

BIG HORN COUNTY BOARD OF COUNTY COMMISSIONERS

121 3rd St W
Room 301
Hardin, MT 59034



BIG HORN COUNTY BOARD OF COUNTY COMMISSIONERS MINUTES May 4, 2023 9:00 AM

Members

George Real Bird III, Presiding Officer
Larry Vandersloot, Member
Lawrence Pete Big Hair, Member

1. Roll Call

Commissioner Real Bird, Presiding Officer, Commissioner Vandersloot, member and Commissioner Big Hair, member were all in attendance. AJ Espinoza, Road Superintendant, Jeanne Torske, County Attorney and Tom Ackerman, BHC News were also in attendance.

2. Call to Order

Commissioner Real Bird, Presiding Officer calls meeting to order.

3. Claim Approvals

Commissioner Vandersloot entertained a motion to approve claims book 1243. The motion was seconded by Commissioner Big Hair and passed unanimously.

4. Approve Minutes and Supporting Documents

Commissioner Vandersloot entertained a motion to approve the minutes. The motion was seconded by Commissioner Big Hair and passed unanimously.

5. Personnel/Legal

Jeanne Torkse, County Attorney, opened the meeting explaining she drafted a letter allowing the federal bureau of investigations access to inmate phone lines. She also drafted a letter to the COA regarding the revote. Peri Schenderline, Administrative Assistant, will make changes and will be ready for signature. She then discussed the Corn Hole Agreement. She redrafted it for two years and it is ready for signature. She moved on to the Broncs & Barrels contract and isn't happy with it. It will need to be renegotiated. The County Attorney then gave an update on the Warman Loop project. There was still no news about the right of way for the 218 ft. No new updates on Soap Creek. The board would like to schedule a meeting with the BIA superintendent. Jeanne would like a new copy machine for her office. She received a quote for \$8,250 from Peterson Quality Office. Her machine is 12 years old and it will be moved upstairs to where Deb and Judy are. She also gave an update on the school board elections.

Tom Ackerman, of Big Horn County News, had questions about the elections. The County Attorney referred him to the Elections Administrator, Dulcie Bear Don't Walk.

Discussion over the County Attorney's printer ensued and she was advised to look into a high-capacity tray printer.

The board goes into executive session.

The board reconvened and Commissioner Vandersloot entertained a motion to accept Lindsey McVey's resignation letter as head cook of COA. The motion was seconded by Commissioner Big Hair and passed unanimously.

6. Old Business

7. New Business

Mixing Truck Bid Opening

There were no bids received for the mixing truck. There was discussion over price and warranty. Jim from RDO joined via conference call. Jim explains the price quoted for the recycler and the warranty is 1 year, 1000/hrs. In the quote there's an extension of 3 years and 3,000 hrs included.

Commissioner Real Bird is concerned over maintenance since it is a German machine. RDO is well versed and stocked with parts for these Wirtgen machines.

Commissioner Vandersloot entertained a motion to purchase the recycler machine from RDO for \$560,396. The money will come out of royalties. Discussion over the performance of the machine ensues. The motion was seconded by Commissioner Big Hair and passed unanimously.

Corn Hole Agreement

Commissioner Vandersloot entertained a motion to approve the corn hole agreement for use of the fairgrounds. The motion was seconded by Commissioner Big Hair and passed unanimously.

Broncs & Barrels

County Attorney, suggested renegotiation of this contract. Payment will be sent and the contract will be finalized and signed at a later date. Commissioner Vandersloot entertained a motion to table this contract until the County Attorney can revise it. The motion was seconded by Commissioner Big Hair and passed unanimously.

County Attorney Copier

Commissioner Vandersloot entertained a motion to table the County Attorney's copy machine. The motion was seconded by Commissioner Big Hair and passed unanimously.

8. Public Comments

9. Discussion

Mike Opie, accountant, explained the two f-250's haven't sold, they are 2004's and listed on the public surplus website. Mike would like to get some for sale signs for things that don't sell in the future. He would like to put them in the parking lot to give locals an opportunity to purchase.

10. Adjourn

Commissioner entertained a motion to . The motion was seconded by Commissioner and passed unanimously.

Approved: 

George Real Bird III, Presiding Officer

Attest: 

Peri Schenderline, Deputy Clerk & Recorder

USE AGREEMENT

____ Fair grounds Manager _____ Accountant
____ County Sanitarian _____ Commissioners' Attorney
____ Commissioners' Administrative Assistant
____ Extension Office

For County Use Only

NAME OF EVENT: Cornhole League and Tournaments (USER)

DATE(S) OF EVENT: Sunday and Thursday evenings beginning on February 2, 2023 and ending on February 2, 2025. The venue may not be used if it has been booked for another event on a Sunday or Thursday evening prior to June 2, 2022 and during the week of the Big Horn County Fair. In such case no rent will be charged for that night.

