from Gore Hill Fire Chief, John Schmiedeke and Big Bend Estates HOA information.

cc: Roy & Diane Volk
Mark Leo, Engineer
Carey Ann Haight, Chief Civil County Deputy Attorney

FINDINGS OF FACT

MAJOR SUBDIVISION PRELIMINARY PLAT OF MISSOURI RIVER BIG BEND II, PART II, BEING A REMAINDER TRACT OF MISSOURI RIVER BIG BEND II, PHASE I, AND LOT 7 OF MISSOURI RIVER BIG BEND III ALL SITUATED IN THE SW ¼ OF S11, THE E ½ E ½ OF SECTION 15, AND THE NW ¼ NW ¼ OF SECTION 14, AND THE SE ¼ SE ¼ OF SECTION 10, T. 19 N., R. 3 E., P.M.M CASCADE COUNTY, MONTANA

The Application requesting preliminary plat approval for Missouri River Big Bend II, Part II, a major subdivision, was received on March 4, 2020. The submittal was determined to contain all required components sufficient for adequate public review on July 2, 2020. On August 18, 2020 a public hearing was held for the Cascade County Planning Board ("Planning Board") and on September 8, 2020 a public hearing is scheduled for the Cascade County Board of Commissioners ("County Commission"). Notice of the public hearing was sent to adjacent property owners on August 3, 2020 and published in the Great Falls Tribune on August 2, 2020, August 4, 2020, August 9, 2020, August 23, 2020, and August 30, 2020.

Roy and Diane Volk request preliminary plat approval for Missouri River Big Bend II, Part II Subdivision, major subdivision, consisting of eight (8) residentially zoned lots ranging in size from 2.62 acres to 30.101 acres. The total acreage of the project site is 80.955 acres.

I. PRIMARY REVIEW CRITERIA

A. Effect on Agriculture.

The proposed subdivision presently consists of three (3) parcels of land (80.955 acres) within the Suburban Residential 2 (SR-2) Zoning District. Surrounding property of the project site is residentially zoned, SR-2 Zoning District. The soil is made up of:

Parcels# 0002389710 & 0002389700: 9.0% Absher-Nobe Complex (0-5% slopes), 15.2% Big Timber-Castner Complex (30-70% slopes), and 5.3% Torex loamy sand (0-6% slopes). All of which are not considered prime farmland. 12.3% Fergus silty clay loam (0-2% slopes) Farmland classification is: All areas are prime farmland. 58.3% Twin Creek loam (2-8% slopes) Farmland classification is: Farmland of statewide importance.

Parcel# 0002391925: 21.2% Lihen loamy sand (8-20% slopes), and 78.8% Yetull loamy sand (4-20% slopes). Neither of which are prime farmland. All soil information was found on the National Cooperative Soil Survey (NRCS) Website[1].

B. Effect on Local Services.

The proposed subdivision will receive law enforcement services from the Cascade County Sheriff's Department and fire protection and emergency medical services from the Gore Hill Rural

1 https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx

Volunteer Fire Department (VFD). The proposed eight (8) lots require a total of 14,000 gallons. The four (4) installed storage tanks have the capacity to hold 7,500 gallons each, making the total onsite storage 30,000 gallons. This meets the CCSR requirement of 10,000 gallons + 500 gallons per lot. If Condition #23 is recommended, the requirement will be 15,000 gallons. All lots in this proposed subdivision is within 1,000 feet of the existing cisterns.

A certified letter and an email requesting comments was sent to the Gore Hill Volunteer Fire Department and the Planning Department received a letter dated August 7, 2020 attached hereto with the Chief's findings, recommendations, and conclusion, which support mitigating conditions for fire protection and emergency services.

Parkland dedication is a requirement of this proposed subdivision. The eight (8) proposed residential zoned lots will cover 80.955 acres. The developer is required to dedicate 5% of the area of the land to be subdivided into parcels larger than one acre and not larger than three acres to parkland, which comes out to 0.54 acres. the developer is required to dedicate 2.5% of the area of the land to be subdivided into parcels larger than 3 acre and not larger than 5 acres to parkland, which comes out to 0.079 acres. The total amount of dedicated parkland required for this subdivision is 0.619 acres. The Applicant plans on designating 19.502 acres of Parkland.

The Applicant's Traffic Impact Analysis indicates the subdivision will generate an additional 80 vehicle trips per day at full build out. The area of most significant impact is anticipated to be Big Bend Lane and Dune Drive. According to the Traffic Impact Study submitted with the Application, no adverse traffic impacts issues that have been identified.

Letters requesting comments were sent to the Montana Department of Transportation, and the Cascade County Road and Bridge Division who did not find that there would be significant impact to existing roadways. Any comment will be forwarded to the Planning Board and the County Commission.

C. Effect on the Natural Environment.

Subdivision of this size is not expected to create significant surface run-off problems. The proposed development is outside of any regulated floodplains, will not alter any lakebeds or stream channels, and is approximately 0.1 miles West of the Missouri River. The Montana Department of Environmental Quality ("MDEQ") will review the subdivision plan as part of the Sanitation in Subdivisions Act and will include a review of the stormwater design to mitigate runoff resulting from development in the subdivision.

The soil is made up of Fergus silty clay loam which is classified as "All areas are prime farmland" and Twin Creek loam Farmland which is classified as "Farmland of statewide importance". All other soil types present on the subject property are not prime farmland. Letters requesting comments were sent to the Cascade Conservation District for review, any comments received will be forwarded to the Planning Board and County Commission.

The subdivision is not expected to adversely affect native vegetation, soils, water quality, or the quantity of surface or ground waters. Disturbed areas during the development phase will be re-seeded and to fulfill condition number 8, the developer will need to obtain a weed management plan that is approved by the Cascade County Weed Board.

D. Effect on Wildlife and Wildlife Habitat.

This subdivision location is in an area that is experiencing steady residential development as development spreads south of Great Falls. According to the Summary of Probable Impacts submitted with the application, no critical habitat areas for wildlife have been identified on the subject property and no adverse impacts to wildlife are anticipated as a result of this subdivision. Letters requesting comment have been submitted to the Montana Department of Fish, Wildlife, and Parks, any comments received will be forwarded to the Planning Board and County Commission. The subdivision will neither result in closure of public access to hunting or fishing areas, nor to public lands.

E. Effect on Public Health and Safety.

According to the Wildland Fire Risk and Hazard Severity Assessment the subject property is considered at moderate risk of wildland fire. Wildfires are always a possibility in subdivisions when located within the wildland urban interface. Fire and emergency services have been addressed. Vehicle access to the subdivision will be from Fox Farm Road to Dune Drive and then to the internal road system of Big Bend Lane, Rimrock Lane, and Crossover Lane. The proposed subdivision may adversely impact public health and safety with regards to fire protection and emergency services. Internal subdivision roads may affect emergency response capabilities.

II. REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATION

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation and conforms to the design standards specified in the Cascade County Subdivision Regulations if the ingress/egress variance and the access variance are denied. The Developer and Cascade County have complied with the subdivision review and approval procedures set forth under the applicable laws and regulations.

III. COMPLIANCE WITH THE CASCADE COUNTY GROWTH POLICY

The proposed subdivision is in compliance with the *Cascade County Growth Policy* to preserve and enhance the rural, friendly and independent lifestyle currently enjoyed by Cascade County's citizens and by ensuring that all new roads be built to county specifications, designing subdivisions so as to minimize the risk of fire, adequate water supply systems, requiring local review of subdivisions meet MDEQ regulations, and by complying with the weed district's weed management plans. The area is not located in a designated Resource Protection Area, Prohibitive Development Area or Conditional Development Area; therefore, those standards are not applicable to the proposed subdivision.

A. Setback Standards.

The minimum standards must comply with the *Cascade County Zoning Regulations.*

B. Slope Standards.

Development on slopes exceeding twenty five percent (25%) is prohibited except where a licensed engineer, with demonstrated experience in the field of slope stabilization, certifies that the development will create no slope failure or erosion hazards. Based on the application material provided, there are no slopes exceeding fifteen (15%) in this development.

C. Off-Street Parking Standard.

All parking in the proposed subdivision will be accommodated on the premises and entirely off-street.

D. Residential Development Standard.

The minimum standards must comply with the *Cascade County Zoning Regulations*.

E. Soil Erosion Standard.

The proposed subdivision should not negatively impact soil erosion or other adverse impacts of runoff on neighboring properties, roads, or watercourses. The development must obtain MDEQ approval for the subdivision.

F. Soils Limitations Standard.

Soils that have moderate or severe limitations for the proposed subdivision will be identified and measures to mitigate such limitations will be implemented. No soil limitations were identified in the Subdivision Application.

G. Road Acceptance and Maintenance Policy.

Legal access, described as public street and utility easement, to the lots will be provided on the final plat. There are three private access roads that will be privately maintained by the HOA to access the subdivision, Big Bend Lane, Rimrock Lane, and Crossover Lane. The applicant has applied for two separate variances, both from CCSR § 10-15(F)(1)[2]. A variance from ingress/egress, due to Rimrock Lane and Crossover Lane meeting at Big Bend Lane causing only one way in and out of the overall development. A variance from physical access to the proposed Lot 36 was also requested. The County will not have responsibility for road maintenance until such time as the County accepts the internal roads as County roads.

H. Fire Protection Standard.

This development lies within and receives fire protection services from the Gore Hill

---

2 CCSR § 10-15 (F)(1) Legal and Physical Access - Access to the property in all major subdivisions and some minor subdivisions shall be provided by a minimum of two approaches, located as remotely from each other as possible to assure more than one ingress/egress route for residents and emergency service providers.

Volunteer Fire District. Response time will be dictated by weather and road conditions. A letter and email have been sent to the Gore Hill Fire Chief asking for comments on the proposed subdivision and variance requests. A letter dated August 7, 2020 was received from the Gore Hill Fire Rescue providing findings and recommendation to construct roadway that meet or exceed county standards and to provide at least two access, increase, egress and evacuation option for residents and emergency responders.

I. School System's Capacity Standard.

Letters were sent to the Cascade County Superintendent of Schools and the Great Falls Public Schools Superintendent. Cascade County Planning Department received a letter stating that Meadowlark Elementary School, North Middle School, and C. M. Russell Highschool can accommodate the extra students but may need to adjust an existing bus route or add a new one.

IV. EASEMENTS FOR UTILITIES

Any comments received by staff will be forwarded to the Planning Board and County Commission. All easements will be shown on the final plat.

V. LEGAL AND PHYSICAL ACCESS

Legal access will be provided to all lots through private street easements placed on the final plat. The existing roads in this subdivision will not be the responsibility of the county until such time as the county accepts them. The development will be accessed from Big Bend Lane, Rimrock Lane, and Crossover Lane. A variance has been requested for physical access to the proposed lot 36.

VI. OPTIONS AND RECOMMENDATIONS

In making their recommendations and decisions, the Planning Board and the County Commission shall consider the following:

A. Relevant evidence relating to the public health, safety, and welfare;
B. The Summary of Probable Impacts;
C. The Cascade County Growth Policy; and
D. The provisions outlined in the Cascade County Subdivision Regulations and the Montana Subdivision and Platting Act.

VII. DECISION ALTERNATIVES

1. Approve the proposed subdivision.
2. Approve the proposed variances.
3. Approve the proposed subdivision with conditions.
4. Approve the proposed variances with conditions.
5. Table the proposed subdivision and variances for further study.
6. Deny the proposed subdivision.
7. Deny the proposed variances.

VIII. PLANNING BOARD

On August 18, 2020, the Planning Board unanimously (6-0) made the following recommendations to the County Commission:

1. Approve the Preliminary Plat of Missouri River Big Bend II, Part II, subject to the twenty-five (25) conditions contained in the Staff Report.
2. The Approve Variance Request 1 subject to the three (3) conditions in accordance with Alternative 1 set forth in the Staff Report.
3. Deny Variance Request 2

A PRELIMINARY SUBDIVISION PLAT OF

MISSOURI RIVER BIG BEND II, PART II

BEING A REMAINDER TRACT OF MISSOURI RIVER BIG BEND II, PHASE I, AND LOT 7 OF MISSOURI RIVER BIG BEND III ALL SITUATED IN THE SW1/4 OF SECTION 11, THE E1/2 E1/2 OF SECTION 15, AND THE NW1/4 NW1/4 OF SECTION 14, AND THE SE1/4 SE1/4 OF SECTION 10, T. 19 N., R. 3 E., P.M.M..

CASCADE COUNTY, MONTANA

CERTIFICATE OF OWNER:

WE, ROY D. AND DIANE N. VOLK, THE UNDERSIGNED, OWNERS OF THE SUBJECT PROPERTY, DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED AND PLATTED INTO LOTS, THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

TRACTS OF LAND BEING A REMAINDER TRACT OF MISSOURI RIVER BIG BEND II, PHASE I, AND LOT 7 OF MISSOURI RIVER BIG BEND III, ALL SITUATED IN THE SW1/4 OF SECTION 11, THE E1/2 E1/2 OF SECTION 15, THE NW1/4 NW1/4 OF SECTION 14, AND THE SE1/4 SE1/4 OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTIONS:

PORTION 1:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 14, 15, 10, AND 11, T. 19 N., R. 3 E., P.M.M., WHICH IS A FOUND 2 INCH ALUMINUM CAP STAMPED "WILBURN" PER C.C.R.F. F8115; THENCE N89°29'16"W A DISTANCE OF 661.58 FEET TO AN ANGLE POINT; THENCE S00°01'55"E A DISTANCE OF 401.83 FEET TO AN ANGLE POINT, SAID POINT IS ALSO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;
THENCE N36°32'56"E A DISTANCE OF 1138.78 FEET TO AN ANGLE POINT; THENCE N40°25'34"E A DISTANCE OF 543.86 FEET TO AN ANGLE POINT; THENCE N44°45'47"E A DISTANCE OF 492.84 FEET TO AN ANGLE POINT; THENCE N56°42'10"E A DISTANCE OF 484.85 FEET TO AN ANGLE POINT; THENCE S37°03'57"E A DISTANCE OF 433.30 FEET TO AN ANGLE POINT; THENCE N59°00'04"E A DISTANCE OF 259.97 FEET TO AN ANGLE POINT; THENCE S81°14'30"E A DISTANCE OF 338.91 FEET TO AN ANGLE POINT; THENCE S19°33'39"W A DISTANCE OF 874.01 FEET TO AN ANGLE POINT; THENCE S02°41'08"W A DISTANCE OF 605.44 FEET TO AN ANGLE POINT; THENCE N87°11'25"W A DISTANCE OF 403.17 FEET TO AN ANGLE POINT; THENCE N03°48'35"E A DISTANCE OF 615.46 FEET TO AN ANGLE POINT; THENCE S55°49'53"W A DISTANCE OF 825.61 FEET TO AN ANGLE POINT; THENCE S33°30'01"W A DISTANCE OF 831.54 FEET TO AN ANGLE POINT; THENCE S09°45'39"W A DISTANCE OF 479.89 FEET TO AN ANGLE POINT; THENCE S00°01'23"E A DISTANCE OF 87.43 FEET TO AN ANGLE POINT; THENCE S89°58'38"W A DISTANCE OF 751.66 FEET TO AN ANGLE POINT; THENCE N00°01'55"W A DISTANCE OF 643.38 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREIN, **CONTAINING 81.801** ACRES, AND;

PORTION 2:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 14, 15, 10, AND 11, T. 19 N., R. 3 E., P.M.M., WHICH IS A FOUND 2 INCH ALUMINUM CAP STAMPED "WILBURN" PER C.C.R.F. F8115; THENCE N89°29'16"W A DISTANCE OF 661.58 FEET TO AN ANGLE POINT; THENCE S00°01'55"E A DISTANCE OF 1806.70 FEET TO AN ANGLE POINT, SAID POINT IS ALSO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;
THENCE S89°58'22"E A DISTANCE OF 350.10 FEET TO AN ANGLE POINT; THENCE S00°00'32"E A DISTANCE OF 1772.46 FEET TO AN ANGLE POINT; THENCE S00°00'44"E A DISTANCE OF 312.00 FEET TO THE BEGINNING OF A TANGENT CIRCULAR CURVE; THENCE ALONG SAID CURVE WHICH IS CONCAVE NORTHWESTERLY, WITH A RADIAL BEARING OF S89°59'34"W AT THAT POINT, A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 82°40'17", AN ARC DISTANCE OF 577.16 FEET TO THE END OF SAID CURVE; THENCE N00°02'34"W A DISTANCE OF 1823.51 FEET TO AN ANGLE POINT; THENCE N00°01'55"W A DISTANCE OF 857.90 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREIN, **CONTAINING 18.154** ACRES, AND;

LOTS 1, 12, 22, 23, AND 24 WERE REVIEWED AND APPROVED BY THE MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY UNDER EQ#09-1483 AND AN APPROVAL WAS ISSUED ON JULY 20, 2006.

EXEMPTION FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY
LOT 34 AND LOT 35 ARE EXEMPT FROM REVIEW BY THE MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO M.C.A. 76-4-102 (22), AS THE RESULTANT PARCELS ARE GREATER THAN 20 ACRES, AND;

LOT 38 IS EXEMPT FROM REVIEW BY THE MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO A.R.M. 17.36.805(2)(a), WHICH STATES: "a parcel that has no facilities for water supply, wastewater disposal, storm drainage, or solid waste disposal, if no facilities will be constructed on the parcel", AND;

THE ABOVE DESCRIBED TRACTS OF LAND ARE TO BE KNOWN AND DESIGNATED AS MISSOURI RIVER BIG BEND II, PART II, AND THE LANDS IN ALL STREETS AND PARKS SHOWN ON SAID PLAT ARE HEREBY GRANTED AND DONATED TO THE USE OF THE PUBLIC FOREVER, AND;

NOTICE OF GRAVEL MINING ACTIVITIES:
TAKE NOTICE ALL PERSPECTIVE PURCHASERS OF LAND IN THIS SUBDIVISION, THAT THIS SUBDIVISION IS IN THE VICINITY OF GRAVEL MINING OPERATIONS, AND;

NOTICE OF AGRICULTURAL ACTIVITIES:
TAKE NOTICE ALL PROSPECTIVE PURCHASERS OF LAND WITHIN 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, AND;

STATEMENT OF ANNUAL HUNTING ACTIVITIES:
TAKE NOTICE ALL PERSPECTIVE PURCHASERS OF LAND WITHIN THIS SUBDIVISION, THAT THIS SUBDIVISION IS IN THE VICINITY OF PROPERTY THAT ALLOWS ANNUAL HUNTING ACTIVITIES, AND;

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, AND;

WAIVER TO PROTEST RSID:
FOR EACH AND EVERY LOT IN THIS SUBDIVISION, WE THE UNDERSIGNED OWNERS OF SAID PROPERTY, HEREBY, WAIVE, RELEASE, AND REMISS THE RIGHT TO PROTEST, AS DEFINED BY THE C.A. 7-12-2112 THROUGH 7-12-2129 (2014), AND FURTHER HEREBY ASSENTS, TO ANY CREATION OR EXTENSION OF A RURAL IMPROVEMENT DISTRICT, AS DEFINED BY TITLE 7 CHAPTER 12, PART 21, M.C.A. (2014), WHICH MAY TOUCH AND CONCERN ANY OR ALL OF THE LOTS IN THIS SUBDIVISION AND WHICH MAY HEREAFTER BE PROPOSED FOR THE PAVING OR OTHER IMPROVEMENT OF CERTAIN COUNTY ROADS OR ANY ROAD THAT MAY PROVIDE ACCESS TO THE LOTS IN THIS SUBDIVISION, AS DEEMED BY THE BOARD OF CASCADE COUNTY COMMISSIONERS, CASCADE COUNTY, MONTANA THIS ASSENT AND WAIVER SHALL TOUCH, CONCERN, BENEFIT, AND BURDEN EACH AND EVERY LOT IN THIS SUBDIVISION AND SHALL RUN WITH THE LAND AND BE BINDING UPON ANY AND ALL GRANTEES, TRANSFEREES, SUCCESSORS AND ASSIGNS OF EACH AND EVERY SUCH LOT, AND;

DECLARATION OF COVENANT:
THIS DECLARATION MADE ON THE DATE HEREAFTER SET FORTH, BY ROY D. AND DIANE N. VOLK, OWNERS AND SUBDIVIDERS.

W I T N E S S E T H

THAT WHEREAS, DECLARANT IS THE OWNERS OF CERTAIN PROPERTY KNOWN AS MISSOURI RIVER BIG BEND II, PART II IN CASCADE COUNTY, STATE OF MONTANA, WHICH IS DESCRIBED ON THE ATTACHED PLAT. NOW THEREFORE, ROY D. AND DIANE N. VOLK, OWNERS OF THE SUBJECT PROPERTY HEREBY DECLARES THAT ALL OF THE PROPERTIES DESCRIBED ABOVE SHALL BE HELD, SOLD, AND CONVEYED SUBJECT TO COVENANTS WHICH SHALL RUN WITH THE REAL PROPERTY AND BE BINDING ON ALL PARTIES HAVING ANY HEIRS, SUCCESSORS AND ASSIGNS, AND SHALL BIND EACH OWNER THEREOF. THE COVENANTS MAY BE REVOKED FOR ANY AND ALL PARCELS WITHIN THE SUBDIVISION BY MUTUAL CONSENT OF THE OWNERS OF THE PARCELS IN QUESTION AND THE GOVERNING BODY OF CASCADE COUNTY, MONTANA; AND

DECLARATION OF IMPROVEMENTS GUARANTEE:
WE, ROY D. AND DIANE N. VOLK, THE UNDERSIGNED OWNERS OF THE SUBJECT PROPERTY AND SUBDIVIDERS, DO HEREBY AGREE AND CONSENT TO THE TERMS AND CONDITIONS OF THE ATTACHED "IMPROVEMENTS GUARANTEE" ISSUED BY CASCADE COUNTY, AND;

UTILITY EASEMENTS PER THIS PLAT
THE UNDERSIGNED HEREBY GRANTS UNTO EACH AND EVERY PERSON, FIRM, OR CORPORATION, WHETHER PUBLIC OR PRIVATE, PROVIDING OR OFFERING TO PROVIDE TELEPHONE, TELEGRAPHY, ELECTRIC POWER, GAS CABLE TELEVISION, WATER OR SEWER SERVICE TO THE PUBLIC, THE RIGHT TO THE JOINT USED OF AN EASEMENT FOR CONSTRUCTION, MAINTENANCE, REPAIR AND REMOVAL OF THEIR LINES AND OTHER FACILITIES, IN, OVER, UNDER AND ACROSS EACH AREA DESIGNATED ON THIS PLAT AS UTILITY EASEMENT TO HAVE AND HOLD FOREVER, AND;

ROY D. VOLK _____ DATE _____

DIANE N. VOLK _____ DATE _____

ACKNOWLEDGED

STATE OF MONTANA)
SS:
COUNTY OF _____)

ON THIS _____DAY OF _____, 2020, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF MONTANA, DID PERSONALLY APPEAR, ROY D. AND DIANE N. VOLK, KNOWN TO BE THE PERSONS THAT EXECUTED THE FOREGOING INSTRUMENT. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR HEREIN ABOVE FIRST WRITTEN.

