

Minutes of Business Meeting  
January 21, 2015 – 5:15 p.m.  
Fergus County Commissioners  
712 W. Main, Suite 210  
Lewistown, MT 59457

Present: Presiding Officer Sandra Youngbauer, Commissioner Carl Seilstad, Commissioner Ross Butcher, and Deputy Clerk and Recorder, Renee Sanofsky. Public present: See attached list.

**CALL TO ORDER:**

Presiding Officer Youngbauer called the meeting to order at 5:15 p.m. She announced the agenda will be amended to add "Community Council Report" after "Public Comment on Agenda Items".

**APPROVAL OF MINUTES:**

Presiding Officer Youngbauer indicated if there were no alterations or corrections to the November 19, 2014, minutes they would stand approved as distributed. They will be on file with the Clerk and Recorder and on the Fergus County Website.

**PUBLIC HEARING:** None

**PUBLIC COMMENT ON AGENDA ITEMS:** None

**COMMUNITY COUNCIL REPORT:** None

**ANNOUNCEMENTS/REPORTS:**

1. The Port Authority still has 1-5 year position to be filled.
2. Fergus County Recreation District has 4 positions open. Anyone can apply. The district will fill these positions with two people within the city limits and two people outside the city limits. The application forms can be obtained on the Fergus County website or from the commissioners.

**BID OPENING:** None

**DISCUSSION/ACTION ITEMS:**

1. Emergency Services Dispatch Agreement between Fergus County and the City of Lewistown: Commissioner Seilstad made a motion to approve. Commissioner Butcher seconded. This is a two year agreement between Fergus County and the City of Lewistown.

**APPOINTMENTS:**

1. Community Council, District #2: Commissioner Butcher made a motion to approve appointments of Ryan Kuehn and Bobbie Rouns to District #2 of the Community Council. Commissioner Seilstad seconded. Appointment approved.
2. Port Authority: Commissioner Seilstad made a motion to approve the appointment of Pete Peterson to the Port Authority Board. Commissioner Butcher seconded. Appointment approved.
3. Tri County 911: Commissioner Butcher made a motion to approve the appointment of Troy Eades to the Tri County 911 Board as a voting member. Commissioner Seilstad seconded. Appointment approved.

4. Tax Appeal Board: Commissioner Seilstad made a motion to approve the appointment of Brandon Cowen to the Tax Appeal Board. Commissioner Butcher seconded. Appointment approved.

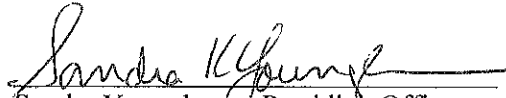
**PUBLIC INPUT:** None

**OTHER BUSINESS:** None

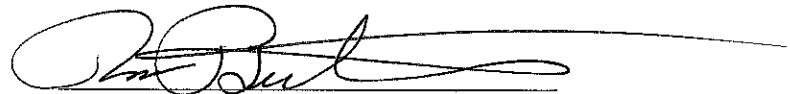
**NEXT MEETING DATES:**

January 26, 2015 Monday – 2:00 PM	Business Meeting	Fergus County Commissioners 712 W. Main St., Suite 210 Lewistown, MT 59457
February 6, 2015 Friday – 2:00 PM	Business Meeting	Fergus County Commissioners 712 W. Main St., Suite 210 Lewistown, MT 59457
February 18, 2015 Wednesday -5:15 PM	Regular Monthly Meeting	Fergus County Commissioners 712 W. Main St., Suite 210 Lewistown, MT 59457

Reminder: Agenda items are due to the Commissioners 10 days prior to the meeting.

  
Sandra Youngbauer, Presiding Officer

  
Carl Seilstad, Commissioner

  
Ross Butcher, Commissioner

Attest:

  
Rana J. Wichman, Clerk & Recorder



**AGENDA**

Board of Fergus County Commissioners  
Business Meeting – January 21, 2015- 5:15 P.M.  
712 W. Main St., Suite 210  
Lewistown, MT 59457

**TENTATIVE AGENDA**

1. Approval of the November 19, 2014 Meeting Minutes

**PUBLIC HEARING:**

**PUBLIC COMMENT ON AGENDA ITEMS:**

**ANNOUNCEMENTS/REPORTS:**

1. Port Authority (5 Year Term)—1 Positions open (to be filled any time)

**BID OPENING:**

**DISCUSSION/ACTION ITEMS:**

1. Emergency Services Dispatch Agreement between Fergus County and the City of Lewistown

**APPOINTMENTS:**

1. Community Council, District #2
  - a. Ryan Kuehn
  - b. Bobbie Rouns
2. Port Authority
  - a. Pete Peterson
3. Tri County 911
  - a. Troy Eades, voting member
4. Tax Appeal Board
  - a. Brandon Cowen

**PUBLIC INPUT:**

**OTHER BUSINESS:**

**NEXT MEETING DATES:**

January 26, 2015 Monday —2:00PM	Business Meeting	Fergus County Commissioners 712 W. Main St., Suite 210 Lewistown, MT 59457
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February 18, 2015 Wednesday—5:15PM	Regular Monthly Meeting	Fergus County Commissioners 712 W. Main St., Suite 210 Lewistown, MT 59457

***REMINDER: Agenda items are due to the Commissioners 10 days prior to the meeting.***

Minutes of Business Meeting  
November 19, 2014 – 5:15 p.m.  
Fergus County Commissioners  
712 W. Main, Suite 210  
Lewistown, MT 59457

Present: Presiding Officer Ken Ronish, Commissioner Carl Seilstad, Commissioner Sandra Youngbauer, and Clerk and Recorder Rana Wichman. Public present: See attached list.