TIMES OF EVENT: Sunday and Thursday evenings from 6:00 p.m. to 11:00 p.m. for league play. To accommodate tournaments the USER may begin set-up no earlier than 1:00 pm the day before the tournament begins. Take-down must be completed by noon the day after the tournament concludes. If a Sunday or Thursday evening is not available during any week, USER may during the same calendar month use the facility on an evening which is not being used during the same time period. USER may use the facility for a maximum of eight (8) league evenings per calendar month, plus an additional four (4) tournament days per month. USER may use the facility for a total of twelve (12) days per month.

NAME: Big Horn County Cornfed Baggers, LLC PHONE: None

CONTACT PERSON: Ralph Chavez CELL: (406)638-1499

ADDRESS CITY/ST/ZIP: 407 Ninth Street Square, Hardin, MT 59034

EMAIL: ralphchavez2022@gmail.com; bighorncornhole@gmail.com

FACILITY COVERED IN THIS USE AGREEMENT: Prefers underneath Grandstand, but may be amenable to use other locations

DESCRIPTION OF EVENT: Cornhole league and tournaments

SET UP DATES & TIMES: As above

TEAR DOWN DATES & TIMES: As above

SETTLEMENT DATE & TIME: The tenth day of the month following each month or part thereof that this Agreement is effect.

This USE AGREEMENT [hereinafter AGREEMENT] made February 2, 2023, and memorialized on the _____ day of _____, 2023, between Big Horn County, P.O. Box 908 Hardin, MT 59034, hereinafter designated "COUNTY" and the entity whose name is set forth above, hereinafter designated "USER".

(1) FACILITIES - In consideration of the mutual performance of the agreements herein and payment of the specified amounts, COUNTY allows USER, for the period stated above, the right to occupy and use the FACILITIES listed above.

(2) USE & PAYMENT INFORMATION:

USE FEE: Per Addendum A

CLEANING DEPOSIT: Per Addendum A

(3) CANCELLATION - It is agreed by both USER and COUNTY this AGREEMENT shall not be cancelled, unless the Party wishing to cancel the agreement provides written notice, 30-days before cancellation. In the event the FACILITIES to be used are not available during the term of this AGREEMENT due to (a) emergency, including, but not limited to, the use of the FACILITIES as an emergency shelter; the need for which will be in the sole discretion of the COUNTY, (b) fire, (c) casualty, (d) acts of God, (e) strikes, or (f) other cause beyond the control of COUNTY, this AGREEMENT and the obligations of COUNTY and USER hereunder shall remain in effect. The USER shall have the option of rescheduling any dates missed or receiving a refund for the missed dates.

(4) INSURANCE / INDEMNIFICATION / WORKERS COMPENSATION (a) USER shall maintain, at its sole cost and expense, general liability insurance naming COUNTY as additional insured for the period of the use, (including move in and move out days), against liability for damages for bodily injuries, including death, products, completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00) in the aggregate arising from incidents which occur during the period of the use (including move in and move out days). In addition, USER shall maintain for the duration of the use (including move in and move out days) at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the engagement by USER, USER'S agents, employees, representatives, assigns, sub-contractors or participants. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better. (b) USER shall deliver to COUNTY at least ten (10) days prior to the use (including move in and move out days) a Certificate of Insurance and an Endorsement showing such insurance to be in effect and naming COUNTY as an additional insured with respect to any and all claims arising out of USER's operations during its use (including move in and move out

days). COUNTY reserves the right to require complete copies of insurance policies at all times. The policy of insurance will be endorsed to provide COUNTY a 5 (five) day notice of cancellation. (c) USER shall defend, indemnify and hold harmless COUNTY from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages and liabilities, fines, judgments, costs (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents which occur during the period of the use (including move in and move out days). The indemnification and defense obligations under this paragraph of this AGREEMENT shall not be limited by any assertion or finding that COUNTY is liable for any damages by reason of a non-delegable duty. (d) Specific Requirements for Workers' Compensation: USER is required to maintain workers' compensation insurance or an independent contractor's exemption issued by the Montana Department of Labor covering the USER and or/employees, including volunteers. USER is not, nor are USER's employees and / or volunteers employees of COUNTY. This insurance/exemption must be valid for the entire period of use (including move in and move out days)

Any and all duties to insure or indemnify under this AGREEMENT shall survive this AGREEMENT.