NOTARY PUBLIC FOR THE STATE OF MONTANA:

PRINTED NAME: _____

RESIDING AT: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF COUNTY COMMISSION

THE COUNTY COMMISSION OF CASCADE COUNTY, MONTANA DOES HEREBY CERTIFY THAT IT HAS EXAMINED THIS SUBDIVISION PLAT AND HAVING FOUND THE SAME TO CONFORM TO LAW, APPROVES IT AT A MEETING HELD ON

THE _____ DAY OF _____, 2020.

CHAIRPERSON, CASCADE COUNTY COMMISSION

ATTEST:
CASCADE COUNTY, CLERK & RECORDER

CERTIFICATE OF PLANNING BOARD

WE, THE UNDERSIGNED_____, CHAIRMAN OF THE CASCADE COUNTY PLANNING BOARD, CASCADE COUNTY, MONTANA, AND BRIAN CLIFTON, PLANNING DIRECTOR OF SAID PLANNING BOARD, DO HEREBY CERTIFY THAT THE ACCOMPANYING PLAT HAS BEEN EXAMINED BY THEM AND WAS FOUND BY THEM TO CONFORM TO LAW AND WAS APPROVED AT A MEETING HELD ON THE DAY OF_____, 2020.

CHAIRPERSON, CASCADE COUNTY PLANNING BOARD

PLANNING DIRECTOR,
CASCADE COUNTY PLANNING DIVISION

CERTIFICATE OF COUNTY TREASURER

I, DIANE HEIKKILA, CASCADE COUNTY TREASURER, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS COVERING THE AREAS INCLUDED WITHIN THE ACCOMPANYING PLAT PURSUANT TO SECTION 76-3-611(1)(b), M.C.A., AND THAT NO REAL PROPERTY TAXES OR SPECIAL ASSESSMENTS LEVIED ON THE LAND ENCOMPASSED BY MISSOURI RIVER BIG BEND, PHASE III, ARE DELINQUENT.

ASSESSMENT CODES:
0002389700
0002389710
0002389925

DATED THIS _____ DAY OF _____, 2020.

DIANE HEIKKILA, CASCADE COUNTY TREASURER

DEPUTY TREASURER

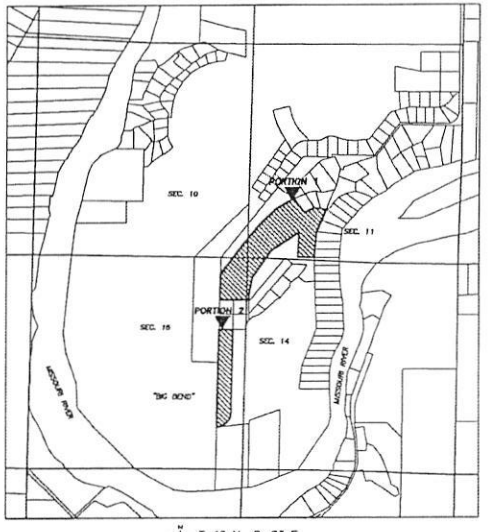
CERTIFICATE OF SURVEYOR:

I, MARK LEO, PROFESSIONAL ENGINEER AND LAND SURVEYOR, MONTANA REGISTRATION NUMBER 12920 ES, DO HEREBY CERTIFY THAT DURING THE MONTH OF JANUARY 2020, THAT I PERFORMED, OR IT WAS PERFORMED UNDER MY DIRECT SUPERVISION, THE SURVEY THAT THE ACCOMPANYING MAP REPRESENTS AND THAT THIS SURVEY IS IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN 76-3-402 AND 403, M.C.A., AND THAT THE MONUMENTS FOUND AND SET ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN HEREON.

DATED THIS_____ DAY OF_____, 2020.

MONTANA MARK LEO No. 12920ES REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR

MARK LEO, PROFESSIONAL ENGINEER AND LAND SURVEYOR, MT LICENSE NUMBER 12920 ES



N T. 19 N., R. 03 E.
VICINITY MAP

SHEET TITLE: MISSOURI RIVER BIG BEND II, PART II		
FIELD WORK COMPLETION: 8/23/19	JOB NO./DRAWING NAME: 19CF/PLAT	SHEET 1 OF 2
MONUMENTS SET: TDB	DRAFTED BY: CRB / DRAWING DATE: 7/31/20	

bsc&e
ENGINEERS - PLANNERS - DESIGNERS - LAND SURVEYORS - ENVIRONMENTAL SPECIALISTS

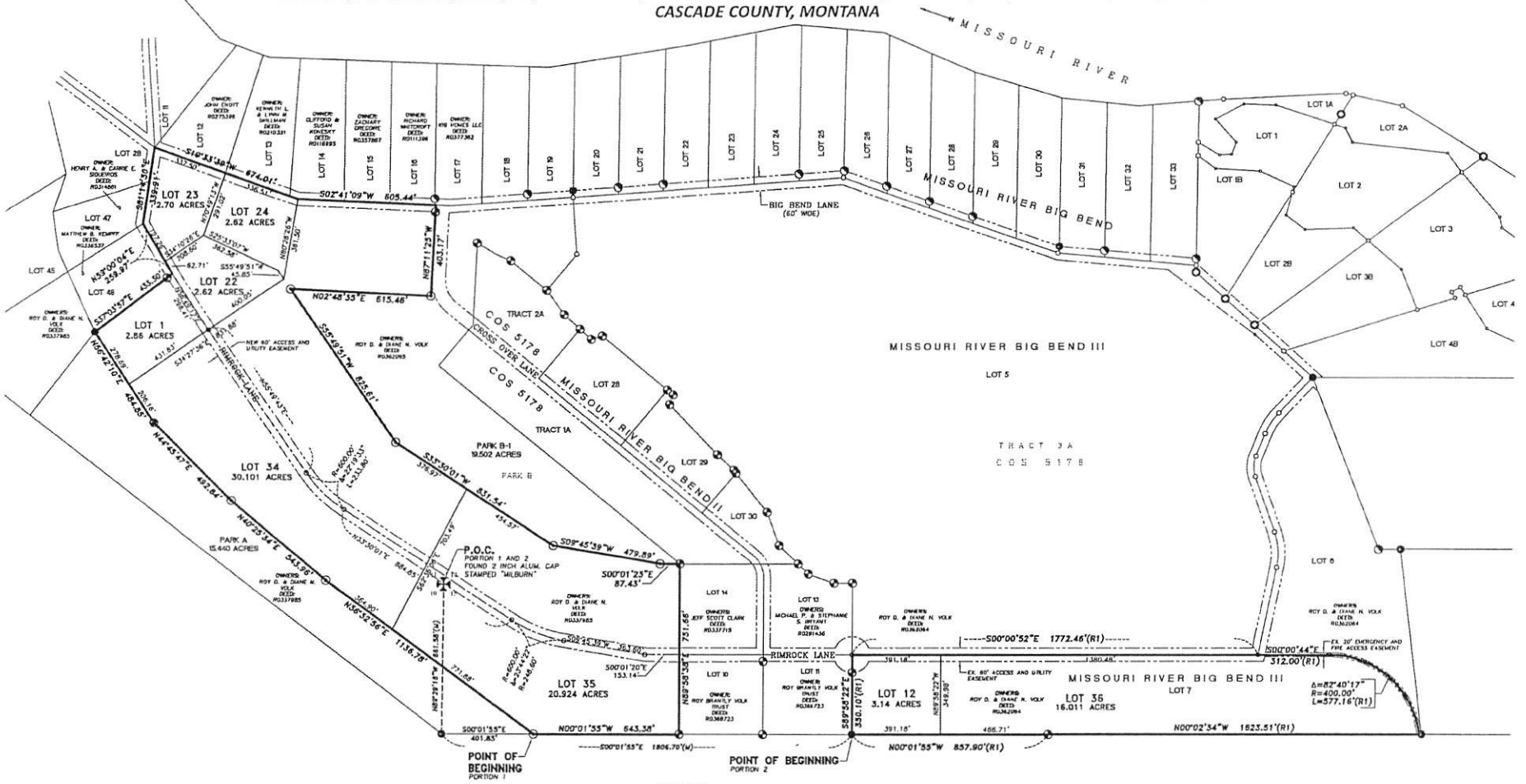
BIG SKY CIVIL & ENVIRONMENTAL, INC
1324 11th Ave. SW
P.O. BOX 3625
GREAT FALLS, MT 59403
(406)727-2185 OFFICE
(406)727-3656 FAX
www.bigskyce.com

A PRELIMINARY SUBDIVISION PLAT OF

MISSOURI RIVER BIG BEND II, PART II

BEING A REMAINDER TRACT OF MISSOURI RIVER BIG BEND II, PHASE I, AND LOT 7 OF MISSOURI RIVER BIG BEND III ALL SITUATED IN IN THE SW1/4 OF SECTION 11, THE E1/2 E1/2 OF SECTION 15, AND THE NW1/4 NW1/4 OF SECTION 14, AND THE SE1/4 SE1/4 OF SECTION 10, T. 19 N., R. 3 E., P.M.M..

CASCADE COUNTY, MONTANA



LEGEND

- SECTION CORNER (AS DESCRIBED)
- QUARTER SECTION CORNER (AS DESCRIBED)
- SET 5/8" REBAR WITH ORANGE PLASTIC CAP STAMPED "12920ES"
- FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP STAMPED "12920ES"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "MILBURN"
- FOUND 3/8" REBAR WITH RED PLASTIC CAP STAMPED "9522S"
- FOUND 3/8" REBAR
- POSITION ONLY – NOTHING FOUND OR SET

ABBREVIATIONS

(M) MEASURED DIMENSION
(R) RECORD DIMENSION
P.O.C. POINT OF COMMENCEMENT

RECORD DOCUMENTS

R P-2010-0000001 PL
R1 P-2020-00000XX

0 200 400

NOTE: WHILE NOT PREPRESENTED GRAPHICALLY A NEW MONUMENT WILL BE SET AT EVERY NEW LOT CORNER OR ITS CORESPONDING INTERSECTION WITH ROADWAY EASEMENTS.

BASIS OF BEARING

THE BEARING SOURCE FOR THIS SURVEY IS BASED ON AN RTK GPS AUTONOMOUS POSITION. THE BEARINGS PRODUCED ARE CONSIDERED GEODETIC NORTH AND ARE AS SHOWN ON THE ACCOMPANYING MAP.

NOTE:
IT IS NOT THE INTENT OF THIS SURVEY TO SHOW ALL EASEMENTS THAT MAY AFFECT THE SUBJECT OR ADJACENT PROPERTIES. NO TITLE REPORT HAS BEEN FURNISHED TO THE SURVEYOR AND NO SEARCH OF THE PUBLIC RECORDS FOR ANY OR ALL EASEMENTS THAT MAY AFFECT THE SUBJECT OR ADJACENT PROPERTIES HAS BEEN PERFORMED BY THE SURVEYOR. THEREFORE EASEMENTS OF RECORD MAY EXIST AND MAY NOT BE SHOWN ON THE ACCOMPANYING MAP.

SHEET TITLE: MISSOURI RIVER BIG BEND II, PART II		
FIELD WORK COMPLETION: 8/23/19	JOB NO./DRAWING NAME: 19CF/PLAT	SHEET: 2 OF 2
MONUMENTS SET: TBD	DRAFTED BY: CRB	DRAWING DATE: 7/31/20

bsc&e
ENGINEERS - PLANNERS - DESIGNERS - LAND SURVEYORS - ENVIRONMENTAL SPECIALISTS

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R0323002 CRS
Total Pages: 12 R 0 By: mejohnson 05/31/2016 09:34:49 AM
Cascade County, Rina Ft Moore - Clerk & Recorder

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY, MONTANA

RESOLUTION # 16-48

Rerecorded to add extra page to Exhibit "B" MEJohnson 5/31/16

RESOLUTION RELATING TO RURAL SPECIAL IMPROVEMENT DISTRICT NO. 16-01; DECLARING IT TO BE THE INTENTION OF THE BOARD OF COUNTY COMMISSIONERS TO CREATE RURAL SPECIAL IMPROVEMENT DISTRICT NO. 16-01 FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO

BE IT RESOLVED by the Board of County Commissioners (the "Board") of Cascade County (the "County"), Montana, as follows:

Section 1. Proposed Improvements; Intention to Create Districts. Pursuant to Section 7-12-2102, Montana Code Annotated, the County proposes to undertake certain local improvements (the "Improvements") to benefit certain property located in the County. The Improvements consist of designing, engineering, and construction and reconstruction of a 1.2-mile section of Fox Farm Road, as more particularly described in Section 5. It is the intention of this Board to create and establish in the County under Montana Code Annotated, Title 7, Chapter 12, Part 21, as amended (the "Act"), a rural special improvement district (the "District") for the purpose of financing the costs of the Improvements benefiting the District and paying costs incidental thereto. The total estimated costs of the Improvements, including costs incidental thereto, are $4,072,726.31.

Section 2. Number of District. The District, if the same shall be created and established, shall be known and designated as Rural Special Improvement District No. 16-01 of Cascade County, Montana.

Section 3. Boundaries of District. The limits and boundaries of the District are depicted on a map attached as Exhibit A hereto (which is hereby incorporated herein and made a part hereof) and more particularly described by the legal description of the lots within the District on Exhibit B hereto (which is hereby incorporated herein and made a part hereof), which boundaries are designated and confirmed as the boundaries of the District. A listing of each of the properties in the District and a description thereof is shown on Exhibit B hereto. None of the properties in the District is located within the limits of the City of Great Falls or other municipality.

Section 4. Benefited Property. The properties included within the District described in Section 3 and as shown on Exhibits A and B are hereby declared to be the properties which will be benefited by the Improvements located therein or serving such properties and will be assessed for the costs of the Improvements and incidental costs as described in Sections 1 and 7. The Board declares that all of the property in the District subject to assessment is benefited by the Improvements, not just the property abutting such improvements, and the contemplated work of Improvement, in the opinion of the Board, is of more than local or ordinary public benefit.

Section 5. General Character of the Improvements. The general character of the improvements is design, engineering, construction, and reconstruction of a 1.2 mile section of Fox Farm Road serving Fox Farm Road residents and adjacent areas, including Fawn Drive, Highwood Drive, Dune Drive Cub Drive, Hawk Drive, Bob Marshall Place, Little Belt Drive, Bear Paw Place, Sweetgrass Place, Dune Ridge Lane, Field Stone Court, Big Bend Lane, Bend View Lane, Big Bend Ridge, Missouri Shores, Morning View Lane, Missouri Bend, Rimrock Lane, Crossover Lane, Stoneridge Lane, Waters Edge Lane and Stonegate Rd.

R0322907 CRS
Total Pages: 11 R/0.00 By: tmarch 05/26/2016 01:59:33 PM
Cascade County, Rina Ft Moore - Clerk & Recorder

"Unofficial Copy"

Section 6. Engineer and Estimated Cost. Big Sky Civil & Environmental, Inc., of Great Falls, Montana, shall be the Engineer for the District. The Engineer has estimated that the cost of the Improvements, including all incidental costs, is approximately $4,072,726.31, as shown in Exhibit C.

Section 7. Assessment Methods.

7.1. Equal Assessments. Each lot, tract, or parcel of land in the District will be assessed an equal amount based upon the total cost of the financed Improvements and costs incidental thereto, which is estimated to be $4,072,726.31. By dividing this estimated cost equally among all properties in the District, the assessment per lot, tract or parcel is estimated to be $10,689.57.

If an increase occurs in the number of benefited lots, tracts, or parcels within the boundaries of the District during the term of the RSID, the Board will recalculate the amount assessable to each lot, tract or parcel. The recalculation will be based on the amount of the District's outstanding principal of and interest on the loan for the current fiscal year and the County will spread the assessments across the District based on the number of benefited lots, tracts, or parcels within the boundaries of the District as of the next taxing year following the action that resulted in the increase in the number of benefited lots, tracts, or parcels, all as provided in Section 7-12-2151(4), M.C.A. In doing so, the Board will comply with Sections 7-12-2158 through 7-12-2160, M.C.A.

From and after creation of the District the lien of the special assessments to pay or finance the costs of the Improvements and incidental costs is not extinguished or diminished by the combination or consolidation of multiple lots into fewer lots; accordingly, the area consisting of the combined or consolidated lot or lots will be assessed in an amount equal to the amount it would have been assessed had the combination or consolidation of lots not occurred.

7.2. Assessment Methodology Equitable and Consistent with Benefit. This Board hereby determines that the method of assessment and the assessment of costs of the specific Improvements against the properties benefited thereby as prescribed in this Section 7 are equitable and in proportion to and not exceeding the special benefits derived from the Improvements by the lots, tracts and parcels to be assessed therefor within the District.

Section 8. Method of Financing; Payment of Assessments for Repayment of Bonds. The special assessments for the costs of the Improvements benefiting the District and costs incidental thereto shall be payable over a term not exceeding 20 years, each in equal semiannual installments of principal, plus interest as allowed by law, or equal semiannual payments of principal and interest as allowed by law, as this Board shall prescribe in the resolution authorizing the issuance of the loan. Property owners have the right to prepay assessments as provided by law. The estimated total principal amount of special assessments for undertaking the Improvements against each property in the District is estimated to be $9,186.35. In the event the District is created and the loan is issued, the special assessments levied against property in the District will be stated as semiannual installments of principal and interest.

"Unofficial Copy"

Section 9. Public Hearing; Protests. At any time within thirty (30) days from and after the date of the first publication of the notice of the passage and approval of this resolution, any owner of real property within the District subject to assessment and taxation for the cost and expense of making the Improvements may make and file with the County Clerk and Recorder until 5:00 p.m., M.T., on the expiration date of said 30-day period (July 7, 2016), written protest against the proposed Improvements, or against the extension or creation of the District or both. Such protest must be in writing, identify the property in the District owned by the protestor and be signed by all owners of the property. The protest must be delivered to the County Clerk and Recorder, who shall endorse thereon the date of its receipt by him or her. This Board will, at its next regular meeting after the expiration of the thirty (30) days in which such protests in writing can be made and filed, proceed to hear all such protests so made and filed, which said regular meeting will be held on Tuesday, July 12, 2016 at 9:30 a.m., at the Cascade County Courthouse Annex, 325 2nd Avenue North, Room 105, Great Falls, Montana.

Section 10. Notice of Passage of Resolution of Intention. The County Public Works Department is hereby authorized and directed to publish or cause to be published a copy of a notice of the passage of this resolution in the *Great Falls Tribune*, a newspaper of general circulation in the County, on June 5, 2016 and June 12, 2016, in the form and manner prescribed by law, and to mail or cause to be mailed a copy of said notice to every person, firm, corporation, or the agent of such person, firm, or corporation having real property within the District listed in his or her name upon the last completed assessment roll for state, county, and school district taxes, at his last-known address, on or before the same day such notice is first published. A copy of this resolution, as approved, will be posted to the County website.

PASSED AND ADOPTED by the Board of County Commissioners of Cascade County, Montana, this 26th day of May, 2016.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James Larson, Commissioner

Jane Weber, Commissioner

ATTEST:

Rina Fontana Moore, Clerk & Recorder
Cascade County, Montana

"Unofficial Copy"

EXHIBIT A

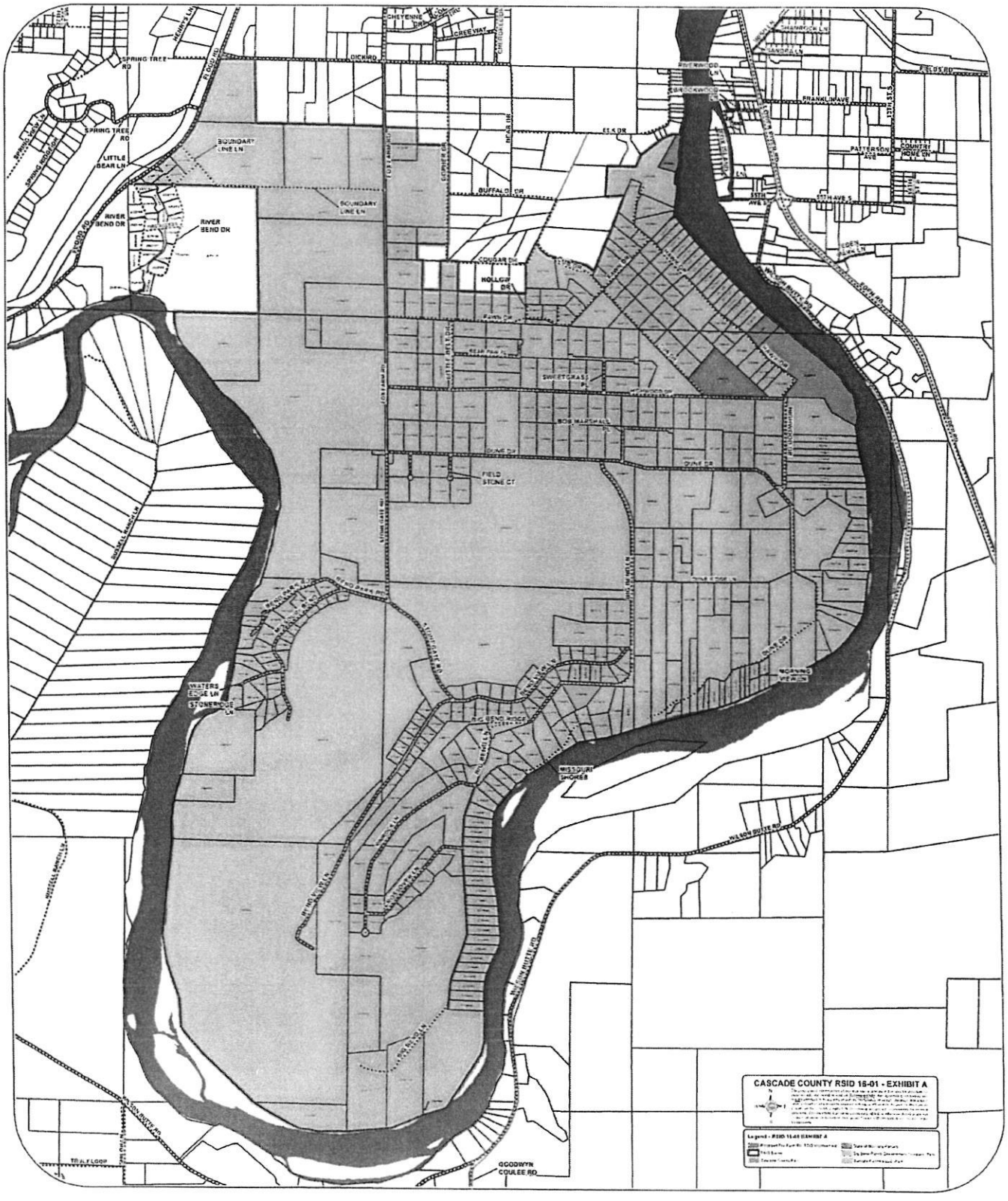
CASCADE COUNTY RSID 16-01 - EXHIBIT A
SPRING TREE RD
LITTLE BEAR LN
BOUNDARY LINE LN
RIVER BEND DR
DICKIRD
ELK DR
BUFFALO DR
COUGAR DR
HOLLOW DR
SWEETGRASS
BOB MARSHALL
DUNE DR
FIELD STONE CT
WATERS EDGE LN
STONEBRIDGE LN
BIG BEND RIDGE
MISSOURI SHORES
WORKING PRAIRIE
FRANKLIN AVE
PATTERSON AVE
WILSON BUTTE RD
GOODWYN COULEE RD
TRAIL LOOP