**CALL TO ORDER:**

Presiding Officer Ronish called the meeting to order at 5:15 p.m. Commissioner Ronish stated there is a change to the agenda. Community Council Report is added after “Public Comment on Agenda Items”.

**APPROVAL OF MINUTES:**

Presiding Officer Ronish indicated if there were no alterations or corrections to the October 15, 2014 minutes they would stand approved as distributed. They will be on file with the Clerk and Recorder and on the Fergus County Website.

**PUBLIC HEARING:** None

**PUBLIC COMMENT ON AGENDA ITEMS:** None

**COMMUNITY COUNCIL REPORT:** Tom Wojtowick gave a report as a representative of the Fergus County Community Council. The points he touched on from their 11/17/2014 meeting included:

- 1) Development of the Crystal Caves;
- 2) The Conservation Corp and various structures they have or had at the Fergus County Fairgrounds; and
- 3) The Community Council By-laws.

**ANNOUNCEMENTS/REPORTS:** Board openings that may be appointed at the 12/17/2014 were mentioned. There have not been applications filed for some of the open seats.

**BID OPENING:** None

**DISCUSSION/ACTION ITEMS:**

1. TORCH – Presented by Joe Eckhardt: Mr. Eckhardt started by stating that TORCH stands for “Together Our Recovery Center Heals”. This is a non-profit, 501c, local organization. They have an endowment set up. The board members include: Joe Eckhardt, Derek Gibbs, Peggy Albee, Wes Phillips, Susan Phillips, Michelle Stanton, Roy Koch, and Chuck Gregory. Mr. Eckhardt went on to explain that TORCH is not a crisis center, and it is not in competition with AA. They want it to be a safe spot for individuals in need, and they plan to actively refer people for help as needed. Social interaction will be a primary focus for them. There will be a national presenter in Lewistown in April of 2015 that will train locals to better serve the organization and the community.

**APPOINTMENTS:** None

**PUBLIC INPUT:** None

**OTHER BUSINESS:** None

**NEXT MEETING DATES:**

November 25, 2014 Tuesday – 2:00 PM	Business Meeting	Fergus County Commissioners 712 W. Main St., Suite 210 Lewistown, MT 59457
December 10, 2014 Wednesday – 2:00 PM	Business Meeting	Fergus County Commissioners 712 W. Main St., Suite 210 Lewistown, MT 59457
December 17, 2014 Wednesday -5:15 PM	Regular Monthly Meeting	Fergus County Commissioners 712 W. Main St., Suite 210 Lewistown, MT 59457

Reminder: Agenda items are due to the Commissioners 10 days prior to the meeting.

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Ken Ronish, Presiding Officer

\_\_\_\_\_  
Carl Seilstad, Commissioner

Attest:

\_\_\_\_\_  
Sandra Youngbauer, Commissioner

\_\_\_\_\_  
Rana J Wichman, Clerk & Recorder







**EMERGENCY SERVICES DISPATCH AGREEMENT  
BETWEEN FERGUS COUNTY  
AND THE CITY OF LEWISTOWN**

This Agreement is made this 12<sup>th</sup> day of January, 2015 by and between the City of Lewistown (hereafter, the "City") and Fergus County, jointly referred to hereafter as the "parties":

**WHEREAS**, the City owns, operates and maintains facilities, equipment and capabilities and maintains personnel necessary to provide 911 call answering services for law enforcement and emergency services operations to include E-911 services (the "services") and,

**WHEREAS**, the City desires to provide these services to Fergus County Law Enforcement and emergency services personnel.

**WHEREAS**, Fergus County desires to contract for the service of answering 911 and E911 calls available from the City for the benefit of the Fergus County area (the "service area").

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**I. SERVICES PROVIDED BY CITY:** The City agrees to provide the following services:

A. Emergency 911 (E-911). The City will provide the services necessary to provide E-911 call taking services to the service area:

1. 911 call taking, and call relaying
2. Notification of appropriate responding agencies as identified in the E911 system and assistance with multi-agency notification when requested.
3. E-911 plan development and administration;
4. E911 database management;
5. Coordination with State 911 Office;
6. Assist with GPS/GIS mapping for emergency response; and,
7. Coordination with area telephone service providers.