(5) COUNTY ACCESS - USER agrees that authorized agents of the COUNTY shall at all times, without interruption, have free access to the FACILITIES used under this Agreement.

(6) LAWS, REGULATIONS, CHOICE OF LAW AND VENUE - USER agrees to comply with all federal, state, and local laws, and COUNTY rules and policies during the term of the use, and to pay all taxes imposed by law in connection with its use and occupancy the FACILITIES. The laws of the State of Montana shall govern this contract. In the event of litigation concerning this contract, venue for such litigation shall be in the Montana Twenty-Second Judicial District, Big Horn County.

(7) FOOD, DRINK, SIGNAGE & OTHER ADVERTISING - USER agrees to comply with current COUNTY policies regarding food and drink. USER, if the use is applicable shall comply with all the laws, including but not limited to statutes and regulations regarding food safety. (Further information may be found at <https://dphhs.mt.gov/publichealth/FCSS/RetailFood/>). Furthermore, USER accepts full responsibility and agrees to hold COUNTY, its attorney's elected officials, agents, employees, and/or representatives harmless and free from any/all loss or liability arising from incidents relating to the handling, serving, and consumption of all food and beverage items brought into the FACILITY by USER for its event. Any exception to these policies must be in writing and signed by the Big Horn County Commissioners. Sufficient space must be allowed to access all Fairground concession stands. If USER desires to sell, distribute, provide or serve all alcoholic beverages including beer, wine, and liquor in any venues USER shall provide two weeks' notice for these services and shall adhere to the Montana Law, Montana Liquor Control Commission regulations, COUNTY's rules and policies and any ordinances of the City of Hardin.

(8) ALTERATIONS - No alterations, additions or improvements shall be made by USER except with the written consent of COUNTY. No holes shall be bored, cut or otherwise made, nor shall any nails, screws, bolts or fastenings be driven in the floors, walls, ceilings, columns or any other part of the buildings. Damage to grass, walkways or landscaping shall be the responsibility of the USER and repair shall be billed on the basis of time, material, and labor needed for repair.

(9) OTHER EVENTS - USER understands and agrees that during the term of this contract other events may be held in other parts of the Fairgrounds or in other nearby facilities not included in this agreement, and USER shall so conduct its activities so as not to interfere with such other events. If the indoor area, under the grandstands is unavailable, the USER may use any other part of the Big Horn County Fairgrounds.

(10) COPYRIGHTED MATERIAL - USER and its representatives warrants that all copyrighted material to be performed at above-described event has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold COUNTY harmless from any and all claims, losses, or expenses incurred with regard thereto. The USER shall furnish to the COUNTY a copy of said License 30 days prior to the event.

(11) ACCEPTABLE USE OF INTERNET – COUNTY reserves the right to deny, suspend or revoke access to any or all internet services provided by COUNTY when COUNTY determines that the internet access has been used unacceptably, whether such use was made by USER, USER's agents, promoters, employees, exhibitors, customers or third parties. Some examples of unacceptable use includes, but are not limited to, password cracking, security scanning, use of profanity, use of offensive material, "spamming" (e.g., sending bulk unsolicited commercial emails), uploading or downloading illegal, copyrighted or licensed material, any use of the services that affects the services to COUNTY Public Access users, or which affects the performance of COUNTY's Public Access Network. USER may only use COUNTY's Public Access Network for lawful purposes. Transference of any information in violation of any Federal, State or Local laws is forbidden. This includes, but is not restricted to, copyrighted data, information legally judged to be threatening or obscene and information protected by privacy rights. COUNTY prohibits the use of its services for the reproduction, dissemination, storage or handling, in any way, obscene or pornographic material, or any other data which COUNTY deems unacceptable, including, but not limited to, pornography, malicious material, or any and all information of an adult nature.

(12) RISK OF LOSS - USER agrees that the risk of loss or damage to any of its property, or the property of any USER's parties or agents, including loss or damage the result of theft, fire, water damage, failure of COUNTY systems or any other man-made or natural causes and occurrences shall be borne by USER. USER shall carry insurance on such property as USER elects, and USER shall look only to such insurance in the event of any loss or damage to any of its property or the property of USER's parties or agents.

(13) PROMOTION – USER - (including USER's promoters and agents), agree to reference the FACILITIES, for promotional purposes, as the BIG HORN COUNTY FAIRGROUNDS.

(14) ENTIRE AGREEMENT - This AGREEMENT constitutes the entire agreement between the parties, and no statement, promises, or inducements made by either party or their respective representatives that are not contained in this contract shall be valid or binding. This AGREEMENT shall not be modified except by written documents signed by both parties to this Agreement.