EXHIBIT B

PARCEL NUMBER	GEOCODE	LEGAL OWNER	IN CARE OF	ADDRESS	CITY	STATE	ZIP CODE	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION
1971045	02289211101190000	MAYNARD ROBERT & BONNIE		20 BEND VIEW LN	GREAT FALLS	MT	59404	10	1		BIG BEND RANCH PHASE VIIILOT 10 BLOCK 1Ma
1971050	02289211101210000	HUSTON RAYMOND D & SANDRA A		23 BEND VIEW LN	GREAT FALLS	MT	59404-6491	11	1		BIG BEND RANCH PHASE VIIIMark:
1971055	02289211101230000	ROWLEY STEVE L & TERRI L		126 HAWK DR	GREAT FALLS	MT	59404	12	1		BIG BEND RANCH PHASE VIIMark:
1971060	02289211101250000	VINNEDGE STEVEN D & DONNA L		13 BEND VIEW LN	GREAT FALLS	MT	59404	13	1		BIG BEND RANCH PHASE VIIMark:
1971065	02289211101270000	KELLY THOMAS L & AMBER E		11 BEND VIEW LN	GREAT FALLS	MT	59404-6491	14	1		BIG BEND RANCH PHASE VIIMark:
1971175	02289211101330000	FERDA PAUL S & CONNIE L		60 BIG BEND LN	GREAT FALLS	MT	59404	36	1		BIG BEND RANCHMark:
1971180	02289211101350000	COMPTON MICHAEL B & AMY JO		56 BIG BEND LN	GREAT FALLS	MT	59404	37	1		BIG BEND RANCHMark:
1971185	02289211101290000	THOMAS PATRICK J		68 BIG BEND LN	GREAT FALLS	MT	59404	38	1		BIG BEND RANCHMark:
1971190	02289211101310000	THOMAS PATRICK J		68 BIG BEND LN	GREAT FALLS	MT	59404	39A	1		BIG BEND RANCHLOT: 39A BLOCK": 1Mark:
1971230	02289203402330000	GORE HILL FIRE SERVICE AREA		4401 62ND AVE SW	GREAT FALLS	MT	59404	1	2		BIG BEND RANCH PHASE IVMark:
1971231	02289203402310000	TOMPERS PETER & KRISTI		10 STONEGATE RD	GREAT FALLS	MT	59404	2	2		BIG BEND RANCH PHASE IVLOT 2 BLOCK 2Mark:
1971425	02289211103150000	LANE PATRICK THOMAS ETAL		18529 126TH ST SE	SNOHOMISH	WA	98290-8639	8	4		BIG BEND RANCH PHASE XMark:
1971430	02289211103170000	BENSKI JENNIFER A		33619 COUNTRY RD 32	UTICA	MN	55979	9	4		BIG BEND RANCH PHASE XLOT 9 BLOCK 4Mark:
1971435	02289211103190000	VASSAR KENNETH & DEBORAH		4508 12TH ST NE	GREAT FALLS	MT	594044259	10	4		BIG BEND RANCH PHASE XMark:
1971440	02289211103210000	REDDING GEORGE A & LINNIE J		2922 SOUTH RACE ST	DENVER	CO	80210	11	4		BIG BEND RANCH PHASE XMark:
1971445	02289211103230000	NASSAR DAVID T & MARY E		94 BEND VIEW LN	GREAT FALLS	MT	59404	12	4		BIG BEND RANCH PHASE IIIMark:
1971450	02289211103250000	MILLER TIMOTHY WAYNE & CONNIE JEAN		88 BEND VIEW LN	GREAT FALLS	MT	59404-6491	13	4		BIG BEND RANCH PHASE IIIMark:
1971455	02289211103270000	BUCK MICHAEL A & SHERIDAN H		82 BEND VIEW LN	GREAT FALLS	MT	59404	14	4		BIG BEND RANCHMark:
1971460	02289211103290000	SOWERS LEE		6000 HEAVENS VIEW LN	GREAT FALLS	MT	59404	15	4		BIG BEND RANCHMark:
1971465	02289211103310000	GARDNER LARRY E & KELLI R		72 BEND VIEW LN	GREAT FALLS	MT	59404-6491	16	4		BIG BEND RANCHMark:
1971470	02289211103330000	SCHNEIDER HOWARD R & NICOLE M		68 BEND VIEW LN	GREAT FALLS	MT	59404-6491	17	4		BIG BEND RANCHMark:
1971475	02289211103350000	DENIS MARK AARON & KAREN LYNN		62 BEND VIEW LN	GREAT FALLS	MT	59404	18	4		BIG BEND RANCHLOT 18 BLOCK 4
1971480	02289211103370000	DENIS MARK A & KAREN L		62 BEND VIEW LN	GREAT FALLS	MT	59404	19	4		BIG BEND RANCHLOT 19 BLOCK 4Mark:
1971490	02289211103410000	WHEELER SETH T & JAMEY L		48 BEND VIEW LN	GREAT FALLS	MT	59404-6491	20	4		BIG BEND RANCH PHASE VIIMark:
1971495	02289211103430000	WOLOSZYN HENRY E & KIMBERLY L		455 W EDEN RD	GREAT FALLS	MT	59403	21	4		BIG BEND RANCH PHASE VMark:
1971500	02289211103450000	SMITH CLAUDE & LYNETTE		42 BEND VIEW LN	GREAT FALLS	MT	59404	22	4		BIG BEND RANCH PHASE VMark:
1971505	02289211103470000	ZURICH MICHAEL A		1503 MAGDALENA AVE	CHULA VISTA	CA	91913	23	4		BIG BEND RANCH PHASE VMark:
1971510	02289211103490000	RIDER BILLIE F		28 BEND VIEW LN	GREAT FALLS	MT	59404-6491	24A	4		BIG BEND RANCH PHASE VIMark:
1971515	02289211103510000	MEYER KIRKLEN A & KATTIE		417 CENTRAL AVE STE 1A	GREAT FALLS	MT	59401	25A	4		BIG BEND RANCH PHASE VILOT 25A BLOCK 4Mar
1971520	02289211103530000	MAYNARD ROBERT & BONNIE L		20 BEND VIEW LN	GREAT FALLS	MT	59404	26	4		BIG BEND RANCH PHASE VIMark:
1971525	02289211103550000	NEWMILLER VICKI L & RONALD W		16 BEND VIEW LN	GREAT FALLS	MT	59404	27	4		BIG BEND RANCH PHASE VIMark:
1971530	02289211103570000	RABINOWITZ ARTHUR JAMES & TRACIE M		12 BEND VIEW LN	GREAT FALLS	MT	59404	28	4		BIG BEND RANCH PHASE VIILOT 28 BLOCK 4Mar
1971535	02289211103590000	PACIFIC HIDE & FUR DEPOT		5 RIVER DR S	GREAT FALLS	MT	59405	29	4		BIG BEND RANCH PHASE VIIILOT 29 BLOCK 4Ma
1971537	02289211103610000	BROOKS WILLIAM & KARRIE		8 BEND VIEW LN	GREAT FALLS	MT	59404	30	4		BIG BEND RANCH PHASE VIIILOT 30 BLOCK 4Ma
1971595	02289210110010000	EARL BRETT & ANNA		5 STONERIDGE LN	GREAT FALLS	MT	59404	1	6		BIG BEND RANCH PHASE IXLOT 1 BLOCK 6Mark:
1971600	02289210110030000	DORAN CASEY TANDEE R		1601 2ND AVE N	GREAT FALLS	MT	59401	2	6		BIG BEND RANCH PHASE IXMark:
1971605	02289210110050000	FRITZ RYAN R		3516 7TH AVE S	GREAT FALLS	MT	59405	3	6		BIG BEND RANCH PHASE IXLOT 3 BLOCK 6Mark:
1971610	02289210110070000	RJR AT BIG BEND LLC		249 LONGVIEW DR	LANCASTER	VA	22503	4A	6		AMPL 2007-49BIG BEND RANCH PHASE IXMark:
1971620	02289210110110000	HAGFELDT CLINTON L		1306 DIXIE DOWN CT	HENDERSON	NV	89011	6	6		BIG BEND RANCH PHASE IXMark:
1971625	02289210110130000	SWARTZ TOM & BETTY		6 STONRIDGE LN	GREAT FALLS	MT	59404	7	6		BIG BEND RANCH PHASE IXLOT 7 BLOCK 6Mark:
1971630	02289210110150000	BIG BEND RANCH DEVELOPMENT COMPANY		75 SPRING RIDGE DR	GREAT FALLS	MT	59404	8	6		BIG BEND RANCH PHASE IXLOT 8 BLOCK 6Mark:
1971720	02289210116030000	GARCIA STEVEN J		59 BEND PARK RD	GREAT FALLS	MT	59404	5	7		BIG BEND RANCHLOT 5 BLOCK 7Mark:
1971725	02289210116050000	PALMER RICHARD J		1029 25TH AVE SW	GREAT FALLS	MT	59404	6A	7		BIG BEND RANCHMark:
1971735	02289210116090000	HINDE JAMES D ETAL		PO BOX 6503	GREAT FALLS	MT	59406-6503	8	7		BIG BEND RANCHMark:
1971740	02289210116110000	HARRIS SAMUEL L		19 WATERS EDGE LANE	GREAT FALLS	MT	59404	9	7		BIG BEND RANCHLOT 9 BLOCK 7Mark:
1971745	02289210116130000	BLAINE JACK H ETAL		249 LONGVIEW DR	LANCASTER	VA	22503	10	7		BIG BEND RANCHMark:
1971810	02289210116390000	LAKES BRIAN & SUSAN		49 MISSOURI BEND	GREAT FALLS	MT	59404	23	7		BIG BEND RANCHMark:
1971815	02289210116410000	RAY RONALD G & PEGGY K		146 HAWK DR	GREAT FALLS	MT	59404	24	7		BIG BEND RANCHMark:
1971820	02289210116430000	CAREY THOMAS E ETAL		2705 BONITA DR	GREAT FALLS	MT	59404	25	7		BIG BEND RANCHMark:
1971825	02289210116450000	PALMER RICHARD J		1029 25TH AVE SW	GREAT FALLS	MT	59404	26	7		BIG BEND RANCHMark:
1971830	02289210116470000	WALDENBERG JAMES R & NANCY A		PO BOX 3566	GREAT FALLS	MT	594033566	27	7		BIG BEND RANCHLOT 27 BLOCK 7
1971835	02289210116490000	BALTRUSCH KURT P & VELDA J TRUST		23 MISSOURI BEND	GREAT FALLS	MT	59404	28A	7		BIG BEND RANCHMark:
1971840	02289210116510000	BALTRUSCH KURT P & VELDA J TRUST		23 MISSOURI BEND	GREAT FALLS	MT	59404	29A	7		BIG BEND RANCH PHASE IIIMark:
1971845	02289210116530000	PATTON RAE		25588 W ST KATERI DR	BUCKEYE	AZ	85326-2126	30	7		BIG BEND RANCH PHASE IIIMark:
1971850	02289210116550000	JAMES ANGELA		PO BOX 1973	GREAT FALLS	MT	594031973	31	7		BIG BEND RANCH PHASE IIILOT 31 BLOCK 7Mar

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EXHIBIT B

PARCEL NUMBER	GEOCODE	LEGAL OWNER	IN CARE OF	ADDRESS	CITY	STATE	ZIP CODE	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION
1971855	02289211104150000	GALEO ANTHONY JOSEPH ETAL		5756 N TUCSON MOUNTAIN DR	TUCSON	AZ	857437701	1A	8		BIG BEND RANCHMark:
1971865	02289211104110000	JOHNSON PAUL M & JANELLE L		89 BEND VIEW LN	GREAT FALLS	MT	59404	3	8		BIG BEND RANCHMark:
1971870	02289211104090000	PROSSER KEVIN & KIMBERLY		95 BEND VIEW LN	GREAT FALLS	MT	59404	4	8		BIG BEND RANCHMark:
1971875	02289211104070000	SMELTZER PHILIP A & JO EMILY M		2468 RACQUET CLUB DR	SEABROOK ISLAND	SC	29455	5	8		BIG BEND RANCHMark:
1971880	02289211104050000	SORENSEN TYLER K & SARAH V		103 BEND VIEW LN	GREAT FALLS	MT	59404	6	8		BIG BEND RANCH PH XILOT 6 BLOCK 8Mark:
1971885	02289211104030000	KRUMM ROBERT G & JANET M		107 BEND VIEW LN	GREAT FALLS	MT	59404	7	8		BIG BEND RANCHMark:
1971890	02289211104010000	HENTON WAYNE P & MARIE L		113 BEND VIEW LN	GREAT FALLS	MT	59404	8	8		BIG BEND RANCHMark:
1971895	02289210104010000	BIG BEND RANCH DEVELOPMENT COMPANY		329 FLOOD RD	GREAT FALLS	MT	59404	9	8		BIG BEND RANCH PHASE XIIMark:
1971900	02289210104030000	JURASEK BRANDON G & ALICE K		36 MISSOURI BEND	GREAT FALLS	MT	59404	10	8		BIG BEND RANCH PHASE XIIMark:
1971905	02289210104050000	BIG BEND RANCH DEVELOPMENT COMPANY		329 FLOOD RD	GREAT FALLS	MT	59404	11	8		BIG BEND RANCH PHASE XIIMark:
1971910	02289210104070000	BIG BEND RANCH DEVELOPMENT COMPANY		75 SPRING RIDGE DR	GREAT FALLS	MT	59404	12	8		BIG BEND RANCH PHASE XIILOT 12 BLOCK 8Mar
1971920	02289210104090000	PARKER JOHN & CARRIE		24 MISSOURI BEND	GREAT FALLS	MT	59404	13	8		BIG BEND RANCH PHASE XIIMark:
1971925	02289210104110000	BIG BEND RANCH DEVELOPMENT COMPANY		329 FLOOD RD	GREAT FALLS	MT	59404	14	8		BIG BEND RANCH PHASE XIIMark:
1971930	02289210104130000	UPTMOR GARY G & MARILYN		14 MISSOURI BEND	GREAT FALLS	MT	59404	15	8		BIG BEND RANCH PHASE XIIMark:
1971935	02289210104150000	BIG BEND RANCH DEVELOPMENT COMPANY		75 SPRING RIDGE DR	GREAT FALLS	MT	59404	16	8		BIG BEND RANCH PHASE XIILOT 16 BLOCK 8Mar
1971940	02289210104170000	ROSSBERG SUNDAY Z		16 BEND PARK RD	GREAT FALLS	MT	59404	17	8		BIG BEND RANCH PHASE XIILOT 17 BLOCK 8Mar
1971945	02289203404010000	COHAN FAMILY LIVING TRUST		17 BEND PARK RD	GREAT FALLS	MT	59404	6A	2		BIG BEND RANCH PHASE XIILOT: 6A BLOCK 2M
1971950	02289202302040000	BIG BEND RANCH DEVELOPMENT COMPANY		75 SPRING RIDGE DR	GREAT FALLS	MT	59404	3	1		BIG BEND RANCH PH X1VLOT: 3 BLOCK: 1
1971955	02289202302050000	BIG BEND RANCH DEVELOPMENT COMPANY		329 FLOOD RD	GREAT FALLS	MT	59404	4	1		BIG BEND RANCH PH X1VLOT: 4 BLOCK: 1
1971960	02289202302120000	BIG BEND RANCH DEVELOPMENT COMPANY		325 FLOOD RD	GREAT FALLS	MT	59404	19	1		BIG BEND RANCH PH X1VLOT: 19 BLOCK: 1
1971965	02289202302130000	HOLLAND KENNETH C CHERYL		8 FIELD STONE COURT	GREAT FALLS	MT	59404	2	19	3E	BIG BEND RANCH PH X1VLOT: 20 BLOCK: 1
1984620	02301535301200000	BROWNE ROBERT T & JENISE M		6 COUGAR DR	GREAT FALLS	MT	59404	12B			CASEY MINOR ILOT 12BMark:
1984630	02301535301010000	LOOSE DONALD J & MARIANNE		23 FAWN DR	GREAT FALLS	MT	59404	12C			CASEY MINOR IMark:
1984640	02301535301280000	GUNDERSON JAMES N & MAXIE A		15 FAWN DR	GREAT FALLS	MT	59404-6449	12D			CASEY MINOR IMark:
1999200	02289201302050G001	GAVRISHEFF ALEXIS M & SUGENE		158 DUNE DR	GREAT FALLS	MT	59404	1A			DUNESMark:
1999220	02289201302050000	BUER BRUCE H & JUDITH M		160 DUNE DR	GREAT FALLS	MT	59404-6434	1AB			DUNESMark:
1999300	02289201302060000	WHEATLEY KAREN F		1409 6TH AVE N	GREAT FALLS	MT	59401	1B			DUNESMark:
1999400	02289201302070000	BYRNE PATRICK T & ANITA W		152 DUNE DR	GREAT FALLS	MT	59404-6434	1C			DUNESMark:
1999500	02289201302080000	HORTON JERRY K & ANNA L		132 DUNE DR	GREAT FALLS	MT	59404-6434	1D			DUNESMark:
1999600	02289201302010000	SHUMAKER DUANE PATRICK & TERESA ANN		43 DUNE RIDGE LN	GREAT FALLS	MT	59404-6457	1E			DUNESMark:
1999625	02289201302090000	JACKSON DAVID L & AMY S		33 BIG BEND LN	GREAT FALLS	MT	59404-6460	1.00E+01			DUNESMark:
1999650	02289201302100000	HILL TERRY A & RONICA K		49 DUNE RIDGE LN	GREAT FALLS	MT	59404-6457	1.00E+02			DUNESMark:
1999700	02289201302020000	MOTT ALAN D		PO BOX 1153	GREAT FALLS	MT	594031153	1F			DUNESMark: 1F
1999725	02289201302010G001	LAHTI REVOCALBLE TRUST		41 DUNE RIDGE LN	GREAT FALLS	MT	59404-6457	1F2			DUNESMark:
1999750	02289201302020G001	MANCHESTER DALE H & SUSAN M		35 DUNE RIDGE LN	GREAT FALLS	MT	59404-6457	1F1			DUNESMark:
1999800	02289201302030000	LIGGETT SCOT & JOANNE		27 DUNE RIDGE LN	GREAT FALLS	MT	59404-6457	1G			DUNESMark:
1999900	02289201302040000	SHANAHAN LAYNE R TRUST ETAL		220 DUNE DR	GREAT FALLS	MT	59404-6435	1H			DUNESMark:
2000000	02289212102540000	PILLING DENNIS C & ELVA C		173 DUNE DR	GREAT FALLS	MT	59404-6434	12A			DUNESMark:
2000100	02289212102520000	PILLING DENNIS C & ELVA E		173 DUNE DR	GREAT FALLS	MT	59404-6434	12A3			DUNESMark:
2000200	02289212102500000	SHANAHAN LAYNE R TRUST ETAL		220 DUNE DR	GREAT FALLS	MT	59404-6435	12A4			DUNESMark:
2000400	02289212102480000	CALLIES DAVID F		600 10TH AVE SW	GREAT FALLS	MT	59404-3310	12A6			DUNESMark:
2000500	02289212202420000	WEBER RICHARD E & CYNTHIA L		240 DUNE DR	GREAT FALLS	MT	59404	12B			DUNESMark:
2000700	02289212202360000	HAFFNER JANET L		PO BOX 6488	GREAT FALLS	MT	59406-648B	12C4			DUNES LOTS 12C1 -M
2000800	02289212202330000	TAYLOR MICHELLE		251 DUNE DR	GREAT FALLS	MT	59404	12D			DUNESMark:
2000900	02289212102340000	CARLTON JEFFERY G & SALLY A		250 DUNE DR	GREAT FALLS	MT	59404	12E			DUNESMark:
2001000	02289212202300000	PETERSON MARK P & ANNETTE S		26 DUNE RIDGE LN	GREAT FALLS	MT	59404	1.20E+02			DUNESMark:
2001001	02289212202270000	DONAHUE MICHAEL & TESSA		251 DUNE DR	GREAT FALLS	MT	59404-6433	1.20E+03			DUNESMark:
2001003	02289212102300000	MOORMAN MATTHEW W & JAYMIE S		252 DUNE DR	GREAT FALLS	MT	59404	1.20E+04			DUNESLOT 12-E3Mark:
2001025	02289212102360000	SIMMONS JAMES RAY & JILL S		248 DUNE DR	GREAT FALLS	MT	59404-6435	1.20E+05			TRT 1,COS 2468DUNESMark:
2001100	02289212102240000	MCINTOSH SCOTT W & LEAH M		258 DUNE DR	GREAT FALLS	MT	59404-6435	12F1			DUNES 12G3 &
2001200	02289212102260000	GRIFFIN JEFFREY DODGE ETAL		256 DUNE DR	GREAT FALLS	MT	59404-6435	12F2			DUNESMark:
2001300	02289212102280000	ONDLER THEODORE D		254 DUNE DR	GREAT FALLS	MT	59404	12	19	3E	DUNESMark: 12F-3
2001400	02289212202240000	QUINN DARRELL L & ELLEN L		255 DUNE DR	GREAT FALLS	MT	59404	12G5			DUNES 12F4, 12F5, 12G4 &
2001600	02289212202210000	RUBNER PENNY A		34 DUNE RIDGE LN	GREAT FALLS	MT	59404-6457	12F6			DUNESMark:
2001710	02289212102170000	GALLAGHER SHERRY		262 DUNE DR	GREAT FALLS	MT	59404	12G1			DUNESMark:

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EXHIBIT B

PARCEL NUMBER	GEOCODE	LEGAL OWNER	IN CARE OF	ADDRESS	CITY	STATE	ZIP CODE	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION
2001720	02289212102190000	BUSBY DEXTER & COLLEEN		260 DUNE DR	GREAT FALLS	MT	59404-6435	12G2			DUNESMark:
2001740	02289212202180000	JEFFERS JAMES D & DORIS G		904 KETTLE ROCK CT	COLORADO SPRINGS	CO	80921	12G6			DUNESMark:
2001900	02289212202150000	O'CONNELL MARSHALL & DIANE		PO BOX 5158	PETALUMA	CA	94955-5158	12H			DUNESMark:
2001925	02289212102150000	SEIM SCOTT A		5501 HENRYS LN	GREAT FALLS	MT	59404	12H1			DUNESMark:
2001999	02289212102090000	SCHERMELE BERNARD C & LEOTA J	SEIM SCOTT A & LONNIE H	5501 HENRY'S LN	GREAT FALLS	MT	59404	12I1			DUNESMark:
2002002	02289212202120000	GALLAGHER RICHARD F ETAL		PO BOX 1645	GREAT FALLS	MT	59403-1645	12I2			DUNESMark:
2002005	02289212202090000	GALLAGHER RICHARD F		PO BOX 1645	GREAT FALLS	MT	59403-1645	12I3			DUNESMark:
2002100	02289212202060000	GALLAGHER RICHARD F		PO BOX 1645	GREAT FALLS	MT	59403-1645	12J			DUNESMark:
2002200	02289212202030000	GALLAGHER RICHARD F		PO BOX 1645	GREAT FALLS	MT	59403-1645	12K			DUNESMark:
2002300	02289212102030000	SECHENA ROBERT W & DAWN M		1526 CENTRAL AVE	GREAT FALLS	MT	59401-3836	12K1			DUNESMark:
2037500	02301535301120000	EHRHARDT PATRICIA & TERRY		26 CUB DR	GREAT FALLS	MT	59404-6425	1			FOX VALLEY ESTATES 2Mark:
2037600	02301535301130000	DELANEY JAMES A & DONNA M		20 CUB DR	GREAT FALLS	MT	59404-6425	2			FOX VALLEY ESTATES 2Mark:
2038000	02301535301090000	HAINES JOHN O & KATHLEEN A		77 FAWN DR	GREAT FALLS	MT	59404	6			FOX VALLEY ESTATES 2Mark:
2038100	02301535301110000	AMBUEHL JONNIE & ANN M		19 HOLLOW DR	GREAT FALLS	MT	59404	7			FOX VALLEY ESTATES 2Mark:
2038200	02301535301160000	AMBUEHL JONNIE & ANN M		19 HOLLOW DR	GREAT FALLS	MT	59404	8			FOX VALLEY ESTATES 2Mark:
2038300	02301535301170000	KUEFFLER RICHARD J & JAYNE L		7 HOLLOW DR	GREAT FALLS	MT	59404-6467	9			FOX VALLEY ESTATES 2Mark:
2038400	02301535301050000	BECK TJ & ASHTON LEIGH		53 FAWN DR	GREAT FALLS	MT	59404	10			FOX VALLEY ESTATES 2LOT 10Mark:
2038500	02301535301060000	SHUMSKI LEONARD M & DELIA E		59 FAWN DR	GREAT FALLS	MT	59404-6449	11			FOX VALLEY ESTATES 2Mark:
2038600	02301535301070000	SANDY JOHN E & CAROL L		65 FAWN DR	GREAT FALLS	MT	59404-6449	12			FOX VALLEY ESTATES 2Mark:
2038700	02301535301080000	AMBUEHL JONNIE & ANN M		19 HOLLOW DRIVE	GREAT FALLS	MT	59404	13			FOX VALLEY ESTATES 2Mark:
2130600	02289211105310000	HUSTED LORI M REVOCABLE LIVING TRUST		60 MISSOURI SHORES	GREAT FALLS	MT	59404	1			MISSOURI RIVER BIG BENDMark:
2130602	02289211105290000	WILSON THOMAS M JR & KATHLEEN A		54 MISSOURI SHORES	GREAT FALLS	MT	59404	2			MISSOURI RIVER BIG BENDMark:
2130604	02289211105270000	MEALEY JOHN F & ANN M		4005 17TH AVE S	GREAT FALLS	MT	59405	3			MISSOURI RIVER BIG BENDMark:
2130606	02289211105250000	PURSLEY MICHAEL		8886 US HWY 89	GREAT FALLS	MT	59405	4			MISSOURI RIVER BIG BENDMark:
2130608	02289211105230000	GOODNOW JOHN		PO BOX 7010	GREAT FALLS	MT	59406-7010	5A			MISSOURI RIVER BIG BENDMark:
2130610	02289211105210000	WATANABE MORIO ETAL		2804 CAMBRAI CIR	OCEAN SPRINGS	MS	39564	6			MISSOURI RIVER BIG BENDMark:
2130612	02289211105190000	KREBS DAVID J		515 28TH AVE NW	GREAT FALLS	MT	59404	7A			MISSOURI RIVER BIG BENDMark:
2130614	02289211105170000	NEWMACK JENNIFER & JASON		20 MISSOURI SHORES	GREAT FALLS	MT	59404	8			MISSOURI RIVER BIG BENDLOT 8Mark:
2130616	02289211105150000	INMAN DAVID F		16 MISSOURI SHORES	GREAT FALLS	MT	59404	9			MISSOURI RIVER BIG BENDMark:
2130618	02289211105130000	VUKASIN LAURA		PO BOX 7491	GREAT FALLS	MT	59406	10			MISSOURI RIVER BIG BENDMark:
2130620	02289211105110000	ENOTT JOHN		175 BIG BEND LN	GREAT FALLS	MT	59404	11			MISSOURI RIVER BIG BENDMark:
2130622	02289211105090000	ENOTT JOHN		175 BIG BEND LN	GREAT FALLS	MT	59404	12			MISSOURI RIVER BIG BENDLOT 12Mark:
2130624	02289211105070000	SKILLMAN KENNETH L & LYNN M		179 BIG BEND LN	GREAT FALLS	MT	59404-6488	13			MISSOURI RIVER BIG BENDMark:
2130626	02289211105050000	KONESKY CLIFFORD & SUANN		183 BIG BEND LN	GREAT FALLS	MT	59404-6488	14			MISSOURI RIVER BIG BENDMark:
2130628	02289211105030000	WALTER COLTON D & CARRIE C		2017 13TH ST SW	Great Falls	MT	59404	15			MISSOURI RIVER BIG BENDLOT 15Mark
2130630	02289211105010000	WHITCROFT RICHARD		191 BIG BEND LN	GREAT FALLS	MT	59404	16			MISSOURI RIVER BIG BENDMark:
2130632	02289214202330000	MCDANIEL FAMILY LIVING TRUST						17			MISSOURI RIVER BIG BENDLOT 17Mark:
2130634	02289214202310000	OHMAN MATTHEW C & CYNTHIA M		2731 HUCKLEBERRY DRIVE	GREAT FALLS	MT	59404	18			MISSOURI RIVER BIG BENDLOT 18Mark:
2130636	02289214202290000	SODERMAN BOYD		1761 PARK GARDEN RD	GREAT FALLS	MT	59404	19			MISSOURI RIVER BIG BENDMark:
2130638	02289214202270000	WETZEL MATTHEW S & LINDSAY M		207 BIG BEND LN	GREAT FALLS	MT	59405	20			MISSOURI RIVER BIG BENDLOT 20Mark:
2130640	02289214202250000	SKOVRON TOM		215 BIG BEND LN	GREAT FALLS	MT	59404	21			MISSOURI RIVER BIG BENDLOT 21Mark:
2130642	02289214202230000	SKOVRON THOMAS J		215 BIG BEND LN	GREAT FALLS	MT	59404	22			MISSOURI RIVER BIG BENDMark:
2130644	02289214202210000	FILIPOWICZ JAMES S & DEBRA		219 BIG BEND LN	GREAT FALLS	MT	59404	23			MISSOURI RIVER BIG BENDMark:
2130646	02289214202190000	FILIPOWICZ JAMES & DEBRA		219 BIG BEND LN	GREAT FALLS	MT	59404	24			MISSOURI RIVER BIG BENDMark:
2130648	02289214202170000	FILIPOWICZ JAMES & DEBRA		219 BIG BEND LN	GREAT FALLS	MT	59404	25			MISSOURI RIVER BIG BENDMark:
2130650	02289214202150000	DUVAL BASKAR		1115 VINEYARD WAY	BILLINGS	MT	59106	26			MISSOURI RIVER BIG BENDLOT 26Mark:
2130652	02289214202130000	DUVAL BASKAR		1115 VINEYARD WAY	BILLINGS	MT	59106	27			MISSOURI RIVER BIG BENDLOT 27Mark:
2130654	02289214202110000	MURPHY JANELL M ETAL		1502 MEADOWLARK DR	GREAT FALLS	MT	59404	28			MISSOURI RIVER BIG BENDMark:
2130656	02289214202090000	JANKIEWICZ ROBINETTE L & NICHOLAS J		252 DUNE DR	GREAT FALLS	MT	59404	29			MISSOURI RIVER BIG BENDLOT 29Mark:
2130658	02289214202070000	MENGHINI NEIL A		3521 2ND AVE S	GREAT FALLS	MT	59405	30			MISSOURI RIVER BIG BENDMark:
2130660	02289214202050000	BLACKWELL DAVID		300 15TH ST S #B	GREAT FALLS	MT	59405	31			MISSOURI RIVER BIG BENDMark:
2130662	02289214202030000	BLACKWELL DAVID		300 15TH ST S #B	GREAT FALLS	MT	59405	32			MISSOURI RIVER BIG BENDMark:
2130664	02289214202010000	MITCHELL MICHAEL W & BONNIE R		259 BIG BEND LN	GREAT FALLS	MT	59404-6458	33			MISSOURI RIVER BIG BENDMark:
2130666	02289211105350000	PALAGI KENNETH C JR & THERESA D		91 BIG BEND LN	GREAT FALLS	MT	59404	34			MISSOURI RIVER BIG BENDLOT 34Mark
2130668	02289211105330000	PIKE GREGG DANIEL & MALINDA MARLEY		15 COUGAR DR	GREAT FALLS	MT	59404	35			MISSOURI RIVER BIG BENDMark

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EXHIBIT B

PARCEL NUMBER	GEOCODE	LEGAL OWNER	IN CARE OF	ADDRESS	CITY	STATE	ZIP CODE	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION
2130670	02289211105370000	PIKE GREGG DANIEL & MALINDA MARLEY		307 FLOOD RD	GREAT FALLS	MT	594046402	36			MISSOURI RIVER BIG BENDMark:
2130672	02289211105390000	HEIDLOFF GREGORY A		8514 164TH ST CT E	PUYALLUP	WA	98375	37			MISSOURI RIVER BIG BENDMark:
2130674	02289211105410000	PHILLIPS JOHN E & JERI L		700 5TH AVE N	GREAT FALLS	MT	59401	38			MISSOURI RIVER BIG BENDMark:
2130676	02289211105430000	CLARK TODD & LARA		123 BIG BEND LN	GREAT FALLS	MT	59404	39			MISSOURI RIVER BIG BENDLOT 39Mark:
2130678	02289211105450000	WATANABE MORIO ETAL		2804 CAMBRAI CIR	OCEAN SPRINGS	MS	39564	40A			MISSOURI RIVER BIG BENDMark:
2130680	02289211105470000	WESTMORELAND RESIDENTIAL PROPERTIES LLC		PO BOX 3151	GREAT FALLS	MT	594033151	41A			MISSOURI RIVER BIG BENDMark:
2130682	02289211105490000	CORNWELL CALVIN W & KAMIE L		1 MISSOURI SHORES	GREAT FALLS	MT	59404-6493	42A			MISSOURI RIVER BIG BENDMark
2130684	02289211106010000	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404	43			MISSOURI RIVER BIG BENDMark:
2130686	02289211106030000	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404	44			MISSOURI RIVER BIG BENDMark:
2130688	02289211106050000	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404	45			MISSOURI RIVER BIG BENDMark:
2130690	02289211106070000	DAWAD NAFAA HUSSAIN		500 SATURN LN	JUNO BEACH	FL	33408	46			MISSOURI RIVER BIG BENDMark:
2130692	02289211106090000	SIQUEIROS ADOLFO HENRY ETAL		5 RIMROCK LN	GREAT FALLS	MT	59404	47			MISSOURI RIVER BIG BENDLOT 47Mark:
2130694	02289211106110000	DUCHEMIN MICHAEL D ETAL		9 RIMROCK LN	GREAT FALLS	MT	59404-6490	48			MISSOURI RIVER BIG BENDLOT 48Mark:
2130700	02289215404010000	VOLK ROY D SR & DIANE N		301 BIG BEND LN	GREAT FALLS	MT	59404-6466				MISSOURI RIVER BIG BEND PHASE II
2130702	02289214303010000	LUCERO CHARLES S & HEATHER L		291 BIG BEND LN	GREAT FALLS	MT	59404				MISSOURI RIVER BIG BEND PHASE II
2181800	02289202201020000	JENKINS JEFFREY L ETAL		3 HIGHWOOD DR	GREAT FALLS	MT	59405				PHEASANT RUNMark: TR 1 & 2
2181820	02289202201060000	JENKINS JEFFREY L ETAL		3 HIGHWOOD DR	GREAT FALLS	MT	59405				PHEASANT RUNMark: TR 3
2181830	02289202201080000	KLINEFELTER ERIC J & AMBER K		35 HIGHWOOD DR	GREAT FALLS	MT	59404-6444				PHEASANT RUNMark: TR 4
2181840	02289202201160000	EVENSON SCOTT & JULIE		4 FAWN DR	GREAT FALLS	MT	59404-6448				PHEASANT RUNMark: TR 5-1
2181850	02289202201140000	SYLVA KENNETH L & STACI L		7801 FOX FARM RD	GREAT FALLS	MT	59404				PHEASANT RUNMark: TR 5-2
2181860	02289202201120000	KOTTKE WARREN H JR & DIANE T		8 FAWN DR	GREAT FALLS	MT	59404				PHEASANT RUNMark: TR 5-3
2181870	02289202201100000	KOTTKE WARREN H JR & DIANE T		8 FAWN DR	GREAT FALLS	MT	59404				PHEASANT RUNMark: TR 5-4
2198600	02289201101120000	RIVERWOOD VILLAS HOMEOWNERS ASSN		PO BOX 863	GREAT FALLS	MT	594030863	1	19	3E	RIVERWOOD VILLASMark: 49
2198700	02289201101110000	NOBLE BARON & BONNIE		179 HIGHWOOD DR	GREAT FALLS	MT	59404	1	19	3E	RIVERWOOD VILLASMark: 50A
2198800	02289201101100000	HELLEN JAMES R & JONI L		181 HIGHWOOD DR	GREAT FALLS	MT	59404-6428	1	19	3E	RIVERWOOD VILLASMark: 50B
2198900	02289201101090000	SEVERIN BRIAN P & LYNN		183 HIGHWOOD DR	GREAT FALLS	MT	59404	1	19	3E	RIVERWOOD VILLASMark: 50C
2199000	02289201101080000	ROBISON RAY V & GEORGENE		185 HIGHWOOD DR	GREAT FALLS	MT	59404-6428	1	19	3E	RIVERWOOD VILLASMark: 50D
2199100	02289201101070000	LOUCKS BRIAN H & PATRICIA C		PO BOX 3189	GREAT FALLS	MT	59403	1	19	3E	RIVERWOOD VILLASMark: 51A & 51B
2199300	02289201101050000	HENDRICKS KAREN R ETAL		189 HIGHWOOD DR	GREAT FALLS	MT	59404-6428	1	19	3E	RIVERWOOD VILLASMark: 51C
2199400	02289201101040000	HALE WANDA M		191 HIGHWOOD DR	GREAT FALLS	MT	59404-6428	1	19	3E	RIVERWOOD VILLASMark: 51D
2200400	02289202101130000	VINCENT JOE ETAL		2 SWEETGRASS PL	GREAT FALLS	MT	59404-6431	1	1		RIVERWOOD VILLAS 1Mark:
2200500	02289202101140000	WALKER JOHN W & CYNTHIA		71 HIGHWOOD DR	GREAT FALLS	MT	59404	2	1		RIVERWOOD VILLAS 1Mark:
2200600	02289202101160000	MORSS DONALD R & SALLY K		65 HIGHWOOD DR	GREAT FALLS	MT	59404-6444	3	1		RIVERWOOD VILLAS 1Mark:
2200700	02289202101150000	FULLER DEIDRA K		4 SWEETGRASS PL	GREAT FALLS	MT	59404-6431	4	1		RIVERWOOD VILLAS 1Mark:
2200800	02289202101170000	DIMKE SCOTT A & CHRISTINA R		6 SWEETGRASS PL	GREAT FALLS	MT	59404	5	1		RIVERWOOD VILLAS 1Mark:
2200900	02289202101180000	MUELLER STEVEN P & SHARON E		7 SWEETGRASS PL	GREAT FALLS	MT	59404-6431	6	1		RIVERWOOD VILLAS 1Mark:
2201000	02289202101190000	DRUMMOND ROBERT G & LINDA J HISDAHL		8 SWEETGRASS PL	GREAT FALLS	MT	59404-6431	7	1		RIVERWOOD VILLAS 1Mark:
2201100	02289202101200000	DIEL HEATH R & LEE C		9 SWEETGRASS PL	GREAT FALLS	MT	59404	8	1		RIVERWOOD VILLAS 1Mark:
2201200	02289202102020000	MEINHARDT DIANNE L & ROBERT G		3 SWEETGRASS PL	GREAT FALLS	MT	59404-6431	9	1		RIVERWOOD VILLAS 1Mark:
2201300	02289202102010000	MEINHARDT ROBERT G & DIANNE L		86 GOLF TERRACE	BIGFORK	MT	59911	10	1		RIVERWOOD VILLAS 1Mark:
2201400	02289202101010000	MCCLUSKEY MICHAEL D		32 FAWN DR	GREAT FALLS	MT	594046448	1A	2		RIVERWOOD VILLAS 1Mark:
2201500	02289202101030000	GANGE JASON R & VIDA M		1 BEAR PAW PL	GREAT FALLS	MT	594046438	2A	2		RIVERWOOD VILLAS 1Mark:
2201600	02289202101040000	LALIBERTY LUKE B & KORI C		38 FAWN DR	GREAT FALLS	MT	59404	3	2		RIVERWOOD VILLAS 1Mark:
2201700	02289202101050000	HORN C ALLEN & BRENDA W		5 BEAR PAW PL	GREAT FALLS	MT	59404	4	2		RIVERWOOD VILLAS 1Mark:
2201800	02289202101020000	SCHARF MARK T & KIMBERLIE R		9 BEAR PAW PL	GREAT FALLS	MT	59404-6438	6	2		RIVERWOOD VILLAS 1 5-
2202000	02289202101070000	STREET TIMOTHY N & MARA TRIS		59 HIGHWOOD DR	GREAT FALLS	MT	59404-6444	7	2		RIVERWOOD VILLAS 1Mark:
2202100	02289202101080000	HECKMAN ROCKY J & LORELL L		53 HIGHWOOD DR	GREAT FALLS	MT	59404	8	2		RIVERWOOD VILLAS 1LOT 8 BLOCK 2Mark:
2202200	02289202101090000	LUCAS DOUGLAS J		47 HIGHWOOD DR	GREAT FALLS	MT	59404-3489	9	2		RIVERWOOD VILLAS 1Mark:
2202300	02289202101100000	KUETHER CHARLES W ETAL		6 BEAR PAW PL	GREAT FALLS	MT	59404-6438	10	2		RIVERWOOD VILLAS 1Mark:
2202400	02289202101110000	BRUCH DR CHRISTOPHER G & LAURA L		5025 HUCKLEBERRY DR	GREAT FALLS	MT	59404-4622	11	2		RIVERWOOD VILLAS 1Mark:
2202500	02289202101120000	BIRD VERNON L & GWENDOLYN		21 LITTLE BELT DRIVE	GREAT FALLS	MT	59404	12	2		RIVERWOOD VILLAS 1LOT 12 BLOCK 2
2202600	02289202301300000	WALKER NANCY D		8101 FOX FARM RD	GREAT FALLS	MT	59404-6429	1	3		RIVERWOOD VILLAS 1Mark:
2203000	02289202301050000	HOENISCH ROBERT J & MELISSA		23 DUNE DR	GREAT FALLS	MT	59404-643		3		RIVERWOOD VILLAS 1Mark:
2203100	02289202301040000	DODGE PERRY R & MARY E		17 DUNE DR	GREAT FALLS	MT	59402	6	3		RIVERWOOD VILLAS 1Mark:
2203200	02289202301030000	MOLEN GARY R & BERNADINE		11 DUNE DR	GREAT FALLS	MT	59404-6433	7	3		RIVERWOOD VILLAS 1Mark:

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PARCEL NUMBER	GEOCODE	LEGAL OWNER	IN CARE OF	ADDRESS	CITY	STATE	ZIP CODE	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION
2203300	02289202301020000	LARCOM CRAIG L & ELIZABETH R		8301 FOX FARM RD	GREAT FALLS	MT	59404-6430	8	3		RIVERWOOD VILLAS 1Mark:
2203500	02289202301250000	SIMONSON CHAD D & LESLIE L		36 HIGHWOOD DR	GREAT FALLS	MT	59404	2	4		RIVERWOOD VILLAS 1 1-
2203600	02289202301240000	WALKER DUANE A ETAL		47 DUNE DR	GREAT FALLS	MT	59404-6433	6	4		RIVERWOOD VILLAS 1 3-
2204000	02289202301070000	SIMMONS RICK & SAM		35 DUNE DR	GREAT FALLS	MT	59404	24	20	3E	RIVERWOOD VILLAS 1LOT 7 BLOCK 4Mark:
2204100	02289202301060000	WOOD CARL E & MARTHA C REV LIVING TR					0	8	4		RIVERWOOD VILLAS 1LOT 8 BLOCK 4Mark:
2204200	02289202301220000	MITCHELL TED J		1315 8TH AVE N	GREAT FALLS	MT	59401	1	5		RIVERWOOD VILLAS 1Mark:
2204300	02289202301210000	MITCHELL TED J		1315 8TH AVE N	GREAT FALLS	MT	59401	2	5		RIVERWOOD VILLAS 1Mark:
2204400	02289202301200000	MITCHELL TED J		1315 8TH AVE N	GREAT FALLS	MT	59401	3	5		RIVERWOOD VILLAS 1Mark:
2204500	02289202301190000	MITCHELL TED J		1315 8TH AVE N	GREAT FALLS	MT	59401	4	5		RIVERWOOD VILLAS 1Mark:
2204600	02289202301180000	MCKAY KENNETH P ETAL		1705 DOCK ST UNIT 445	TACOMA	WA	98402	5	5		RIVERWOOD VILLAS 1Mark:
2204700	02289202301140000	FISH KATIE		PO BOX 2413	GREAT FALLS	MT	594042413	6	5		RIVERWOOD VILLAS 1LOT 6 BLOCK 5Mark:
2204800	02289202301130000	MITCHELL TED J		1315 8TH AVE N	GREAT FALLS	MT	59401	7	5		RIVERWOOD VILLAS 1Mark:
2204900	02289202301120000	MITCHELL TED J		1315 8TH AVE N	GREAT FALLS	MT	59401	8	5		RIVERWOOD VILLAS 1Mark:
2205000	02289202301110000	MITCHELL TED J		1315 8TH AVE N	GREAT FALLS	MT	59401	9	5		RIVERWOOD VILLAS 1Mark:
2205100	02289202301100000	MITCHELL TED J		1315 8TH AVE N	GREAT FALLS	MT	59401	10	5		RIVERWOOD VILLAS 1Mark:
2205200	02289202301150000	MAGERS DOUGLAS J & BETTY L		PO BOX 2345	GREAT FALLS	MT	59403-2345	1	6		RIVERWOOD VILLAS 1Mark:
2205300	02289202301170000	ROUNTREE DONALD L & CAROLE L		9 BOB MARSHALL PL	GREAT FALLS	MT	59404	2	6		RIVERWOOD VILLAS 1Mark:
2205400	02289202301160000	BALDERSTON SHARON L LIVING TRUST		1 BOB MARSHALL PL	GREAT FALLS	MT	59404	3	6		RIVERWOOD VILLAS 1LOT 3 BLOCK 6Mark:
2205500	02289201201180000	WESTER CALVIN L & CYNTHIA A		3 BOB MARSHALL PL	GREAT FALLS	MT	59404-6432	4	6		RIVERWOOD VILLAS 1Mark:
2205600	02289201201170000	EGAN ANNEMARIE M		5 BOB MARSHALL PL	GREAT FALLS	MT	59404-6432	5	6		RIVERWOOD VILLAS 1Mark:
2205700	02289201201160000	DARKO DANA E & STARNELL F		112 HIGHWOOD DR	GREAT FALLS	MT	59404-6428	6	6		RIVERWOOD VILLAS 1Mark:
2205800	02289201201150000	KINGSLEY MICHAEL J & SUSAN R		124 HIGHWOOD DR	GREAT FALLS	MT	59404-6428	7	6		RIVERWOOD VILLAS 1Mark:
2205900	02289201201190000	COMBS DONALD D & DENISE Y		8 BOB MARSHALL PL	GREAT FALLS	MT	59404	8	6		RIVERWOOD VILLAS 1Mark:
2206000	02289201201040000	FISH RAY & TAMMY		PO BOX 2413	GREAT FALLS	MT	59404-2413	9	6		RIVERWOOD VILLAS 1Mark:
2206100	02289201201030000	MAGUIRE THOMAS J & HELEN		6 BOB MARSHALL PL	GREAT FALLS	MT	59404	10	6		RIVERWOOD VILLAS 1Mark:
2206200	02289201201010000	PLATH DONALD & DEBBY		2 BOB MARSHALL PL	GREAT FALLS	MT	59404-6432	11	6		RIVERWOOD VILLAS 1Mark:
2206300	02289201201020000	MOTT BONNIE ELLEN REVOCABLE TRUST		PO BOX 1153	GREAT FALLS	MT	59403-1103	12	6		RIVERWOOD VILLAS 1Mark:
2206500	02289201201130000	THOMPSON CURTIS G & CINDY L		140 HIGHWOOD DR	GREAT FALLS	MT	59404-6428	3	7		RIVERWOOD VILLAS 1 1-
2206800	02289201201100000	KING KEVIN D & GINGER L		170 HIGHWOOD DR	GREAT FALLS	MT	59404-6428	5	7		RIVERWOOD VILLAS 1 4-
2206900	02289201201090000	BOWMAN MICHAEL B & ANNETTA K		178 HIGHWOOD DR	GREAT FALLS	MT	59404	6	7		RIVERWOOD VILLAS 1Mark:
2207000	02289201201080000	TRUNK OSCAR & EMELIE TRUST		PO BOX 1445	FORT BENTON	MT	594421445	7	7		RIVERWOOD VILLAS 1LOT 7 BLOCK 7Mark:
2207100	02289201201070000	LAHTI BRIAN R & MARILYN D		PO BOX 1283	PAULDEN	AZ	863341283	1	19	3E	RIVERWOOD VILLAS 1LOT 8 BLOCK 7Mark:
2207200	02289201201060000	DENNING THEODORE V & HOLIDEAN J		139 DUNE DR	GREAT FALLS	MT	59404	9	7		RIVERWOOD VILLAS 1LOT 9 BLOCK 7Mark:
2207300	02289201201050000	HROMCIK JOE L & DIXIE L		131 DUNE DR	GREAT FALLS	MT	59404-6434	10	7		RIVERWOOD VILLAS 1Mark:
2243600	02289212102380000	DENIO TONY & HEATHER M		2 MORNING VIEW LN	GREAT FALLS	MT	59404				SUNSET DUNESMark: TR 1
2243605	02289212102400000	ENGEL CORY D & TOSHA		918 36TH AVE NE	GREAT FALLS	MT	59404				SUNSET DUNESTRACK 2Mark:
2243610	02289212102440000	SHORT TRENT & RAYLENE		1205 2ND AVE N	GREAT FALLS	MT	59401				SUNSET DUNESMark: TR 3
2243615	02289212102420000	JETTE WILLIAM A		400 17TH AVE S	GREAT FALLS	MT	59405				SUNSET DUNESMark: TR 4
2357900	02301536301080000	AMMONS MICHAEL L & CHARLENE R		122 HAWK DR	GREAT FALLS	MT	59404	1			PTARMIGAN ACRES 4LOT 1
2358900	02289201101310000	RAY RONALD G		146 HAWK DR	GREAT FALLS	MT	59404-6427	2			PTARMIGAN ACRES 4Mark:
2359000	02289201101240000	RAY RONALD		146 HAWK DR	GREAT FALLS	MT	59404-6427	3			PTARMIGAN ACRES 4Mark:
2360000	02289201101300000	ROWLEY STEVEN L & TERRI L		126 HAWK DR	GREAT FALLS	MT	59404-6427	4			PTARMIGAN ACRES 4Mark:
2361000	02289201101280000	COSGROVE JOSEPH P		79 CUB DR	GREAT FALLS	MT	59404	1	19	3E	PTARMIGAN ACRES 19Mark: 5
2361100	02289201101270000	GLOEGE MICHAEL F & KIMBERLY I		780 WEST A ST	DIXON	CA	95620	1	19	3E	PTARMIGAN ACRES 19Mark: 6
2361200	02289201101260000	ORTHMAN JASON R & TRACI L		97 CUB DR	GREAT FALLS	MT	59404	1	19	3E	PTARMIGAN ACRES 19Mark: 7
2361300	02289201101290000	COSGROVE JOSEPH P & SHANNON M		79 CUB DR	GREAT FALLS	MT	59404	1	19	3E	PTARMIGAN ACRES 19Mark: 8
2362300	02289201404310000	BOES DAVID		3340 14TH AVE S	GREAT FALLS	MT	59405	1	19	3E	TR 6, CORR/COS-4809,IN SEMark: 2
2362305	02289201404110000	BOES EUGENE A		PO BOX 356	ELGIN	NE	68636-0356	1	19	3E	TR 1, CORR/COS 4809, IN SE/4MARK 2-1
2362310	02289201404130000	BOES KEVIN D		3340 14TH AVE S	Great Falls	MT	59405	1	19	3E	TR 2, CORR/COS 4809, IN SE/4MARK 2-2
2362315	02289201404190000	BOES EMILY A		3340 14TH AVE S	Great Falls	MT	59405	1	19	3E	TR 3, CORR/COS 4809, IN SE/4MARK 2-3
2362320	02289201404210000	BOES JACK A		3340 14TH AVE S	Great Falls	MT	59405	1	19	3E	TR 4, CORR/COS 4809MARK 2-4
2362325	02289201404230000	BOES MARTHA A		3340 14TH AVE S	Great Falls	MT	59405	1	19	3E	TR 5, CORR/COS 4809MARK 2-5
2362330	02289201404290000	BOES MARY JANE		PO BOX 356	ELGIN	NE	68636-0356	1	19	3E	TR 7, CORR/COS 4809, IN SE/4MARK 2-6
2362350	02289201404150000	RIGGIN REESE R & NATALIE N		161 DUNE DR	GREAT FALLS	MT	59404	1	19	3E	IN NESES1,T19N,R3EMark: 20
2362401	02289201404010000	CCR GREAT FALLS III LLC		501 S CHERRY ST STE 480	DENVER	CO	80246	1	19	3E	IN LOTS 6-7.W/2SEMark: 2A

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EXHIBIT B

PARCEL NUMBER	GEOCODE	LEGAL OWNER	IN CARE OF	ADDRESS	CITY	STATE	ZIP CODE	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION
2362420	02289201101440000	SITZMANN MARGARET A & MARTIN R		103 HIGHWOOD DR	GREAT FALLS	MT	59404-6428	1	19	3E	IN NW/4Mark: 2B
2362440	02289201101410000	CLARK ROBERT D & JEAN N		109 HIGHWOOD DR	GREAT FALLS	MT	59404-6428	1	19	3E	IN NW/4Mark: 2C
2362490	02289201101040001	YOUNG JASON N & MEGAN M		253 RAINBOW CT	GREAT FALLS	MT	59404	1	19	3E	IN NWSEMark: 8
2362500	02289201101010000	PILLING DENNIS C & ELYA C		173 DUNE DR	GREAT FALLS	MT	59404-6434	1	19	3E	IN SESES1,T19N,R3EMark: 8A
2362600	02289201101020000	NELSON DALE & KATHLEEN		171 DUNE DR	GREAT FALLS	MT	59404	1	19	3E	IN LOT 7S1,T19N,R3E Mark: 8AB
2362700	02289201101250000	CASCADE COUNTY		PO BOX 2549	GREAT FALLS	MT	594032549	1	19	3E	IN LOTS 3 - 4 PTARMIGAN PARKMark
2362800	02289201101170000	STATE OF MONTANA		PO BOX 200701	HELENA	MT	59620-0701	1	19	3E	IN LTS 2 & 5 FOX FARM EST MKS 20-1,21A.
2363100	02289201101210000	MOE PATRICK W & KAREN A		158 HAWK DR	GREAT FALLS	MT	59404-6427	1	19	3E	IN N/2N/2 FOX FARM ESTATES
2363150	02289201101210001	SPAANS JAMES L & RENEE E		154 HAWK DR	GREAT FALLS	MT	59404	1	19	3E	IN N2NW FOX FARM ESTATES
2363200	02289201101200000	HOWARD DIRK T		PO BOX 3108	GREAT FALLS	MT	594033108	1	19	3E	IN NWNE FOX FARM ESTATESMark: 21D
2363400	02289201101230000	RAY RONALD G & PEGGY K		146 HAWK DR	GREAT FALLS	MT	59404-6427	1	19	3E	IN N/2 FOX FARM ESTATES
2363500	02289201101220000	WILSON GLENN & VIVIAN		150 HAWK DR	GREAT FALLS	MT	59404	1	19	3E	IN N/2 S1,T19N,R3E FOX FARM ES
2364700	02289202301010000	BIG BEND RANCH DEVELOPMENT COMPANY		329 FLOOD RD	GREAT FALLS	MT	59404	2	19	3E	2013-69-SPLIT P-2012-19IN S/2Mark: 8
2364725	02289202301010000	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404	2	19	3E	IN E/2SE ROADMark
2364800	02289202401010000	HOWE DONNA K		9 BIG BEND LN	GREAT FALLS	MT	59404-6460	2	19	3E	IN E/2SEMark: 8B
2365700	02289203401010000	BIG BEND RANCH DEVELOPMENT CO		75 SPRING RIDGE DR	GREAT FALLS	MT	59404	3	19	3E	SESE, IN NESES3,T19N,R3EMark: 8
2365800	02289203101010000	GIGER ANTON		PO BOX 2668	GREAT FALLS	MT	59403-3105	3	19	3E	LOTS 6-7,10, IN LOTS 1-2, SENEMark: 6A
2365825	02289203101020000	GIGER ANTON	BRUGGEMAN BRETT & SUZETTE	7400 FOX FARM RD	GREAT FALLS	MT	59404	3	19	3E	IN LOTS 1 & 2Mark: 6AA
2365830	02289203101040000	BRUGGEMAN BRETT C & SUZETTE L		7400 FOX FARM RD	GREAT FALLS	MT	59404	3	19	3E	IN E/2 LOT 2Mark: 6AB
2365850	02289203201010000	GIGER ANTON		PO BOX 2668	GREAT FALLS	MT	59403	3	19	3E	LOT 3Mark: 6
2388400	02289210404010000	BIG BEND RANCH DEVELOPMENT COMPANY		329 FLOOD RD	GREAT FALLS	MT	59404	10	19	3E	IN SESEMark: 2A
2388500	02289210301010000	WARDEN GARY S & MARCELLE M		PO BOX 1162	GREAT FALLS	MT	59403-1162	10	19	3E	LOT 5Mark: 18
2388600	02289210101010000	BIG BEND RANCH DEVELOPMENT COMPANY		75 SPRING RIDGE DR	GREAT FALLS	MT	59404	10	19	3E	IN NE/4,IN S/2 LS 23S10,T19N,R3EM
2388650	02289210304010000	JOHNSON CHARLES R & SHELLEY M		5687 MT HIGHWAY 1 PO BOX 9	HALL	MT	59837-0009	10	19	3E	IN LOT 8Mark: 8A
2389700	02289211303010000	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404	11	19	3E	IN S/2SW,PRT C/S 2043Mark: 2
2389701	02289215102100000	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404	10			MISSOURI RIVER BIG BEND II PHASE 1Mark:
2389702	02289215102080000	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404	11			MISSOURI RIVER BIG BEND II PHASE 1Mark:
2389703	02289215101060000	BRYANT MICHAEL P & STEPHANIE S		46 CROSSOVER LN	GREAT FALLS	MT	59404	13			MISSOURI RIVER BIG BEND II PHASE 1LOT 13M
2389704	02289215101080000	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404	14			MISSOURI RIVER BIG BEND II PHASE 1Mark:
2389705	02289214	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404	28			MISSOURI RIVER BIG BEND II PHASE 1Mark:
2389706	02289214	PERSON CODY		405 8TH AVE S	GREAT FALLS	MT	59405	29			MISSOURI RIVER BIG BEND II PHASE 1LOT 29
2389707	02289214	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404	30			MISSOURI RIVER BIG BEND II PHASE 1Mark:
2389708	02289211302010000	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404				MISSOURI RIVER BIG BEND II PHASE 1Mark: P
2389709	02289214206010000	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404				MISSOURI RIVER BIG BEND II PHASE 1Mark: P
2389710	02289215101110000	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404	14	19	3E	IN NWNWMark:
2389711	02289211106130000	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404	11	19	3E	IN N/2SW, IN NESW TO BIG BEND LNMark:
2389800	02289211201010000	BIG BEND RANCH DEVELOPMENT COMPANY		75 SPRING RIDGE DR	GREAT FALLS	MT	59404	11	19	3E	IN SW/4, IN N/2S11,T19N,R3EMark: 8
2390800	02289214201010000	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404	14	19	3E	IN LOTS 2-3-6-7,IN W/2NW & SWMark: 2
2391800	02289215201010000	BIG BEND RANCH DEVELOPMENT CO		329 FLOOD RD	GREAT FALLS	MT	59404	15	19	3E	IN SE/4,W/2NE,E/2NW,LOTS 1,3-5Mark: 8
2391900	02289215101010000	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404	15	19	3E	IN E/2NEMark: 2
2391918	02289215101020000	BIG BEND RANCH DEVELOPMENT CO		75 SPRING RIDGE DR	GREAT FALLS	MT	59404	15	19	3E	W/2E/2NES15,T19N,R3EMark: 2A
2391925	02289215401010000	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404	15	19	3E	IN E/2E/2SEMark: 8A
2392400	02289222101020000	BIG BEND RANCH DEVELOPMENT CO		329 FLOOD RD	GREAT FALLS	MT	59404	22	19	3E	LOTS 1 - 2Mark: 1
2392900	02289223202010000	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404	23	19	3E	IN N/2N/2NWMark: 2
2506800	02301534101010000	FLOOD PROPERTIES LLC		62 WOODLAND ESTATES RD	GREAT FALLS	MT	59404	34	20	3E	E/FLOOD RD S/2N/2,N/2N/2SE, SW,NENW E/RDM
2506850	02301534403010000	GIGER ANTON		PO BOX 2668	GREAT FALLS	MT	59403	34	20	3E	S/2N/2SE, IN S/2SEMark: 1A
2506875	02301534404010000	BRUGGEMAN BRETT & SUZETTE		7400 FOX FARM RD	GREAT FALLS	MT	59404	34	20	3E	IN S/2SES34,T20,R3EMark: 1AA
2509500	02301535301030000	LEMLER DANNY LEE & INGER SUE		35 FAWN DR	GREAT FALLS	MT	59404				PTARMIGAN ACRES 2Mark: 13C
2509600	02301535301020000	ANDERSON ROBERT L & LILLIAN G REV TRUST		29 FAWN DR	GREAT FALLS	MT	59404	35	20	3E	PTARMIGAN ACRES 2Mark: 13D
2510600	02301535102090000	GRAY MARK S & NANCY A		131 FAWN DR	GREAT FALLS	MT	59404-6451	35	20	3E	PTARMIGAN ACRES 3Mark: 1
2510800	02301535102080000	MCPHERSON MICHAEL T & LINDA M		36 HAWK DR	GREAT FALLS	MT	59404-6426	35	20	3E	PTARMIGAN ACRES 3Mark: 3
2510900	02301535102070000	DEBOO WADE J & KATHY J		119 FAWN DR	GREAT FALLS	MT	59404	35	20	3E	PTARMIGAN ACRES 3Mark: 2 & 4
2511000	02301535102060000	BERNHARDT DAVID W & KATHLEEN J		107 FAWN DR	GREAT FALLS	MT	59404-6451	35	20	3E	PTARMIGAN ACRES 3Mark: 5
2511200	02301535102030000	AMEN CHRISTOPHER N & REBECCA J		95 FAWN DR	GREAT FALLS	MT	59404	35	20	3E	PTARMIGAN ACRES 3Mark: 6 & 7
2511300	02301535102010000	TWEET JEREMY K & KRYSTAL R		33 CUB DR	GREAT FALLS	MT	59404-6480	35	20	3E	PTARMIGAN ACRES 3Mark: 8

