



RESOLUTION NO. BPC2008-05

A RESOLUTION OF THE GALLATIN COUNTY BOARD OF PARK COMMISSIONERS APPROVING A LEASE FOR AN AREA OF PROPERTY ON THE REGIONAL PARK

THIS RESOLUTION was introduced by the Board of Park Commissioners, moved by Commissioner Fink, and seconded by Commissioner Clarkson. This resolution was adopted unanimously.

WHEREAS, the Park Commission has the authority under MCA § 7-16-2325 (b) to "make all contracts necessary or convenient for carrying out any and all of the powers conferred and duties enjoined upon said board"; and

WHEREAS, the Park Commission has authority under MCA § 7-16-2323. "...shall have the power and duty to lease lands owned by the county, heretofore acquired for parks, which, in the judgment of the board, it shall not be advisable to improve as parks, upon such terms and conditions as the board shall deem to be for the best interests of the county"; and

WHEREAS, there exists a 30 acre hay meadow on the Regional Park that is not currently suited for general use for recreational purposes; and

WHEREAS, the "hay meadow" is suitable for harvest of grass hay for agricultural purposes; and

WHEREAS, the harvest of hay from the "hay meadow" will aid in controlling weeds on the Regional Park and regular mowing by the county would be costly in time and resources.

WHEREAS, a hearing was held on July 17, 2008 in accordance with MCA § 7-16-2325 and the contract for Lease was approved by a majority of the members of the board of park commissioners by a yea or nay vote.

NOW THEREFORE IT BE RESOLVED:

We hereby move to approve the following:

1. Approval of a short term lease with John Dunlap for the purpose of harvesting and storing hay crops from the Regional Park for a period of 10 months.

CONTRACT NUMBER _____

COUNTYBOARD OF PARK COMMISSIONERS CONTRACT ROUTING FORM

***ALL FIELDS MUST BE FILLED OUT PRIOR TO FINANCE/ATTORNEY APPROVAL**

***ALL CONTRACTS MUST BE SIGNED BY OUTSIDE PARTY PRIOR TO ROUTING TO FINANCE
OFFICER; UPON FINANCE APPROVAL CONTRACT WILL BE ROUTED TO COUNTY ATTORNEY;
UPON COUNTY ATTORNEY APPROVAL CONTRACT WILL BE ROUTED TO THE COMMISSION**

*CONTRACT NAME: REGIONAL PARK HAY LEASE CONTRACT 2008

*BRIEF DESCRIPTION OF CONTRACT: 10 MONTH LEASE FOR HAY PRODUCTION ON THE
GALLATIN COUNTY REGIONAL PARK

*RESPONSIBLE DEPARTMENT: **PARK COMMISSION**

*ACCOUNT #:2210-201-36-50-00

*CONTRACT AMOUNT: NOT TO EXCEED \$N/A

*EFFECTIVE DATE: 07/17/2008

*DATE SIGNED BY OUTSIDE PARTIES: 7/17/08; ____/____/____

FINANCE DIR. APPROVED: Edward Backman DATE: 7/17/8

COUNTY ATTORNEY APPROVED: [Signature] DATE: 7/17/08

DATE SIGNED BY BOARD OF PARK COMMISSIONERS: 07/17/2008

**CLERK AND RECORDER KEEPS AN ORIGINAL AND WILL ROUTE A COPY OF
THE APPROVED CONTRACT TO THE FOLLOWING DEPARTMENTS:**

- ✓ RESPONSIBLE/ORIGINATING DEPARTMENT
- ✓ DEPUTY COUNTY ATTORNEY'S OFFICE – ATTN: HELEN BALDWIN
- ✓ AUDITOR
- ✓ FINANCE DEPT.

DATE CLERK AND RECORDER DISBURSED COPIES: ____/____/____

**THE RESPONSIBLE/ORIGINATING DEPARTMENT IS REQUIRED TO MAIL
COPIES AND/OR DUPLICATE ORIGINALS OF COMPLETED CONTRACTS
TO ALL INTERESTED PARTIES.**

LEASE AGREEMENT FOR GALLATIN COUNTY REGIONAL PARK

THIS AGREEMENT, is made and entered into this 17th day of July, 2008 by and between **GALLATIN COUNTY, 311 West Main**, Bozeman, MT 59715 (406)582-3000 ("Lessor"), and **PINECREST LLC, 1627 West Main, #223,,** Bozeman, MT 59715 ("Lessee")

WHITNESSETH

Lessor, for and in consideration of rents and covenants hereinafter specified to be paid and performed by Lessee, leases and lets to Lessee the land known as the Hay Meadow on the Gallatin County Regional Park, Gallatin County, Montana, consisting of a tract of land approximately 30 acres of land approximately described and shown in Attachment A. as:

An area of land beginning in the Southwest corner, then approximately 2230 feet north to the Northwest Corner, then 300 feet East to the stream edge, then South along the West bank of the stream to the South property boundary, then West 572 feet to the point of beginning, of Tract 3A-1 of Certificate of Survey No. 2202B, located in Section 34, Township 1 South, Range 5 East and Section 3, Township 2 South, Range 5 East, P.M.M., Gallatin County, Montana.