NOTE: Fairgrounds is a county owned public facility. The public is entitled to see a copy of our signed contracts. Original documents cannot be removed from the office of the Board of Commissioners of Big Horn County.

(15) RIGHT OF FIRST REFUSAL FOR FUTURE DATES – USER shall have an exclusive right of first refusal for a period of thirty (30) days to request to schedule an event for during a time period that begins fifty one (51) weeks to fifty three (53) weeks after the end of the event (including move in and move out days) provided for in this AGREEMENT [hereinafter REFUSAL PERIOD]. The RIGHT OF FIRST REFUSAL must be exercised by providing a notice of exercise in writing which must be received by COUNTY before the REFUSAL PERIOD expires. This RIGHT OF FIRST REFUSAL is not assignable. Nothing herein shall be construed to require COUNTY to allow USER to schedule a future event. A nonrefundable deposit equal to the amount of Five Hundred Dollars (\$500.00) will be required with the notice of exercise, provided, however, the amount of deposit for the RIGHT OF FIRST REFUSAL may be used for the deposit or use fee that is in effect when the future event occurs. Exercise of the RIGHT OF FIRST REFUSAL does not guarantee that the fees for the future event will be the same as those for the event provided for in this AGREEMENT. The fees to be charged, the deposits to be made and the terms of use for the FACILITIES for the future event will be set by COUNTY no later than one (1) month prior to the beginning of the future event.

(16) BINDING ON SUCCESSORS, ASSIGNS, EXECUTORS AND HEIRS – This Agreement is binding upon the heirs, assigns, successors, executors of each of the parties as if in each case particularly mentioned. Provided, however, USER may not assign this Agreement without the written permission of COUNTY which may be withheld at the COUNTY'S sole discretion.

IN WITNESS WHEREOF, the parties have agreed to these terms on the dates indicated below.

Dated this 4th day of May, 2023.

Big Horn County by its Board of Commissioners



George Real Bird III , Presiding Officer



Larry Vandersloot, Member



Lawrence Big Hair, Member

ATTEST:



Peri Schenderline, Deputy Clerk of County ^{+Recorder}

Dated this 4th day of May, 2023.

Big Horn County Cornfed Baggers, LLC

By _____

Ralph Chavez, Manager

ADDENDUM "A" Use Fees 6/2/2023

Item	Rate	Unit	Deposit	Initial of USER to indicate usage
Under the Grandstands, including use of kitchen and	\$65.00 per month payable monthly	Maximum of eight (8) league	User will maintain	

George Real Bird III , Presiding Officer



Larry Vandersloot, Member



Lawrence Big Hair, Member

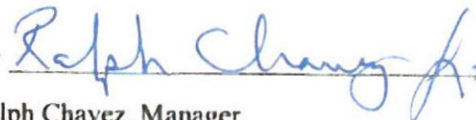
ATTEST:



Peri Schenderline, Deputy Clerk of County ^{Recorder}

Dated this 4th day of May, 2023

Big Horn County Cornfed Baggers, LLC

By 

Ralph Chavez, Manager

ADDENDUM "A" Use Fees 6/2/2023

Item	Rate	Unit	Deposit	Initial of USER to indicate usage
Under the Grandstands, including use of kitchen and	\$65.00 per month payable monthly	Maximum of eight (8) league	User will maintain	

PA and the concrete area outside the near the pavilion	no later than the 10 th day of following month	days per calendar month, plus an additional four (4) tournament days per month.	liability insurance and provide a copy of the same to the County	
--	---	---	--	--

Fairground Event Checklist Return

- € Signed Contract and all fees to Michael Opie, Big Horn County Accountant, mopie@bighorncountymt.gov (no later than June 2, 2022). Failure to meet deadline subjects facility to rental by another which subsequent rental will not be subject to the deadline set forth in paragraph.
- € Submit a Certificate of Insurance and an Endorsement Form naming Big Horn County as additional insureds. If your event uses volunteers, please provide Workman's Comp Certificate proving coverage of all volunteers. (email to mopie@bighorncountymt.gov or mail with contract)
- € Send Completed W-9 (email to mopie@bighorncountymt.gov, mail with contract, or fax to (406)665-9884)
- € Contact Paul Wagenaar to go over Logistics and Equipment Needs (406)679-5662,
- € Contact Big County Health Department to discuss any Food and Beverage, including catering and outside food vendors. (406)665-8720
- € For ticketed events or those charging admission, Contact Box Office Manager, Mike Opie, (406)665-9884, mopie@bighorncountymt.gov