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EXHIBIT B

PARCEL NUMBER	GEOCODE	LEGAL OWNER	IN CARE OF	ADDRESS	CITY	STATE	ZIP CODE	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION
2517500	02301535301260000	WILLIAMS BRET M & MARNEE D		7101 FOR FARM RD	GREAT FALLS	MT	59404	10B			PTARMIGAN ACRES 9Mark: 10B
2517550	02301535301300000	FILIUS DAVID A & BETTY A TRUST		3305 WILD ROSE LN	GREAT FALLS	MT	59401-3472	35	20	3E	PTARMIGAN ACRES 9Mark: 10A
2517610	02301535404030000	EDWARDS JAMES H & LISA M		96 FAWN DR	GREAT FALLS	MT	59404-6448	1	1		PTARMINGAN ACRES ESTATES #10Mark:
2517612	02301535404020000	OLSON ZACH		1301 10TH AVE N	GREAT FALLS	MT	59401	2	1		PTARMIGAN ACRES ESTATES #10Mark:
2517614	02301535404010000	TAYLOR MARK J		53 CUB DR	GREAT FALLS	MT	59404	3	1		PTARMIGAN ACRES ESTATES #10LOT 3 BLOCK 1M
2517616	02301535404040000	WADSWORTH HEIDI L		41 CUB DR	GREAT FALLS	MT	59404	4	1		PTARMIGAN ACRES ESTATES #10Mark:
2517700	02301535301250000	BANNON MARTIN D & SHARON M		7201 FOX FARM RD	GREAT FALLS	MT	59404	35	20	3E	PTARMIGAN ACRES 9Mark: 10D
2519020	02301535301380000	CONNER SUSAN J		118 CREPE MYRTLE LN	GEORGETOWN	TX	78633	35	20	3E	IN W/2W/2 S35,T20N,R3E FOX FARM EST
2519040	02301535301370000	SIMON EDWARD J & SUE ANN		6501 FOX FARM RD	GREAT FALLS	MT	59404-6456	35	20	3E	IN SWNW FOX FARM ESTATES
2519100	02301535301230000	HELGESON BILL & TRACY FAMILY TRUST		7501 FOX FARM RD	GREAT FALLS	MT	59404-6472	35	20	3E	IN SWSW FOX FARM ESTATES
2519200	02301535301220000	TINGEY JASON B & DIANE T		7301 FOX FARM RD	GREAT FALLS	MT	59404-6419	35	20	3E	IN SWSW FOX FARM ESTATES
2519250	02301535301270000	GEITNER JOHN N & CAROLINE J		11 FAWN DR	GREAT FALLS	MT	59404	35	20	3E	IN S/2SWSW FOX FARM ESTATESS
2519525	02301535402040000	YOUNG RICHARD R & MIYOKO		74 FAWN DR	GREAT FALLS	MT	59404-6448	35	20	3E	IN SESE FOX FARM ESTATES
2519595	02301535102130000	LEVEQUE E LEE & RHONYA R		32 HAWK DR	GREAT FALLS	MT	59404	35	20	3E	IN E/2 FOX FARM ESTATESMark: 2B
2523500	02301536301400000	CERECK JAY M & JEANIA M		50 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	PTARMIGAN ACRES 11Mark: 1
2523600	02301536301310000	LAUVER BIRDIE A		68 HAWK DR	GREAT FALLS	MT	59404	36	20	3E	PTARMIGAN ACRES 11Mark: 2
2523700	02301536301420000	FRYE RICHARD J & SHARON M		62 HAWK DR	GREAT FALLS	MT	59404	36	20	3E	PTARMIGAN ACRES 11Mark: 3
2523800	02301536301410000	WINN MICHAEL & DANA		161 FAWN DR	GREAT FALLS	MT	59404	36	20	3E	PTARMIGAN ACRES 11Mark: 4
2524500	02301536301300000	PETERSON MARK C & CAROL A		74 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	PTARMIGAN ACRES 12Mark: 1
2524600	02301536301270000	HOPKINS RICHARD LEE & LEA ANNE LEWIS		80 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	PTARMIGAN ACRES 12Mark: 2
2524700	02301536301280000	DEMKO JOEL R & DIXIE L		86 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	PTARMIGAN ACRES 12Mark: 3
2524800	02301536301290000	SCHMOOK PAUL F & MONICA L		92 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	PTARMIGAN ACRES 12Mark: 4
2525700	02301535301040G001	BINSTOCK PAULA R		47 FAWN DR	GREAT FALLS	MT	59404	14C			PTARMIGAN ACRES #14Mark:
2525800	02301535301040000	TORGERSON LLC		41 FAWN DR	GREAT FALLS	MT	59404	14D			PTARMIGAN ACRES #14Mark:
2526600	02301536301390000	BLESKIN THOMAS		3211 12TH AVE S	GREAT FALLS	MT	59405	36	20	3E	PTARMIGAN ACRES 17Mark: 1
2526700	02301536301380000	CRASS DAVID L & MARLENE E		43608 N 47TH DR	NEW RIVER	AZ	85087	36	20	3E	PTARMIGAN ACRES 17Mark: 2
2526800	02301536301370000	TAYLOR MICHAEL D		61 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	PTARMIGAN ACRES 17Mark: 3
2526900	02301536301360000	HAMLIN PAUL D		67 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	PTARMIGAN ACRES 17Mark: 4
2527000	02301536301350000	TANBERG REX W JR & MARLENE P		73 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	PTARMIGAN ACRES 17Mark: 5
2527100	02301536301320000	COCKRELL RONALD M & CYNTHIA F		79 HAWK DR	GREAT FALLS	MT	59404	36	20	3E	PTARMIGAN ACRES 17Mark: 6
2527200	02301536301260000	HOVEN SEAN B & ANDREA C		87 HAWK DR	GREAT FALLS	MT	59404	36	20	3E	PTARMIGAN ACRES 17Mark: 7
2527300	02301536301250000	BERTELSEN DAVID LIVING TRUST ETAL						36	20	3E	PTARMIGAN ACRES 17Mark: 8
2527400	02301536301230000	GARRISON KENNETH		97 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	PTARMIGAN ACRES 17Mark: 9
2527500	02301536301220000	FLETCHER JACK L & MARLYN L		PO BOX 3207	GREAT FALLS	MT	59403-3207	36	20	3E	PTARMIGAN ACRES 17Mark: 10
2527600	02301536301210000	ENGEBRETSEN JOHN W & PATRICIA F		109 HAWK DR	GREAT FALLS	MT	59404-6427	36	20	3E	PTARMIGAN ACRES 17Mark: 11
2527700	02301536301200000	DOW STEVEN D		PO BOX F	BLACK EAGLE	MT	59414	36	20	3E	PTARMIGAN ACRES 17Mark: 12
2527800	02301536301120000	SODERMAN CAROLE HEDLUND		2756 HUCKLEBERRY DR	GREAT FALLS	MT	59404	36	20	3E	PTARMIGAN ACRES 17Mark: 13
2527900	02301536301110000	PURPURA VINCENT M & JOANNE		127 HAWK DR	GREAT FALLS	MT	59404-6427	36	20	3E	PTARMIGAN ACRES 17Mark: 14
2528000	02301536301100000	TIMMERMAN A J		PO BOX 372	VALIER	MT	59486-0372	36	20	3E	PTARMIGAN ACRES 17Mark: 15
2528100	02301536301090000	KNUDSON JOHN D & SHEILA M		139 HAWK DR	GREAT FALLS	MT	59404-6427	36	20	3E	PTARMIGAN ACRES 17Mark: 16
2529100	02301535402020000	DAHMS PAUL J SR & PATRICIA H		56 CUB DR	GREAT FALLS	MT	59404-6425	35	20	3E	PTARMIGAN ACRES 19Mark: 1
2529200	02301536301010000	STIBEL MARY D		55 CUB DR	GREAT FALLS	MT	59404	36	20	3E	PTARMIGAN ACRES 19Mark: 2
2529300	02301536301020000	STIBEL MARY D		55 CUB DR	GREAT FALLS	MT	59404	36	20	3E	PTARMIGAN ACRES 19Mark: 3
2529400	02301536301030000	NEIL DAVID R		28 ELK DR	GREAT FALLS	MT	59404	36	20	3E	PTARMIGAN ACRES 19Mark: 4
2529500	02301536301040000	NEIL DAVID R		28 ELK DR	GREAT FALLS	MT	59404	36	20	3E	PTARMIGAN ACRES 19Mark: 9
2538400	02301536301140000	STATE OF MONTANA		PO BOX 200701	HELENA	MT	59620-0701	36	20	3E	IN S/2Mark: 22A
2538802	02301536301470000	MARSH LESLIE J & NICOLE K		33 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	IN GOV LOT 6,IN SWMark: 28B
2538803	02301536301450000	MARSH LESLIE J & NICOLE K		33 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	IN GOV'T LOT 6, IN SWSWMark: 28C
2538850	02301536201030000	STATE OF MONTANA		PO BOX 200701	HELENA	MT	59620-0701	36	20	3E	IN W/2W/2Mark: 29B
2539000	02301536301490000	MARTIN TODD & JAMIE L		2 HAWK DR	GREAT FALLS	MT	59404	36	20	3E	FOX FARM ESTATES SEC 35 &
2539010	02301536301240000	FROST DONALD E & NORMA		414 HIGHLAND AVE	MANCHESTR CTR	VT	5255				IN S/2SWMark: 32B

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R0320002 05/31/2016 09:34:49 AM Total Pages: 10

EXHIBIT C - ESTIMATED COST SCHEDULE

FOX FARM ROAD RSID #16-01 - ROAD CONSTRUCTION IMPROVEMENTS

Construction Estimate (includes 20% contingency)		$ 2,938,863.57
Design and Construction Engineering Services (including 20% contingency)		$ 516,951.00
SUBTOTAL : Engineering and Construction		$ 3,455,814.57
Loan Amortization Data		
Loan Amount		$3,500,000
Length of Loan (yrs)		20
Interest Rate		1.55%
# of Payments		40
Annual Payment Amount	$	203,636.28
Total Interest	$	572,726.31
TOTAL RSID COST		$4,072,726.31
Number of Assessed Parcels		381
Estimated Assessment Prepaid		$9,186.35
Estimated Assessment Financed		$10,689.57
ESTIMATED ASSESSMENT PER YEAR PER PARCEL		$534.48

"Unofficial Copy"

CASCADE COUNTY PLANNING DEPARTMENT

SERVING CASCADE COUNTY, MONTANA

July 14, 2009

Roy – could [illegible] [illegible] [illegible] all are done but #24 – it's not shown or located as such

Alan Frohberg
Glacier Engineering
124 1st Avenue S, Ste 17
Great Falls, MT 59401

Sunlight Partners, LLC
Roy and Diane Volk
301 Big Bend Lane
Great Falls, MT 59404

Joe Murphy
Big Sky Civil & Environmental Inc.
PO Box 3625
Great Falls, MT 59403

Notice Of Conditional Approval

Dear Applicants:

On July 14, 2009, the Cascade County Commissioners did conditionally approve the Preliminary Major Plat of the Missouri River Big Bend II Major Subdivision located in the SE ¼ of Section 10, SW ¼ of Section 11, NW ¼ of Section 14, NE ¼ of Section 15, Township 19 North, Range 3 East, P.M.M., Cascade County, Montana. This letter shall serve as your notice of conditional approval.

Conditions of approval are as follows:

Motion:

"I move the Cascade County Commission adopt the accompanying Findings of Fact and Staff Report and conditionally approve the preliminary plat of the Missouri River Big Bend II Major Subdivision located in the SE ¼ of Section 10, SW ¼ of Section 11, NW ¼ of Section 14, NE ¼ of Section 15, Township 19 North, Range 3 East, P.M.M., Cascade County, Montana, subject to the following conditions, with the additional change to condition 25 as noted 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 (MCA 76-3-612);

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

5. pursuant to 7-22-2152 M.C.A., submitting a written plan to the Cascade County Weed and Mosquito Board specifying the methods for weed management procedures with regards to this development.

11/2/09

6. causing to be recorded in conjunction with the final plat homeowners' association documents with sufficient authority and procedural mechanisms to administer, enforce, and fund the perpetual maintenance and discretionary improvement of the public rights of way created by and indicated on the subdivision plat;

7. causing to be recorded on the plat a statement concerning limited public services;

8. causing to be recorded on the plat an Agricultural Notification Statement;

10/22/09

9. design, construction, inspection, and certification, by a licensed professional engineer, of all internal private roads, including but not limited to Big Bend Lane from Dune Drive 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 of a statement provided by Cascade County certifying the status of the internal subdivision roads; and

11. the inclusion of setbacks in the covenants as required by the the Big Bend Zoning District regulations; or Cascade County Zoning regulations, whichever is in force at the time of filing the final plat;

12. obtaining approval for the proposed water and sewage disposal systems from state and/or local health departments;

13. 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 Fox Farm Road, Dune Drive, Flood Road, Dick Road 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 equitably in such an RSID.

14. 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.

15. The installation of seven (7) water supply cisterns (non-potable) installed on-site, properly maintained and equipped with the proper appurtenances totaling a minimum of 60,500 gallons for the Gore Hill Volunteer Fire Department to use for firefighting at all times as well

as providing for an easement for the placement of the cisterns to be granted to Cascade County as well as the developers to install and the homeowners association to maintain an accessible approach for access to the cisterns at all times. Cisterns must be located in an approved location by the Cascade County Planning Department.

16. The landowners association shall be responsible for the continual maintenance of the equipment subject to adequate inspections by the Fire Chief of the ~~Black Eagle~~ Volunteer Fire Department to insure the equipment is being properly maintained. Gore Hill

17. Cause to be created common park land/lands for the use of the subdivision residents and their guests and to be indicated as such on the final plat; to be owned and maintained by the Homeowner's Association and proof of deed transfer to the Association prior to filing of final plat.

18. Require the developer and FWP develop a workable wildlife management plan to be included as part of the Homeowner Association Covenants that are approved by FWP prior to development and provide a copy to the Planning Department for additional review.

19. Restrict recreational river access to a single communal point if access to the river is granted through homeowner covenants and documents.

20. causing to be recorded on the plat a statement concerning the near proximity of a property that allows annual hunting.

21. Cause to be recorded on the plat a statement concerning the near proximity of a gravel mining operation.

signage?

22. Require the developer to post a 25 MPH sign to replace the existing posted (35 MPH) at the recommended location of the Traffic Study mentioned in this report as well as the installation of safety cabling on the most extreme slope of Big Bend Lane. The installation and inspection of safety cabling to be approved by a licensed engineer. 10/22/09

oh for new water #25 to met

23. Require a secondary access for emergency evacuation as required by Cascade County Subdivision Regulations. This road shall be designed and constructed to Cascade County Subdivision Regulations Road Standards except for, upon approval of the Variance request for a 20' easement and a 16' wide road instead of a 60' easement and a 24' wide road. This is a restricted roadway for emergency use only to allow ingress and egress from the subdivision for public health and safety of the subdivision lot owners and emergency vehicles should Big Bend Lane, the only ingress/egress road into the Big Bend Estates subdivisions, or Bend View Lane on the Big Bend Ranch Subdivision side becomes congested or impassible during an emergency.

Oct 26/09

24. Demonstrate on the Plat the boundary of the Approximate A zone of the Special Flood Hazard (SFHA) and delineate a ten percent (10%) of the map scale line location outside boundary of SFHA. All lots must be located outside of this area of SFHA by map.

ok for now

25. Prior to filing final plat of the 17th through 33rd lots sold (not to be confused with lot numbers), Developer agrees to work with adjacent property owner(s) to construct Emergency Fire Access as defined in condition 23. Final plat for the 1st through 16th lots sold can be submitted and filed prior to Emergency Fire Access being completed.

Sincerely,

Susan Conell, Senior Planner

CASCADE COUNTY PLANNING DEPARTMENT

SERVING CASCADE COUNTY, MONTANA

May 10, 2011

Big Sky Civil & Environmental, Inc.
PO Box 3625
Great Falls, MT 59403

Sunlight Partners, LLC
Roy and Diane Volk
301 Big Bend Lane
Great Falls, MT 59404

Notice Of Conditional Approval

Dear Applicants:

On May 10, 2011, the Cascade County Commissioners did conditionally approve the Preliminary Major Plat of the Missouri River Big Bend III Major Subdivision located in the W ½ of Section 14, the E ½ of the SE ¼ of Section 15, and the NW ¼ NW ¼ of Section 23, Township 19 North, Range 3 East, P.M.M., Cascade County, Montana. This letter shall serve as your notice of conditional approval.

Conditions of approval are as follows:

Motion:

"I move the Cascade County Commission adopt the accompanying Findings of Fact and Staff Report and conditionally approve the preliminary plat of the Missouri River Big Bend III Major Subdivision located in W ½ of Section 14, the E ½ of the SE ¼ of Section 15, and the NW ¼ NW ¼ of Section 23, Township 19 North, Range 3 East, P.M.M., Cascade County, Montana, subject to the following 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 (MCA 76-3-612);

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

5. pursuant to 7-22-2152 M.C.A., submitting a written plan to the Cascade County Weed and Mosquito Board specifying the methods for weed management procedures with regards to this development.

6. causing to be recorded in conjunction with the final plat homeowners' association documents with sufficient authority and procedural mechanisms to administer, enforce, and fund the perpetual maintenance and discretionary improvement of the public rights of way created by and indicated on the subdivision plat;

7. causing to be recorded on the plat a statement concerning limited public services;

8. Design, construction, inspection, and certification, by a licensed professional engineer, of all internal private roads, including but not limited to Big Bend Lane from Dune Drive 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;

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

10. The inclusion of setbacks in the covenants as required by the Cascade County Zoning regulations;

DEQ. Not

11. Obtaining approval for the proposed water and sewage disposal systems from state and/or local health departments.

On plat

12. 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 Fox Farm Road, Dune Road, 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 equitably in such an RSID.

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. The homeowners association shall be responsible for the continual maintenance of the equipment subject to adequate inspections by the Fire Chief of the Gore Hill Volunteer Fire Department to insure the equipment is being properly maintained.

15. Require a Final Resolution be adopted and passed prior to any filing of this plat for a zone change to have been approved for Lots 1B-4B, Lots 1A-4A, Lot 5, Lot 6 and Lot 7 from (SR-2) Suburban Residential to (O) Open Space zone district.

16. At the sale of the 17th lot, of either Missouri River Big Bend II or this subdivision, it will trigger the requirement for construction of the emergency road as conditionally approved in the Missouri River Big Bend II Subdivision. Developer agrees to work with adjacent property owner(s) to construct Emergency Fire Access as shown on the plat.

17. Cause to be recorded on the plat notice to potential buyers that fire protection cisterns lay outside the 1000' boundary.

Sincerely,

Susan Conell

Susan Conell
Cascade County Planning Director

GORE HILL FIRE RESCUE
Volunteer Fire Company
4401 62nd Ave SW, Great Falls, MT 59403

07 August 2020

TO: Ms. Amber Hobbs, Cascade County Plans
Mrs. Kathleen Hickman, Chair, Gore Hill Fire Service Area Board of Directors

FROM: Office of Chief, Gore Hill Fire Rescue

SUBJECT: Variance Request, Missouri River Big Bend II, Part II

1. OVERVIEW

This memorandum discusses fire protection concerns surrounding variance request for Missouri River Big Bend II, Part II, dated 3 August 2020.

2. DESCRIPTION

This tract consists of 36 acres situated in the SW corner of Section 11, E1/2 E1/2 of Section 15 and the NW 1/4 NW 1/4 of Section 14, and the SE1/4 SE1/4 of Section 10, T. 19 N., R. 3 E., in Cascade County, bordering the West side and termination of Rimrock Lane.

3. FINDINGS

a. **Streets and Roadways**: Current road conditions do not meet Cascade County Subdivision Regulations for road design standards (www.cascadecountymt.gov). Specifically, current road does not meet width, composition, or turnaround requirements outlined in 10.4. Additionally, the cul de sac shared between lots 5, 11, 12 and 13 does not meet the standard and will not accommodate fire apparatus particularly during inclimate weather.

b. **Fire Protection**: Current road conditions do not meet requirements necessary for access, ingress, egress and evacuation as outlined in 10.15. As of this date, a two-track, unimproved road connects Rimrock Lane with Big Bend Lane to the South between Lots 5 and 6. Access is posted and gated at both entrances.

4. RECOMMENDATIONS

a. Construct roadways that meet or exceed county standards and include cul de sacs capable of accommodating large fire apparatus in excess of 33,000 GVW.

b. Establish roads to ensure at least two access, ingress, egress and evacuation options for residents and responders. This includes providing unrestricted access through what now appears to be private property.

5. CONCLUSION

In the event of a major fire, medical emergency, or disaster, the current state of this property would expressly complicate, if not fail, the necessary response.

Approve/Disapprove/Approve with Conditions

JOHN SCHMIEDEKE, Chief.
Gore Hill Fire Rescue
406.868.2131
johns@taytrans.com

View Business Details

BIG BEND ESTATES HOME OWNERS ASSOCIATION (D214993), Domestic Non Profit Corporation

Log in to ePass to file your business documents and maintain your business. If you don't have an ePass account you will be able to create one.

File My Annual Report Request Entity Information

Confirm Receipt Of REGISTERED AGENT Authority

General Details | Documents | History Details

Entity Name	BIG BEND ESTATES HOME OWNERS ASSOCIATION
Entity Status	Active Good Standing
Business Identifier	D214993
Entity Type	Domestic Non Profit Corporation
Corporate Type	Mutual Benefit Corporation with members
Formation Date	05/10/2011
Last AR Filed Date	04/06/2020

State or Country of Jurisdiction

Country	United States
State	Montana

September 8, 2020 Contract 20-144

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Montana ExpoPark Test Barn Roof Contract**

INITIATED BY: **Cascade County Public Works Department**

ACTION REQUESTED: **Approval of Contract Award - Contract 20-144**

PRESENTED BY: **Les Payne, Public Works Director**

BACKGROUND:
Cascade County sought a bid to put a new roof on the Test Barn & the addition that is attached to the Eastside of that building, all located at the Montana ExpoPark, at 400 3rd St NW. The amount of the contract did not require public sealed bids per Montana Codes Annotated.

RECOMMENDATION:
Cascade County Staff, recommends the commission approve the contract for A.T. Klemens to remove and install a new roof on the Test Barn & the addition that is attached to the Eastside of this building, all located at the Montana ExpoPark, at 400 3rd St NW, for $19,956.00 and approve staff of utilizing a not to exceed contingency of $3,991.20 (approximately 20%) for a total project cost of $23,947.20.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:
"I move the Cascade County Commission **APPROVE** Contract 20-144 bid proposal for A.T. Klemens to remove and install a new roof on the Test Barn & the addition that is attached to the Eastside of this building, all located at the Montana ExpoPark, at 400 3rd St NW, for $19,956.00 and approve staff of utilizing a not to exceed contingency of $3,991.20 (approximately 20%) for a total project cost of $23,947.20."

MOTION TO DISAPPROVE:
"I move the Cascade County Commission **DISAPPROVE** Contract 20-144 bid proposal for A.T. Klemens to remove and install a new roof on the Test Barn & the addition that is attached to the Eastside of this building, all located at the Montana ExpoPark, at 400 3rd St NW, for $19,956.00 and approve staff of utilizing a not to exceed contingency of $3,991.20 (approximately 20%) for a total project cost of $23,947.20."

CONTRACT

In consideration of the mutual promises and consideration set forth herein between A.T. Klemens, 814 12th St North, Great Falls, Montana 59401 (Contractor) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. **Contract Purpose And Scope Of Contract Work:** The purpose of this contract (Work) is for the Contractor to remove the old roof and install a new metal roof, on the TEST BARN & the attached lower roof structure, both located at the Montana ExpoPark, at 400 3rd St NW, Great Falls, MT 59401. Contractor will do the following work of the METAL ROOF ASSEMBLY, of the Contractor's Quote dated August 28, 2020. OPTION: 2, TEST BARN BUILDING ONLY and OPTION: 2, ATTACHED LOWER ROOF STRUCTURE ONLY which is attached hereto and incorporated herein as **Exhibit A** to this Contract. Contractor shall coordinate with County's Agent, Les Payne, Public Works Director.

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

3. **Contract Time:** Contractor shall fully complete the Contract Work no later than thirty (30) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. **Contract Sum:** Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of NINTEEN THOUSAND NINE HUNDRED FIFTY SIX AND 00/100 DOLLARS ($19,956.00) upon final acceptance of the work. The stated Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

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

than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

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

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

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

8. Contractor Registration: Construction contracts greater than $2,500 require Contractors to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to Contract execution. A copy of the registration certificate must be provided to the County. Contractor's registration number is #_____ and expires on the _____ day of _____, 20_____ .

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

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

11. General Warranty: The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from

defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

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

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

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

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

DATED this ___ day of September, 2020

Contractor:

_____
A.T. Klemens

STATE OF MONTANA)
:ss
County of Cascade)

This instrument was signed or acknowledged before me on this ___ day of _____, 2020.

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

_____

Notary Public for the State of Montana
Residing at _____
My Commission expires:_____

(NOTARIAL SEAL)

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 Ft. 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.

A•T•KLEMENS

PLUMBING, HEATING, AIR CONDITIONING, REFRIGERATION, ROOFING, SHEET METAL AND ELECTRICAL CONTRACTORS
814 - 12th Street North, Great Falls, MT 59401 • (406) 452-9541 • FAX (406) 761-0935

TO: Cascade County Public Works

Attn: Les

DATE: Friday, August 28, 2020

FOR: MT Expo Park

Test Barn Roof Quote

Metal Roof Assembly

We propose to furnish to the above referred Buyer the following:

Furnish all labor and materials to remove the existing roof assemblies from the Test Barn building and the roof assemblies from the lower building connected to it. And install one of the following roof assembly options

Option: 1 Test Barn Building ONLY
- Install a 29 gauge sheet metal exposed fastener roof assembly including the installation of a new 1/2" CDX plywood installed over the existing 3/4" spaced planked roof decking.
For the above we quote the sum of: $8,520.00
Labor: $5,000.00
Materials: $3,520.00

There is water damaged existing roof decking that will have to be replaced before sheeting over it with the new 1/2"CDX plywood. Figure $3.00 per square foot for the removal and replacement of the water damaged roof decking. Plan for at least $500 to $1,000.00 dollars of decking replacement.