1. Lessor leases and Lessee rents the leased property for the purpose of harvesting a hay crop. Lessee's use of the property is limited to harvest of hay crops and storage of crop until sale of crops has been completed. If Lessee changes the use of the property, Lessor may terminate this lease agreement.
2. Notwithstanding the date of signature, the term of the lease shall be for 45 days commencing on July 18, 2008, and ending on August 31, 2008 for the harvest of hay crops from the 30 acre property. The term of the lease shall be for ten (10) months commencing on July 18, 2008 and ending on April 30, 2009 for the agreed upon "stack yard" of the property for storage of the hay crop until sold.
3. Lessee agrees to pay Lessor as rent for the property the amount of 20% of the gross sales of all hay crops harvested from the Lease area. Lessor and Lessee will acknowledge the number of tonnage or bales harvested upon completion of harvest. Lessee is responsible for setting the price and final sale of the crop. The rental fees for the lease term will be due within thirty (30) days following the sale of the crops. Lessee will submit a monthly statement to Lessor showing crops sold, price per ton or bale, and spoilage, until rental fee is paid in full.

4. Lessee hereby agrees that he will maintain and return the property to Lessor in as good a condition and repair as when he took it, reasonable wear and tear, removal of hay, and damages by the elements alone excepted.

5. Lessee will indemnify, hold harmless, and defend the Lessor, its Commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereto, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence, , of the Lessee, employees or invitees in the use or occupancy of the leased property or on account of damage or injury, including death, to property or persons caused by or due to any use of the leased property by Lessee, its employees or invitees; provided that Lessor shall give to Lessee prompt and reasonable notice of any such claims or actions and Lessee shall have the right to investigate, compromise and defend the same, provided such claim is not the result of a negligent act of Lessor.

Lessor and Lessee recognize that property is a public park with unrestricted public access. Lessee shall not be responsible for claims brought as the result of public use not caused by any act of Lessee and Lessor shall indemnify and hold Lessee harmless from such claims. Lessor authorizes the Lessee, but Lessee is not obligated, to post and limit access to the property for the purpose of public safety during harvest and in the "stack yard" after harvest.

These obligations shall survive termination of this Agreement.

6. Lessee shall carry comprehensive general liability insurance in an amount no less than of \$1,500,000.00 for each claim and \$1,500,000.00 for each occurrence; Automobile liability in the amount of \$1,500,000.00 combined single limit; Certificates of Insurance evidencing the above, naming Lessor and GALLATIN COUNTY as an additional insured, must be supplied within five days of executing this Agreement. Such certificate shall require no less than 15 days notice of cancellation to COUNTY. Lessee shall put Lessor on immediate notice of any changes or cancellation in coverage.

7. Lessor shall not be liable for and Lessee waives all claims for injury or damage to all persons or property sustained by Lessee, his agents, employees, guests occurring on the leased property.

8. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision.

9. This document represents the entire and integrated Agreement between the Lessor and Lessee and supersedes all prior negotiations, agreements or representations, either written or oral. This Agreement may be amended only by written instrument signed by both Lessor and Lessee.

10. Lessor and Lessee, respectively, bind themselves, their successors, assigns and legal representatives to the other party with respect to all covenants, terms, or conditions of this Agreement. Neither Lessor nor Lessee shall assign his Agreement without the written consent of the other.

11. The Gallatin County Clerk and Recorder will keep the original Agreement. An exact unaltered copy of the original Agreement has the same force and effect as the original.

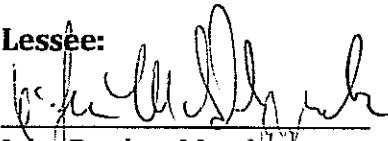
IN WITNESS WHEREOF the parties have signed this Agreement for Services consisting of 4 total pages and one Attachment.

DATED:_____

Lessor:

Carrol Collins, Vice-Chairperson
Gallatin County Board of Park Commissioners

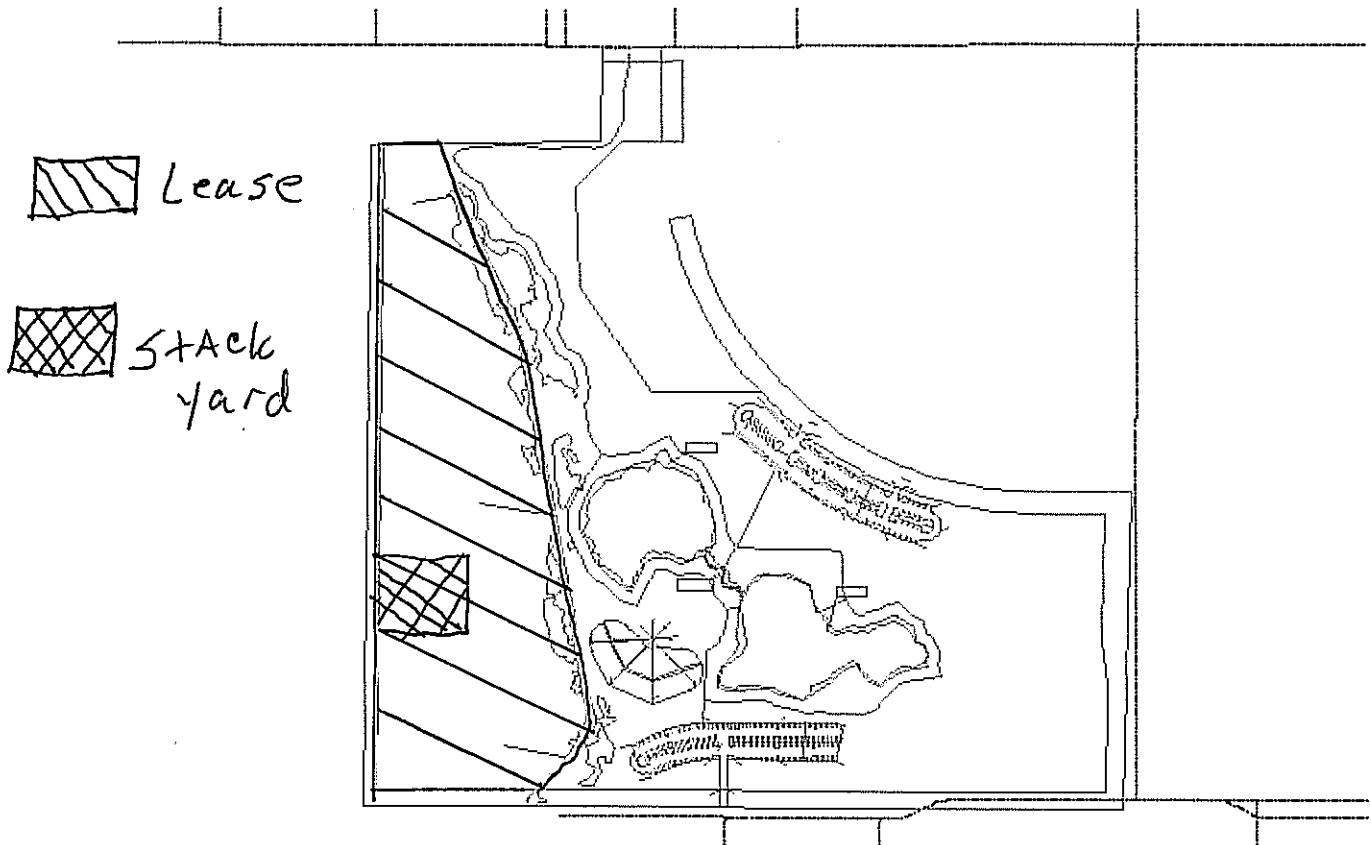
Lessee:



John Dunlap, Member

ATTACHMENT A.

PROPERTY DESCRIPTION



ACORD. CERTIFICATE OF LIABILITY INSURANCEOP ID SH
CASC-4DATE (MM/DD/YYYY)
07/18/08

PRODUCER

First West, Inc.
PO Box 1800
1905 Stadium Dr
Bozeman MT 59715
Phone: 406-587-5111 Fax: 406-586-0271

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Cascade Homes Inc.
1627 W. Main #223
Bozeman MT 59715

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Montana State Fund

INSURER B: American International Group

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	01LX0158482470	07/14/08	07/14/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	01UD01588450120	07/14/08	07/14/09	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	032593030	07/01/08	07/01/09	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is listed as an additional insured as their interests may appear with respects to operations of the named insured.

CERTIFICATE HOLDER


GC---10

Gallatin County
311 W. Main
Bozeman MT 59715

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



One Tower Square, Hartford, Connecticut 06183

**COMMERCIAL GENERAL LIABILITY
COVERAGE PART DECLARATIONS**

POLICY NO.: 700-5925W340-COF-08
ISSUE DATE: 04-17-08

INSURING COMPANY:

THE CHARTER OAK FIRE INSURANCE COMPANY

DECLARATIONS PERIOD: From 04-25-08 to 04-25-09 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations:

The Commercial General Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

1. COVERAGE AND LIMITS OF INSURANCE:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIMITS OF INSURANCE

General Aggregate Limit (Other than Products-Completed Operations)	\$	2,000,000
Products-Completed Operations Aggregate Limit	\$	2,000,000
Personal & Advertising Injury Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Damage to Premises Rented to You Limit (any one premises)	\$	50,000
Medical Expense Limit (any one person)	\$	5,000

2. AUDIT PERIOD: NOT APPLICABLE

3. FORM OF BUSINESS: CORPORATION

**4. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE
PART ARE ATTACHED AS A SEPARATE LISTING.**

**COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**