B. Equipment. The City will provide all equipment necessary for the provision of 911 call-taking. Equipment purchases will be funded by 911 Funds through the Central Montana 911 Board.

C. Budgeting. The City will be responsible for the budgeting of personnel and non-911 expenses/revenues as well as the bookkeeping and management of the 911 Funds distributed by the State of Montana.

## **II. FERGUS COUNTY AGREES TO:**

A. **PROVIDE** All dispatching services necessary after the transference of the 911 call information.

B. **PROVIDE** Assistance with E911 data collection and mapping.

C. **PROVIDE** Letters of Authorization for use of related frequencies, repeaters, and infrastructure;

D. **PROVIDE** Designation of one representative from Fergus County to participate on the Central Montana 911 Center Board. The number of representatives from Fergus County may be changed by future board action but will not be less than one;

E. **PROVIDE** Telephone equipment and accessories necessary within its own facilities;

F. **ACKNOWLEDGE THAT** Repeaters, Mobile/vehicle radio units, pagers, and other necessary equipment and maintenance of the same for all personnel and vehicles within the County's jurisdiction are not the responsibility of the City or the Central Montana 911 Board; and

G. **TO PROVIDE** Access to facilities and equipment as necessary for the operation of the system.

**III. OWNERSHIP OF EQUIPMENT:** Any property located at facilities owned by either party, including upgrades of such equipment, shall remain in the ownership of the housing agency, including but not limited to radio equipment, phone equipment, repeaters, radio towers and antennas. However, any equipment which is relocated from the premises of one party to the premises of another party during the term of this Agreement shall be returned to the original location at the termination of this Agreement. In the event that the Agreement is terminated, any issues regarding ownership of equipment will be decided by the Central Montana 911 Board after taking comments from the Montana 911 Program personnel.

**IV. PAYMENT/TERM:** In exchange for the provision of services set forth in this Agreement, Fergus County agrees to authorize and facilitate the following payments:

A. All 911 and E911 funds collected and distributed by the State of Montana on behalf of Fergus County will be deposited into the Central Montana 911 Fund held at the City of Lewistown.

C. Term. The term of this Agreement shall be for a period of two years commencing January 12th, 2015 and ending January 12, 2017.

**V. TERMINATION:**

A. Notice. Notwithstanding the term of this Agreement, either party may terminate this Agreement by giving the other party at least six (6) months written notice of the termination and providing the specific date when services shall cease.

B. Payments. Any payments owing shall be prorated to the date of termination.

**VI. DEFAULT:** Time is of the essence of this Agreement. Should either party fail to abide by the terms and conditions contained herein, the non-defaulting party may consider such failure a default and provide written notice thereof. Such written notice shall specify the nature of the default, and the Party so notified shall have sixty (60) days in which to cure the specified default. In cases of non-payment, such period shall be forty-five (45) days. If the party in breach cures such default, this Agreement shall remain in full force and effect, otherwise the non-defaulting party may, without further notice, terminate this Agreement and the defaulting party shall have no further rights herein. The remedy of termination shall be in addition to any remedy allowable at law or equity.

**VII. NOTICE:**

A. Any notice required to be given under this Agreement shall be served upon the City or Fergus County by either personal service or by registered or certified mail, sent directly to the City or Fergus County at the following addresses:

City of Lewistown:

Lewistown City Manager  
305 W. Watson  
Lewistown, MT 59457

Fergus County:

Chairman, Fergus County Commission  
Fergus County Courthouse  
Lewistown, MT 59457

B. Service by mail shall be complete, and the notice period for termination or default of this Agreement shall commence to run on the date the notice is deposited in any U.S. Post Office, addressed to the City or Fergus County. In the event of a change of address of either of the parties, the party whose address is changing shall notify the other party in the same manner as provided for notices herein.

**VIII. EXECUTION OF DOCUMENTS:** Upon request, the parties agree to immediately execute any and all documents which may be required to effect the terms of this Agreement.

**IX. OTHER AGREEMENTS:** The parties agree that this Agreement represents the entire understanding of the parties and supercedes any other agreements. No other agreements, verbal or otherwise, are made. Any modifications to this Agreement shall be made in writing and properly acknowledged by all parties hereto.

**X. BINDING ON SUCCESSORS:** The terms and provisions herein shall be binding upon the assigns of the parties hereto.

**XI. HOLD HARMLESS:** Fergus County covenants and agrees to hold harmless and indemnify the City from any and all damages, suits or other litigation that might arise out of actions under this Agreement by Fergus County, its employees or agents. Similarly, the City covenants and agrees to hold harmless and indemnify Fergus County from any and all damages, suits or other litigation that might arise out of actions under this Agreement by the City, its employees or agents.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF LEWISTOWN**

BY:

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KEVIN MYHRE, CITY MANAGER

**FERGUS COUNTY**

BY:

COMMISSIONERS:

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CARL SEILSTAD, CHAIRMAN

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SANDY YOUNGBAUER

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ROSS BUTCHER

ATTEST:

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RANA WICHMAN, CLERK & RECORDER