Add $3,100.00 dollars to the above bid price to remove the existing crown fascia trims and replace them with 2x dimensional lumber and install fabricated metal fascia over the new 2x fascia boards
Labor $2,520.00 Materials $580.00

Option: 2 Test Barn Building ONLY
- Install a 29 gauge sheet metal exposed fastener roof assembly including the removal of the existing 3/4" spaced planked roof decking and its replacement with new 3/4" CDX plywood
For the above we quote the sum of: $11,200.00
Labor: $6,426.00
Materials: $4,774.00

Add $3,100.00 dollars to the above bid price to remove the existing crown fascia trims and replace them with 2x dimensional lumber and install fabricated metal fascia over the new 2x fascia boards
Labor $2,520.00 Materials $580.00

Option: 1 Attached Lower Roof Structure ONLY
- Install a 29 gauge sheet metal exposed fastener roof assembly including the installation of a new 1/2" CDX plywood installed over the existing 3/4" spaced planked roof decking
For the above we quote the sum of: $2,840.00
Labor: $1,664.00
Materials: $1,176.00

There is water damaged existing roof decking that will have to be replaced before sheeting over it with the new 1/2"CDX plywood. Figure $3.00 per square foot for the removal and replacement of the water damaged roof decking. Plan for at least $200 to $600.00 dollars of decking replacement

Add $1,320.00 dollars to the above bid price to remove the existing crown fascia trims and replace them with 2x dimensional lumber and install fabricated metal fascia over the new 2x fascia boards
Labor $1,080.00 Materials $240.00

Option: 2 Attached Lower Roof Structure ONLY
- Install a 29 gauge sheet metal exposed fastener roof assembly including the removal of the existing 3/4" spaced planked roof decking and its replacement with new 3/4" CDX plywood
For the above we quote the sum of: $3,736.00
Labor: $2,140.00
Materials: $1,596.00

Add $1,320.00 dollars to the above bid price to remove the existing crown fascia trims and replace them with 2x dimensional lumber and install fabricated metal fascia over the new 2x fascia boards
Labor $1,080.00 Materials $240.00

For the above we quote the sum of: ($ _____)

_____ DOLLARS

Payment to be made in full as follows: _____

Per Progress Billing

and further subject to the terms and conditions contained on the reverse side hereof.

BUYER:

ACCEPTED:

By: _____

_____ Date _____

A.T. KLEMENS

By: Josh Redd - Roofing Department

_____

This Quotation Is Void If Not Accepted In 30 Days.
AN EQUAL OPPORTUNITY EMPLOYER

A•T•KLEMENS

PLUMBING, HEATING, AIR CONDITIONING, REFRIGERATION, ROOFING, SHEET METAL AND ELECTRICAL CONTRACTORS
814 - 12th Street North, Great Falls, MT 59401 • (406) 452-9541 • FAX (406) 761-0935

TO: Cascade County Public Works

Attn: Les

DATE: Friday, August 28, 2020

FOR: MT Expo Park

Test Barn Roof Quote

Shingle Roof Assembly

We propose to furnish to the above referred Buyer the following:

Furnish all labor and materials to remove the existing roof assemblies from the Test Barn building and the roof assemblies from the lower building connected to it. And install one of the following roof assembly options.

Option: 1 Test Barn Building ONLY
- Install a 30 Year Architectural Shingle roof assembly including the installation of a new 1/2" CDX plywood installed **over the existing 3/4" spaced planked roof decking**.
For the above we quote the sum of: $9,000.00
Labor: $5,020.00
Materials: $3,980.00

There is water damaged existing roof decking that will have to be replaced before sheeting over it with the new 1/2"CDX plywood. Figure $3.00 per square foot for the removal and replacement of the water damaged roof decking. Plan for at least $500 to $1,000.00 dollars of decking replacement.

Add $3,100.00 dollars to the above bid price to remove the existing crown fascia trims and replace them with 2x dimensional lumber and install fabricated metal fascia over the new 2x fascia boards.
Labor : $2,520.00 Materials: $580.00

Option: 2 Test Barn Building ONLY
- Install a 30 Year Architectural Shingle roof assembly including the removal of the existing 3/4" spaced planked roof decking and its replacement with **new 3/4" CDX plywood.**
For the above we quote the sum of: $11,750.00
Labor: $6,430.00
Materials: $5,320.00

Add $3,100.00 dollars to the above bid price to remove the existing crown fascia trims and replace them with 2x dimensional lumber and install fabricated metal fascia over the new 2x fascia boards
Labor : $2,520.00 Materials: $580.00

Option: 1 Attached Lower Roof Structure ONLY
- Install a 30 Year Architectural Shingle roof assembly including the installation of a new 1/2" CDX plywood installed **over the existing 3/4" spaced planked roof decking**.
For the above we quote the sum of: $3,000.00
Labor: $1,672.00
Materials: $1,328.00

There is water damaged existing roof decking that will have to be replaced before sheeting over it with the new 1/2"CDX plywood. Figure $3.00 per square foot for the removal and replacement of the water damaged roof decking. Plan for at least $200 to $600.00 dollars of decking replacement.

Add $1,320.00 dollars to the above bid price to remove the existing crown fascia trims and replace them with 2x dimensional lumber and install fabricated metal fascia over the new 2x fascia boards.
Labor : $1,080.00 Materials: $240.00

Option: 2 Attached Lower Roof Structure ONLY
- Install a 30 Year Architectural Shingle roof assembly including the removal of the existing 3/4" spaced planked roof decking and its replacement with new **3/4" CDX plywood.**
For the above we quote the sum of: $3,920.00
Labor: $2,140.00
Materials: $1,780.00

Add $1,320.00 dollars to the above bid price to remove the existing crown fascia trims and replace them with 2x dimensional lumber and install fabricated metal fascia over the new 2x fascia boards
Labor : $1,080.00 Materials: $240.00

For the above we quote the sum of: ($ _____)

_____ DOLLARS

Payment to be made in full as follows: Per Progress Billing

and further subject to the terms and conditions contained on the reverse side hereof.

BUYER:

ACCEPTED:

By: _____

_____ Date _____

A.T. KLEMENS

By: Josh Redd - Roofing Department

This Quotation Is Void If Not Accepted In 30 Days.
AN EQUAL OPPORTUNITY EMPLOYER

A•T•KLEMENS

PLUMBING, HEATING, AIR CONDITIONING, REFRIGERATION, ROOFING, SHEET METAL AND ELECTRICAL CONTRACTORS
814 - 12th Street North, Great Falls, MT 59401 • (406) 452-9541 • FAX (406) 761-0935

TO: Cascade County Public Works

Attn: Les

DATE: Friday, August 28, 2020

FOR: MT Expo Park

Test Barn Roof Quote

Metal Roof Assembly

We propose to furnish to the above referred Buyer the following:

Furnish all labor and materials to remove the existing roof assemblies from the Test Barn building and the roof assemblies from the lower building connected to it. And install one of the following roof assembly options.

Option: 1 Test Barn Building ONLY
- Install a 29 gauge sheet metal exposed fastener roof assembly including the installation of a new 1/2" CDX plywood installed **over the existing 3/4" spaced planked roof decking.**

For the above we quote the sum of: $8,520.00
Labor: $5,000.00
Materials: $3,520.00

There is water damaged existing roof decking that will have to be replaced before sheeting over it with the new 1/2"CDX plywood. Figure $3.00 per square foot for the removal and replacement of the water damaged roof decking. Plan for at least $500 to $1,000.00 dollars of decking replacement.

Add $3,100.00 dollars to the above bid price to remove the existing crown fascia trims and replace them with 2x dimensional lumber and install fabricated metal fascia over the new 2x fascia boards. Labor : $2,520.00 Materials: $580.00

Option: 2 Test Barn Building ONLY
- Install a 29 gauge sheet metal exposed fastener roof assembly including the removal of the existing 3/4" spaced planked roof decking and its replacement with new 3/4" CDX plywood.

For the above we quote the sum of: $11,200.00
Labor: $6,426.00
Materials: $4,774.00

Add $3,100.00 dollars to the above bid price to remove the existing crown fascia trims and replace them with 2x dimensional lumber and install fabricated metal fascia over the new 2x fascia boards. Labor : $2,520.00 Materials: $580.00

Option: 1 Attached Lower Roof Structure ONLY
- Install a 29 gauge sheet metal exposed fastener roof assembly including the installation of a new 1/2" CDX plywood installed over the existing 3/4" spaced planked roof decking

For the above we quote the sum of: $2,840.00
Labor: $1,664.00
Materials: $1,176.00

There is water damaged existing roof decking that will have to be replaced before sheeting over it with the new 1/2"CDX plywood. Figure $3.00 per square foot for the removal and replacement of the water damaged roof decking. Plan for at least $200 to $600.00 dollars of decking replacement.

Add $1,320.00 dollars to the above bid price to remove the existing crown fascia trims and replace them with 2x dimensional lumber and install fabricated metal fascia over the new 2x fascia boards. Labor : $1,080.00 Materials: $240.00

Option: 2 Attached Lower Roof Structure ONLY
- Install a 29 gauge sheet metal exposed fastener roof assembly including the removal of the existing 3/4" spaced planked roof decking and its replacement with new 3/4" CDX plywood.

For the above we quote the sum of: $3,736.00
Labor: $2,140.00
Materials: $1,596.00

Add $1,320.00 dollars to the above bid price to remove the existing crown fascia trims and replace them with 2x dimensional lumber and install fabricated metal fascia over the new 2x fascia boards. Labor : $1,080.00 Materials: $240.00

For the above we quote the sum of: ($ _____)

_____ DOLLARS

Payment to be made in full as follows:

Per Progress Billing

and further subject to the terms and conditions contained on the reverse side hereof.

BUYER:

ACCEPTED:

By: _____

_____ Date _____

A.T. KLEMENS

By: Josh Redd - Roofing Department

This Quotation Is Void If Not Accepted In 30 Days.
AN EQUAL OPPORTUNITY EMPLOYER

Resolution 20-52

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:	**Independent Taxing Jurisdictions**
INITIATED BY:	**Cascade County Clerk & Recorder**
ACTION REQUESTED:	**Approval of Resolution 20-52**
PRESENTED BY:	**Rina Fontana Moore** **Cascade County Clerk & Recorder**

SYNOPSIS:
The Cascade County Clerk & Recorder/Elections Administrator, Rina Fontana Moore, is presenting the information as provided by the Independent Taxing Jurisdictions within Cascade County in the matter of setting tax mill levies for fiscal year 2020/2021.

RECOMMENDATION:
Approval of Resolution 20-52

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:
Mr. Chair, I move the Cascade County Commission approve Resolution 20-52 and accept the information provided.

MOTION TO DISAPPROVE:
Mr. Chair, I move the Cascade County Commission disapprove Resolution 20-52 and not accept the information provided.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

IN THE MATTER OF SETTING TAX MILL LEVIES FOR INDEPENDENT TAXING JURISDICTIONS FOR FISCAL YEAR 2020/2021

RESOLUTION 20-52

WHEREAS, pursuant to MCA § 7-6-4036, the Board of County Commissioners of Cascade County, Montana is required to fix the tax levy for each taxing jurisdiction within the county; and

WHEREAS, pursuant to various sections of the Montana Code Annotated, each of the independent taxing jurisdictions within Cascade County is required to publicly set their tax mill levy and forward said information to the county for inclusion on the property tax bills; and

WHEREAS, pursuant to MCA § 7-6-4021, the Board of Cascade County Commissioners did cause a notice of a public hearing on all Cascade County jurisdiction's tax levies to be published in the *Great Falls Tribune,* the official newspaper of the County and has subsequently held a public hearing on the proposed tax levies to be included on the Cascade County tax bills for Fiscal Year 2020/2021 as required by law; and

WHEREAS, the said notice of public hearing as duly published in the *Great Falls Tribune,* specified that the Board would meet on Tuesday, September 8th, 2020, for the purpose of fixing the tax levies, and that any taxpayer could appear and be heard for or against any part of said levies; and

WHEREAS, the Board of County Commissioners has received from the various independent taxing jurisdictions their tax levies for the Fiscal Year 2020/2021 as delineated on the attached Schedule A;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Cascade County that the independent taxing jurisdictions' tax levies as contained in the attached Schedule A are hereby formally approved and fixed.

Passed and Adopted this 8th day of September, 2020.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
James L. Larson, Chairman

_____
Jane Weber, Commissioner

_____
Joe Briggs, Commissioner

Attest

On the this 8th day of September, 2020, I hereby attest the above-written signatures of the Cascade County Commissioners.

_____
Rina Fontana Moore, Cascade County Clerk & Recorder

CASCADE COUNTY
SCHOOL DISTRICT LEVIES

2020-2021

Elementary | **High School**

HIGH SCHOOL DISTRICT A
Great Falls

Dist. No.	General	Transp.	Bus Deprec.	Tuition	Adult Educ	Tech	Debt Service	Bldg Reserve	Elem Total	General	Transp.	Bus Deprec.	Tuition	Adult Educ	Tech	Debt Service	Bldg Reserve	High School Total	District Total
1xx	107.4	16.32	0.05	14.08	2.81	1.06	25.99	3.02	**170.73**	50.09	3.01	0.04	2.94	1.46	0.52	30.46	1.34	**89.86**	**260.59**
1	107.4	16.32	0.05	14.08	2.81	1.06	25.99	3.02	**170.73**	50.09	3.01	0.04	2.94	1.46	0.52	30.46	1.34	**89.86**	**260.59**
1x	107.4	16.32	0.05	14.08	2.81	1.06	25.99	3.02	**170.73**	50.09	3.01	0.04	2.94	1.46	0.52	30.46	1.34	**89.86**	**260.59**
5A Centerville Elementary									**204.66**	50.09	3.01	0.04	2.94	1.46	0.52	30.46	1.34	**89.86**	**294.52**
29A Belt Elementary									**112.98**	50.09	3.01	0.04	2.94	1.46	0.52	30.46	1.34	**89.86**	**202.84**
Protested tax Levys SD 1	5.622	0.804	0.001	0.632	0.12	0.06	1.298	0.236	**8.773**	2.874	0.259	0.001	0.105	0.077	0.029	1.37	0.105	**4.82**	

HIGH SCHOOL DISTRICT B
Cascade

Dist. No.	General	Transp.	Bus Deprec.	Tuition	Adult Educ	Tech	Debt Service	Bldg Reserve	Elem Total	General	Transp.	Bus Deprec.	Tuition	Adult Educ	Tech	Debt Service	Bldg Reserve	High School Total	District Total
3	55.38	22.73	10.33	8.4	0	6.53	8.71	3.07	**115.15**	32.86	19.48	8.97	1.27	1.47	10.86	7.24	1.37	**83.52**	**198.67**
85	138.27	14.46							**152.73**	32.86	19.48	8.97	1.27	1.47	10.86	7.24	1.37	**83.52**	**236.25**

HIGH SCHOOL DISTRICT C
Centerville

Dist. No.	General	Transp.	Bus Deprec.	Tuition	Adult Educ	Tech	Debt Service	Bldg Reserve	Elem Total	General	Transp.	Bus Deprec.	Tuition	Adult Educ	Tech	Debt Service	Bldg Reserve	High School Total	District Total
5	120.88	29.48	16.72	0.39	0	0	33.65	3.54	**204.66**	82.68	28.97	15.24	7.29			17.72	1.46	**153.36**	**358.02**
5A	120.88	29.48	16.72	0.39	0	0	33.65	3.54	**204.66**	Great Falls High School								**89.86**	**294.52**
29AA Belt Elementary									**112.98**	82.68	28.97	15.24	7.29			17.72	1.46	**153.36**	**266.34**

HIGH SCHOOL DISTRICT D

Belt

Dist. No.	General	Transp.	Bus Deprec.	Tuition	Adult Educ	Tech	Debt Service	Bldg Reserve	Elem Total	General	Transp.	Bus Deprec.	Tuition	Adult Educ	Tech	Debt Service	Bldg Reserve	High School Total	District Total
29	69.71	16.25	0.85			3.04	20.21	2.92	112.98	46.69	20.41	1.14				17.89	1.26	87.39	200.37
29B	69.71	16.25	0.85			3.04	20.21	2.92	112.98	46.69	20.41	1.14				17.89	1.26	87.39	200.37
29A	69.71	16.25	0.85			3.04	20.21	2.92	112.98	Great Falls High School								89.86	202.84
29AA	69.71	16.25	0.85			3.04	20.21	2.92	112.98	Centerville High School								153.36	266.34

HIGH SCHOOL DISTRICT F

Simms

Dist. No.	General	Transp.	Bus Deprec.	Tuition	Adult Educ	Tech	Debt Service	Bldg Reserve	Elem Total	General	Transp.	Bus Deprec.	Tuition	Adult Educ	Tech	Debt Service	Bldg Reserve	High School Total	District Total
55X	116.31	41.06	9.96	20.77	0.51	8.51		2.93	200.05	69.95	22.93	9.41	9.32	1.32			1.32	114.25	314.3
74	118.81	20.99	10.57	18.51				4.08	172.96	69.95	22.93	9.41	9.32	1.32			1.32	114.25	287.21

Cascade County-Wide School Mill Levies

Elementary Retirement	**26.86**
High School Retirement	**12.68**
Elementary & High School Transportation	**4.17**

Diane Heikkila
County Treasurer/Superintendent of Schools

Rina Moore
County Clerk & Recorder

Cascade County

Description	Data
Fiscal Year	2020-2021
Cascade County Countywide	
Bridge Fund	13.00
Comprehensive Insurance	1.50
Emergency Medical Services	0.50
Extension services	1
General Fund	38.50
District Court	3.00
Mental Health	0.20
Mosquito Control	2.00
Museums	1.60
Public Safety	46.21
Senior Citizens	0.75
Senior Transportation	0.40
State Fair	10.00
Weed Control	1.60
	120.26
Countywide Voted Levy	
Search & Rescue	0.30
Countywide Permissive Levies	
Permissive Medical Levy	9.95
Permissive Sheriff's Retirement	1.11
	11.06
Countywide Total	**131.62**
Road Tax Mills	
Road Levy	28.55
Rural Mills	
Library	3.70
Planning	3.20
Road Materials	4.20
Health Department	6.88
	17.98
Emergency Disaster Levy	0
Total Rural & Road	**46.53**

State of Montana

Description	Data
Mandated Countywide	
University Levy	6.0
Vocational Education	1.50
High School Equalization	22.00
Elementary Equalization	33.00
State Equalization Aid	40.00
	102.5
Elementary Teacher Retire	26.86
High School Teacher Retire	12.68
School Transportation	4.17
	43.71
Total Countywide Levies	**277.83**

Special Districts

Description	Data
Predatory Animal Control on Sheep (per head)	$0.60
Predatory Animal Control on Cattle (per head)	$0.50
Rural Fire Control, 16 Special Districts	95.40
Belt Rural Fire District	20.00
Black Eagle Fire District #1	18.20
Black Eagle Sewer District #24	25.10
Sun River Cemetery (School District No. 55X)	3.41
Conservation District *(On all real estate property outside incorporated cities and towns and areas annexed into cities since 1946)*	1.77
GF Transit District	19.44
GF Transit District Permissive Medical Levy	3.08
	22.52
West Great Falls Flood Control	46.04

Cities & Towns

Description	Data
Great Falls (City) General 1C	172.84
Great Falls (City) Soccer Park Debt Service	1.72
Great Falls (City)Park District #1	0.00
Great Falls (City) Permissive Medical	34.23
Total Great Falls (City)	**208.79**
Cascade (City) General 3C	148.15
Cascade (City) Permissive Medical	0.00
Total Cascade (City)	**148.15**
Belt (City) General 29C	176.22
Belt (City) Permissive Medical	11.87
Total Belt (City)	**188.09**
Neihart (Town) General 29B	81.64

School Districts

Description	Data
1C Great Falls	260.59
1- Great Falls	260.59
1X Great Falls	260.59
1XX Great Falls	260.59
3C Cascade	198.67
3- Cascade	198.67
5 Stockett - Sand Coulee	358.02
5A Stockett - Sand Coulee	294.52
29C Belt	200.37
29- Belt	200.37
29A Belt	202.84
29AA Belt	266.34
29B Neihart	200.37
55X Sun River Valley	314.30
74 Vaughn	287.21
85 Ulm	236.25
Special SD #1 Elementary District Tax Protest Levy	8.773
Special SD #1 High School District Tax Protest Levy	4.820

September 8th, 2020 **Contract 20-145**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	**Contract 20-CV01-92700-COVID-19 Prevention and Preparation Montana Board of Crime Control (MBCC) Grant Award**
INITIATED AND PRESENTED BY:	**Carey Ann Haight, Deputy County Attorney**
ACTION REQUESTED:	**Approval of Contract**

BACKGROUND:

In response to the COVID-19 Pandemic, the Montana Board of Crime Control (MBCC) authorized grant funding to law enforcement agencies that qualified for grant funding. The Cascade County Sheriff's Office and the Cascade County Juvenile Detention Center made a combined application to MBCC for $84, 187 in funding which was successful. The grant funding will be split with $25,000 allocated to the Juvenile Detention Center and $59,187 allocated to the Sheriff's Office. The funding will be utilized for preventing, preparing for and responding to the coronavirus.

RECOMMENDATION: Approval of Contract 20-145.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mister Chair, I move that the Commission approve Contract #20-145 the **Contract 20-CV01-92700-COVID-19 Prevention and Preparation Montana Board of Crime Control (MBCC) Grant Award in the amount of $84,187.**

MOTION TO DISAPPROVE:
Mister Chair, I move that the Commission disapprove Contract #20-145 the **Contract 20-CV01-92700-COVID-19 Prevention and Preparation Montana Board of Crime Control (MBCC) Grant Award in the amount of $84,187.**

CONTRACT

20-145

Montana Board of Crime Control
5 S Last Chance Gulch
PO Box 201408
Helena MT 59620
Phone (406)444-3604
Fax (406)444-4722
TTY (406)444-7099
www.mbcc.mt.gov

Peter Ohman
State Public Defender
Chairperson

Rick Kirn
Fort Peck Executive Board Member
Vice Chairperson

Laurie Barron
Superintendent

Tim Brurud
Youth Justice Council Chair

Katie Campbell
Probation Parole Officer

Jared Cobell
Assistant U.S. Attorney

William Dial
Whitefish Police Chief

Leo Dutton
Lewis & Clark Sheriff

Tim Fox
Attorney General

Wyatt Glade
Custer County Attorney

Beth McLaughlin
Court Administrator

Reginald Michael
Department of Corrections Director

Laura Obert
Broadwater County Commissioner

Olivia Rieger
7th Judicial District
District Court Judge

Angela Russell
Attorney

Geri Small
Professional & Community Organizations

Derek VanLuchene
Public Representative

September 1, 2020

Cory Reeves
Cascade CO Sheriff's Office
3800 Ulm North Frontage Rd
Great Falls, MT 59401

RE: 20-CV01-92700 – COVID-19 Prevention and Preparation: Cascade CO
(*Please refer to the above grant number in any correspondence.*)

Dear Cory:

The Montana Board of Crime Control (MBCC) congratulates you on the award of your application.

Enclosed is your grant award and necessary instructions. If there has been a change in the Official Budget Representative or Project Director since the time of application, please complete a new signature page (http://mbcc.mt.gov/Funding/Forms-Info) and submit it with the signed award documents. Please have ***James Larson***, ***Chariman Cascade Co Comission,*** complete and sign the following:

- *Grant Award*
- *Special Conditions*
- *Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements*
- *Civil Rights Training Certificate* - http://mbcc.mt.gov/Working-Together/Training
- *Risk Assessment*

Documents require original signatures and must be returned to this office.

All grant funds are provided to subgrantees on a reimbursement basis, with proof of expenses incurred.

Quarterly Narrative and Financial Reports are required. You can begin reporting in the systems 16 days after the quarter opens and reports are due within 10 days following the end of each quarter/reporting period. Below is your user ID and password for logging in to *both* the Narrative and Financial Reporting Systems at http://mbcc.mt.gov/Funding/Reporting. Please note these are two separate systems and the ID and password are used for both.

Your User ID is: CV01-92700 **Your Initial Password is: 0701**

Please login immediately to set up your profile and email contacts to receive the reporting reminder emails. Please print the Narrative and Financial Reporting Instructions as a reference (http://mbcc.mt.gov/Funding/Reporting).

If you have any questions regarding your grant, please contact Mark Thatcher at (406) 444-3605.

Sincerely,

Natalia Bowser
Crime Control Bureau Chief

Enclosures

STATE OF MONTANA
BOARD OF CRIME CONTROL
5 Last Chance Gulch - Helena MT 59601-4178
Phone: (406) 444-3604 Fax: (406) 444-4722

GRANT AWARD

Subgrant: **20-CV01-92700** **COVID-19 Prevention and Preparation: Cascade CO**

Grantee: Cascade CO Sheriff's Office
3800 Ulm N Frontage Rd
Great Falls, MT 59404

FEIN: 816001343
Duration: 08/01/2020 through 07/30/2021
Proj. Dir: Cory Reeves

Award Date:		Personnel:	$6,921.00
Federal Amount Awarded:	$84,187.00	Contract Services:	$19,440.00
State Amount Awarded:	$0.00	Travel:	$0.00
Guaranteed Local Matching:	$0.00	Equipment:	$0.00
		Operating:	$57,826.00
Total:	$84,187.00	Total:	$84,187.00

Source of Federal Funds: 16.034 - Coronavirus Emerg. Supplement Funding

Special Conditions

Please see attached Special Conditions

I am pleased to inform you that the Board of Crime Control has approved your application for financial assistance. This grant is subject to the special conditions listed above, general conditions attached hereto, and must be implemented and administered along guidelines already established by your agency. This grant shall become effective, as of the date of award, when the grantee signs and returns a copy of this grant award to the Board of Crime Control.

Funds allocated to this project, both awarded and matching, must be obligated prior to **07/30/2021**

Natalia Bowser

Natalia Bowser
Crime Control Bureau Chief
Dept. of Corrections
Montana Board of Crime Control

Date

I, as authorized representative of the above grantee agency, hereby signify acceptance of the above described grant on the terms and conditions set forth above or incorporated by reference therein.

James Larson
Chariman Cascade Co Comission

Date

SPECIAL CONDITIONS

Subgrant: **20-CV01-92700**	**COVID-19 Prevention and Preparation: Cascade CO**	**Cascade CO Sheriff's Office**

1. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "part 200 Uniform Requirements") apply to this award from OJP.

   The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or supplemental award) that are obligated on or after the acceptance date of this award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the sub-recipient is to contact MBCC promptly for clarification. [ML2]

2. Subgrantee must obtain competitive bids for equipment and awards should be let to the lowest bidder. For equipment costing more than $5,000.00, bids must be written and copies submitted with quarterly financial reports. If other than the lowest bid is accepted, a full justification must be submitted to the Board of Crime Control. [ML6]

3. This grant award is conditional upon availability of government funds and may be reduced at anytime due to budget reductions. [ML10]

4. Award of this grant does not commit the Board of Crime Control to future funding. [ML11]

5. Applicant must maintain time and attendance records to support personnel costs associated with grant project. [ML12]

6. State rates for mileage, per diem, and lodging are maximum amounts that can be charged to subgrants funded by MBCC.

   Mileage rate: Effective 01/01/2020 57.5 cents per mile

Meals Allowance:	In-State	Out-of State
Morning Meal (12:01AM-10:00AM)	$7.50	$13.00
Midday Meal (10:01AM-3:00PM)	$8.50	$14.00
Evening Meal (3:01PM-12:00AM)	$14.50	$23.00
	$30.50	$50.00

   In order to claim reimbursement for a meal, you must be in a travel status for more than 3 continuous hours within one of the time ranges. To receive the morning meal you must leave before 7:00AM and to receive the evening meal you must return after 6:01PM.

   The lodging rate for Montana and federal lodging rate for out-of state lodging is available through the Internet at the following location:
   https://montana.policytech.com/dotNet/documents/?docid=690&mode=view.

   Grant funds may not be used to pay for out-of state travel without prior approval from MBCC.

   Grant funds cannot be used for costs and fees associated with cancelation or changes to travel, (ie. Airline, hotels, registration, etc.) unless approved by MBCC.

   Reimbursement for lodging without a receipt will be $12.00

Allowable expenses include emergency working supplies taxi fares, and business telephone calls. Paid receipts must support individual expense items of $25.00 or more.[ML15] [ML15]

7 . The maximum rate for consultants is $650.00 (excluding travel and subsistence costs) for an eight (8) hour day. An 8-hour day may include preparation, evaluation and travel time in addition to the time required for actual performance. Prior approval is required by MBCC for a rate exceeding $650 or $81.25 per hour. [ML16]

8 . The subrecipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purposes under the conditions applicable and must be used to further the objectives of the program or deducted from the total project costs for the purpose of determining the federal share of costs. Further, the use of program income must be shown on the quarterly Financial Status Reports. [ML19]

9 . Quarterly progress, financial, narrative and statistical reports, in a format required by MBCC are required for calendar quarters ending: September 30, December 31, March 31, and June 30. These reports are to be received by the Montana Board of Crime Control within 10 days following the end of the calendar quarter. Subgrantees who fail to submit reports by the due date will be subject to the following:

FIRST LATE REPORT: Subgrantee will be notified to cease all expenditures of grant funds until the reports are submitted.

SECOND LATE REPORT: The grant will be cancelled. The project director must appear before the Application Review Committee and petition to get the grant reinstated. [ML26]

10 Consultant services provided by consultants employed with profit, nonprofit, and not-for-profit organizations are subject to competitive bidding procedures. Contracted services provided by other types of organizations may also have restrictions. Please check with Crime Control staff prior to committing grant funds. [ML28]

11 Subgrantee may be required to appear before a subcommittee, at the Board's discretion, to explain their progress towards successful implementation of the grant. Should grant problems or deficiencies be detected, the subcommittee is authorized to initiate corrective actions. [ML34]

12 Any funds not properly obligated during the grant period shall lapse and revert to the Montana Board of Crime Control. [ML40]

13 Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Enviromental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities by this condition are:

a. New Construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensative area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register for Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased

as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html,for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of the national or program environmental assessment of that funded program or activity. [ML49]

14 COMMENCEMENT WITHIN 60 DAYS. If a project is not operational within 60 days of the original start date of the award period, the subgrantee must report by letter to MBCC the steps taken to initiate the project, the reasons for delay, and the expected start date.
OPERATIONAL WITHIN 90 DAYS: If a project is not operational within 90 days of the original start date of the award period, the subgrantee must submit a second statement to MBCC explaining the implementation delay. Upon receipt of the 90-day letter MBCC may cancel the project. MBCC may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrantee files and records must so note the extension. [ML60]

15 The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--

Mail:

U.S. Department of Justice
Office of the Inspector General
Investigations Division
950 Pensylvania Avenue
N.W. Room 4706
Washington, DC 20530

OR:

e-mail: oig.hotline@usdoj.gov

OR:

DOJ OIG Hotline:
(contact information in English and Spanish): (800) 869-4499
or hotline fax: (202) 305-8447
Additional information is available from the DOJ OIG website at www.usdoj.gov/oig. [ML70]

16 Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce

policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers. [ML76]

17 The subgrantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm [ML78]

18 The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at: https://www.ojp.gov/financialguide/doj/index.htm or http://www.ovw.usdoj.gov/grantees.html. [ML79]

19 In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP and MBCC require the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended. [ML83]

20 Subgrantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB, OJP, and/or OVW). Subgrantee agrees to obtain a Dun & Bradstreet (DUNS) number and to maintain a current registration. The details of subgrantee obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm or the Office of Violence Against Women web site at http://www.ovw.usdoj.gov/docs/sam-award-term.pdf [ML89]

21 The subgrantee agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website at https://ojp.gov/financialguide/DOJ/index.htm, including any updated version that may be posted during the period of performance. [ML106]

22 The subgrantee agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP, or OVW, as appropriate) during the grant period of performance for this award, if the sub-recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list. [ML107]

23 The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subgrantee must promptly notify, in writing, the MBCC grant manager of the potential duplication, and, if requested by MBCC, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding. [ML108]

24 The subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to partnerships with Faith-Based and Other Neighborhood Organizations. The grantee must specifically include any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious

practice. Part 38 also sets out rules and requirements that pertain to recipient organizations that engage in or conduct explicitly religious activities as well as rules and requirements that pertain to subgrantees that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and other Neighborhood Organizations", is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data. [ML112]

25 Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application. [ML129]

26 The subreciepient must collect, maintain, and provide to MBCC, data that measures performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by MBCC, OJP and/or OVW. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws. [ML135]

27 A subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise MBCC in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements. [ML141]

28 The subgrantee at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at http://ojp.gov/funding/Explore/SubawardAuthorization.htm. (Award condition: All subawards must have specific federal authorization), and are incorporated by reference here. [ML142]

29 The subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here. [ML143]

30 The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance. [ML145]

31 Specific post-award approval required to use a noncompetitive approach in any procurement contract that wouldexceed $250,000. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a

procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here. [ML146]

32 In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statue specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or an subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a <e,ber of Congress, or Congress (or an official oe employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the subrecipient is to contact MBCC for guidance, and may not proceed without the express prior written approval of OJP and MBCC. [ML147]

33 Compliance with general appropriations-law restrictions on the use of federal funds

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, are set out at http://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. [ML148]

34 Restrictions and certifications regarding non-disclosure agreements and related matters.

No subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide

prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency. [ML149]

35 The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient or sub-recipient that relate to the conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respectto the recipient, sub-recipient, and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award. [ML0]

36 The recipient and sub-recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient or sub-recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms if this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards. [ML178]

37 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program. [ML179]

38 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28

C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs." [ML180]

39 If the recipient or any subrecipient ("subgrantees") at any tier, is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient or subrecipient. The recipient's or subrecipient's disclosure must include the following:

1. The federal awarding agency that currently designates the recipient or subrecipient high risk

2. The date the recipient or subrecipient was designated high risk

3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address)

4. The reasons for the high-risk status, as set out by the federal awarding agency [ML181]

40 To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system. [ML194]

41 If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. [ML200]

42 Responsibility for the day-to-day conduct of the project rests with the sub-recipient. This specifically includes operations, data collection, analysis and interpretation.

Responsibility for the general oversight and redirection of the project, if necessary, rests with MBCC. MBCC will review and approve all activities in the requirements under the various stages, as approved in this award. [ML201]

43 On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, and references set out in other award requirements. [ML202]

44 The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipients breach procedures must include a requirement to report actual or imminent breach of PII to an MBCC Program Manager no later than 24 hours after an occurrence

of an actual breach, or the detection of an imminent breach. [ML203]

45 1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process
For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email EVerify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance. [ML236]

46 SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

SPECIAL CONDITIONS

Subgrant: **20-CV01-92700**	**COVID-19 Prevention and Preparation: Cascade CO**	**Cascade CO Sheriff's Office**

This condition only applies to Special-purpose districts, State of Montana Agencies, Counties, Cities, Local Government Entities and Tribal Governments. The afore mentioned entities shall follow their procedure policies [ML237]

47 SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved byDOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or anassociated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here. [ML238]

48 Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, mak or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx [ML247]

49 The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum -- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by MBCC (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds. [ML248]

50 No funds under this award may be expended on individual items costing $500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and / or Unmanned Aerial Vehicles (UAV) without prior written approval from MBCC. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Request (GAR) through the MBCC request process. [ML249]

51 The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, MBCC will provide notice of any additional CESF program-specific grants administrative requirements on special requirements page that are incorporated by reference here.

https://www.ojp.gov/funding/explore/CESF-program-specific-condition [ML250]

SPECIAL CONDITIONS

Subgrant: **20-CV01-92700**	**COVID-19 Prevention and Preparation: Cascade CO**	**Cascade CO Sheriff's Office**

I, as authorized representative of the above grantee agency, hereby signify acceptance of the above special conditions.

James Larson
Chariman Cascade Co Comission

Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

*U.S. Government Printing Office: 1996 - 405-037/40014

MBCC RISK ASSESSMENT REVIEW FORM

Sub-grantee Agency:		**Current Date:**	
Sub-grant Number:		**Award Amount:**	
Project Title:		**Prepared by:**	

RISK FACTORS ASSESSMENT

Question Number		Question (Questions 1-3 to be answered by sub-grantee, include additional comments below)	Responses		
			Yes	No	Score (MBCC)
1	a	Is your agency subject to the Single Audit Requirement? The trigger for a Single Audit is: During the fiscal year your agency expends federal funds in excess of $750,000. (If yes, please provide the most recent copy)			
	b	In the past two years has your agency received any other type of financial audit or review? (If yes, please provide a copy)			
	c	Were there findings or recommendations?			
	d	Were the findings resolved?			
2		Do staff have previous grant experience?			
3		Has your agency experienced key employee turnover of an executive director, fiscal officer, or program manager/staff within the past year? (If yes, provide details in comments below)			

Print Name of subgrantee:

Signature of subgrantee: **Date:**

Question Number	Question (Questions 4-8 to be answered by MBCC staff, include additional comments below)			
4	Has there been compliance monitoring of the sub-grantee by MBCC during the prior three years?			
5	Has there been any compliance or performance issues, financial management problems/financial instability for the sub-grantee during the prior three years?			
6	Does the sub-grantee have recurring/unresolved issues?			
7	Does the sub-grantee submit complete and timely reports as required?			
		Slightly Complex	Moderately Complex	Highly Complex
8	Rate the complexity of the program.			

RISK ASSIGNED TO SUB-RECIPIENT

COMMENTS/ACTION ITEMS **Document your comments and action items in this space (e.g., technical assistance).**

RISK ASSESSMENT CRITERIA	
Low Risk	Excellent history, no findings, experienced grant management.
Medium Risk	Less than excellent, some past findings, new grantee, large grant, some unknowns. Ongoing training and technical assistance will be provided.
High Risk	Poor performer, financial instability, prior findings, major staff changes, problems identified by other monitors. Ongoing training and technical assistance will be provided.

Civil Rights Compliance

5 South Last Chance Gulch
Helena, MT 59601
406-444-3604
www.mbcc.mt.gov

Introduction
The Montana Department of Corrections, Crime Control Bureau (CCB) provides services and equal employment opportunity (EEO) to all persons regardless of actual or perceived race, color, religion, creed, sex, sexual orientation, gender identity or expression, national origin, age, mental or physical disability, marital status, or political beliefs, discrimination or harassment because of a person's marriage to or association with individuals in one of the previously mentioned protected classes.

This encompasses all employees of CCB, grant applicants, subrecipients of CCB funds, subrecipients' employees, and clients of CCB subrecipents.

CCB will ensure that all subrecipients shall comply with all applicable state and federal laws regarding employment discrimination and affirmative action. It is CCB's position that all employees and subrecipients have a right to work in an environment free from all forms of discrimination, including sexual harassment. As such, CCB practices zero tolerance of harassment in any form.

Training
It is the responsibility of CCB to provide training to subrecipients on Civil-Rights-Related Award Requirements. All subgrantees must complete the online Civil Rights Training available on the agency website at http://mbcc.mt.gov/Working-Together/Training. This training must be completed at the beginning of each grant award. OVW subrecipients will complete the OVW Subrecipients Training while remaining subrecipients will complete Subrecipients Training. Upon completion of the training, participants must certify the training and return a copy of the signed certification with the signed award documents (within 45 days of award) in order to receive reimbursement of any grant funds.

Methods of Monitoring
During subrecipient monitoring visits and desk audits, CCB requires that a Civil Rights Questionnaire be completed ensuring that subrecipients have appropriate policies, procedures and training in place pertaining to discrimination. Additionally, CCB will check subrecipient files, policies, and procedures regarding Civil Rights to ensure compliance with OCR requirements.

Filing a Complaint

Subgrantees' Responsibilities
When a subrecipient's employee, client, customer or program participant files a discrimination complaint directly to the subrecipient, the subrecipient must have procedures in place to address complaints filed directly with their individual agency or organization. Subrecipients must have procedures in place to either investigate the complaint or forward the complaint to CCB for processing. Subrecipients must notify CCB of any complaint being investigated by the subrecipient or if a subrecipient will be forwarding a complaint to CCB or another appropriate agency for processing.

CCB's Responsibilities
Any CCB employee who receives a report of alleged discrimination shall immediately notify the CCB Bureau Chief of a report regardless of their perception of the validity of the complaint. The CCB Bureau Chief, upon receiving notification of a complaint, shall obtain and document information regardless of their perception of the validity of the complaint on CCB's Discrimination Complaint Referral Form.

Upon receipt of a report alleging discrimination, CCB's Bureau Chief will work with the Dept. of Corrections HR Coordinator to refer the complainant to the appropriate agency. The Bureau Chief and the HR Coordinator shall notify complainant of referral to appropriate agency within 10 business days of receiving the complaint. If the CCB Bureau Chief and the DOC HR Coordinator do not refer a complaint, the Bureau Chief will notify the complainant of this action within 10 business days of receiving the complaint. CCB does not investigate complaints of discrimination and does not collect information for investigative purposes pertaining to complaints alleging discrimination.

The CCB Bureau Chief can be reached at:

CCB Bureau Chief
5 South Last Chance Gulch
Helena, MT 59601
406-444-3604

Filing a Complaint, continued

Filing Options

Upon receipt of a complaint, the CCB Bureau Chief and the DOC HR Coordinator will determine if one or more of the following agencies has jurisdiction over the complaint, seeking additional information from the complainant if necessary. If one or more of these agencies has jurisdiction, the CCB will refer the complaint to the appropriate agency within 10 business days of receiving the complaint, and notify the complainant of this action. If the CCB does not refer a complaint, it will notify the complainant of this action within 10 business days of receiving the complaint as well.

Montana Department of Corrections, EEO Officer/Human Resources
5 South Last Chance Gulch
Helena, MT 59620
406-444-0445
corhr@mt.gov

Complaints filed with CCB or Dept. of Corrections EEO/Human Resources Division must be received within one hundred eighty (180) calendar days of the alleged discriminatory occurrence.

Complaints of Sexual Harassment are filed by notifying the ADA/EEO/AA Officer of MDOC, Human Resources Division within sixty (60) calendar days of the alleged harassment.

Montana Human Rights Bureau (HRB)
PO Box 1728
Helena MT 59624
(406) 444-2884
(406) 444-0532 (TTY)
http://erd.dli.mt.gov/human-rights/human-rights

Complaints with the HRB must be filed within one hundred eighty (180) calendar days of the alleged discriminatory occurrence. It is necessary to file a charge with the HRB or EEOC in order to preserve the right to file a private lawsuit at a later date.

United States Equal Employment Opportunity Commission (EEOC)
Denver District Office
303 E. 17th Avenue, Ste. 510
Denver CO 80203
(303) 866-1300
(303) 866-1950 (TTY)
www.eeoc.gov

Complaints with EEOC must be filed within three hundred (300) calendar days of the alleged discriminatory occurrence. It is necessary to file a charge with the HRB or EEOC in order to preserve the right to file a private lawsuit at a later date.

Office of Civil Rights, Office of Justice Programs, United States Department of Justice
810 7th Street, NW
Washington, DC 20531
(202) 514-4609
(202) 514-0716 (TTY)
http://ojp.gov/about/offices/ocr.htm

Statutes and Regulations

General Information

OCR's enforcement responsibilities are derived from civil rights requirements contained in the following several nondiscrimination statutes and regulations:

The Violence Against Women Act (VAWA) of 1994, as amended, which prohibits discrimination on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in programs authorized under VAWA. See U.S. Department of Justice Funded Grant Programs Generally Covered by the Nondiscrimination Grant Condition of the Violence Against Women Act of 1994 for a chart of covered programs.

The Omnibus Crime Control and Safe Streets Act of 1968, as amended, which prohibits discrimination on the basis of race, color, national origin, religion, or sex, in OJP, OVW, and COPS funded programs or activities. (34 U.S.C. § 10228(c) and 28 C.F.R. §42.201 et seq.) See U.S. Department of Justice Grant Programs Generally Covered by the Nondiscrimination Provision of the Omnibus Crime Control and Safe Streets Act of 1968 for a chart of covered programs.

The Juvenile Justice and Delinquency Prevention Act of 1974, as amended, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in OJP funded programs or activities (34 U.S.C. § 11182). See U.S. Department of Justice Grant Programs Generally Covered by the Nondiscrimination Provision of the Juvenile Justice and Delinquency Prevention Act of 1974 for a chart of covered programs.

Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in OJP and COPS funded programs or activities. (42 U.S.C. § 2000d and 28 C.F.R. §42.101 et seq.)

Section 504 of the Rehabilitation Act, which prohibits discrimination on the basis of disability in OJP and COPS funded programs or activities. (28 C.F.R. § 42.501 et seq.)

Section 1407 of the Victims of Crime Act (VOCA) of 1984, which prohibits discrimination on the basis of race, color, national origin, religion, sex, or disability in VOCA funded programs or activities (34 U.S.C. § 20110). See U.S. Department of Justice Grant Programs Generally Covered by the Nondiscrimination Provision of the Victims of Crime Act of 1984 for a chart of covered programs.

Title II of the Americans with Disabilities Act of 1990, as it relates to discrimination on the basis of disability in OJP or COPS funded programs or activities. (42 U.S.C. § 12132 and 28 C.F.R. part 35)

Title IX of the Education Amendments of 1972, as it relates to discrimination on the basis of sex in OJP and COPS funded training or educational programs. (20 U.S.C. § 1681 and 28 C.F.R. part 54)

The *Age Discrimination Act of 1975* as it relates to services discrimination on the basis of age in OJP or COPS funded programs or activities. (42 U.S.C. § 6102 and 28 C.F.R. § 42.700 et seq.)

Faith-Based Organizations

Executive Order 13279 issued in 2002 requires funding organizations to treat faith-based organizations (FBOs) the same as any other applicant or recipient of DOJ funding, neither favoring nor discriminating against FBOs in making and administering grant awards, and requires that FBOs be allowed to retain their independence, autonomy, expression, and religious character when competing for DOJ financial assistance used to support social service programs and participating in the social service programs supported with DOJ financial assistance.

The Executive Order and regulations also prohibit recipient FBOs from using Justice Department funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Funded FBOs may engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, funded FBOs must not compel program beneficiaries to participate in inherently religious activities. Funded faith-based organizations must also not discriminate on the basis of religion in the delivery of services or benefits. Detailed information is available online at http://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm.