



## Hyalite Rural Fire District

### Board Meeting Synopsis Approval Form

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The written synopsis of the January 21, 2020 Hyalite Rural Fire District (HRFD)  
Board of Trustees meeting was approved by motion of the HRFD Board of Trustees on March 17, 2020.

Eugene M. Geddes, III  
Chair Signature

Eugene M. Geddes, III  
Printed Name

N. Shrauger 17 MAR 2020  
Secretary Signature

Nick Shrauger  
Printed Name

**HYALITE RURAL FIRE DISTRICT  
BOARD OF TRUSTEES ANNUAL PUBLIC MEETING  
SYNOPSIS**

DATE: JANUARY 21, 2020

TIME: 7:00 p.m.

LOCATION: Sourdough Fire Station, 4541 S. 3<sup>rd</sup> Rd., Bozeman, MT

*In compliance with [MCA 2017 2-3-212](#) and the Hyalite Rural Fire District Bylaws, the minutes of HRFD Board of Trustees open public meetings are comprised of an audio recording and a written synopsis. The audio recording is designated as the official record of a meeting. The written synopsis serves to assist the public in accessing portions of the audio recording and is a good faith attempt to provide the public with another method to be informed about the actions of the Board. The minutes are available to the public at [www.hyalitefire.org/board-meeting-minutes/](http://www.hyalitefire.org/board-meeting-minutes/) or at the Hyalite Rural Fire District Administrative Offices, 4541 S. 3<sup>rd</sup> Rd., Bozeman, MT, during its standard business hours.*

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**TRUSTEES IN ATTENDANCE:**

Pete Geddes  
Walt Zidack  
Justin Miller  
Nick Shrauger  
Jason Jarrett

**STAFF IN ATTENDANCE:**

Jason Revisky, Fire Chief  
Brian Nickolay, Assistant Fire Chief  
Sheryl Wyman, Administrative Assistant

**PUBLIC IN ATTENDANCE:**

Larry Thomas  
Bob Ogren  
Pat Wilson  
Michael Buffington

<b>0:00:00</b>	<b>CALL TO ORDER OF HYALITE RURAL FIRE DISTRICT</b> Chair Geddes called the meeting to order and reminded the public that the meeting was being recorded.  Chair Geddes asked if there were any public comment on items not on the agenda. None requested.
<b>0:00:23</b>	<b>HYALITE CONSENT AGENDA</b> Chair Geddes asked if there were any requests to remove items from the Consent Agenda. There were no such requests. He asked for motion to approve the Consent Agenda.  <b>Motion:</b> Trustee Zidack made motion to approve consent agenda as presented. <b>Second:</b> Trustee Miller seconded the motion. <b>Vote:</b> Unanimous approval  [See November 19, 2019 Board Packet for Consent Agenda items approved.]

	<b>REGULAR AGENDA</b>
<b>0:00:38</b>	<p><b>Discussion and Decision – 2020 Business Insurance Renewal</b></p> <p>Administrative Assistant Wyman presented information on the renewal quotes for HRFD business insurance effective January 1, 2020.</p> <p>The expiring policy premium was \$38,727 and the renewal premium is \$39,105 for an increase of \$378.00. Two vehicles have been added to the policy, R-6 and a command vehicle.</p> <p>Chair Geddes asked for board discussion.</p> <p>Chair Geddes asked for public comment. There was no public comment.</p> <p><b>Motion:</b> Trustee Miller made a motion to renew the business insurance for 2020 through PayneWest.</p> <p><b>Second:</b> Trustee Zidack seconded the motion.</p> <p><b>Vote:</b> Unanimous approval.</p> <p>[See Attachment A for renewal quote documents.]</p>
<b>0:02:47</b>	<p><b>Discussion and Decision – May 5, 2020 Trustee Election</b></p> <p>Sheryl Wyman reported that a Trustee election is scheduled for May 5, 2020, to fill two (2) trustee positions. Trustees Geddes and Zidack terms expire May 5, 2020. The filing deadline for a Declaration of Candidacy is February 11, 2020.</p> <p>We will notice the election, availability of Declaration of Candidacy forms, and filing deadline on the HRFD website, Facebook page, stations, and in the Bozeman Chronicle.</p> <p>Chair Geddes asked for board discussion. Trustee Shrauger asked if Trustees Geddes and Zidack plan on running again and both acknowledged they were.</p> <p>Chair Geddes asked for public comment. No public comment given.</p> <p>Chair Geddes signed Resolution 2020-01 for a Trustee Election for two (2) trustee positions.</p> <p>[See Attachment B for Resolution 2020-01]</p>

0:05:03	<p><b>Discussion and Decision – Hyalite/Rae W/S grant of easement-abandonment of easement</b></p> <p>Chair Geddes summarizes a previous presentation made by the Rae Water Sewer District requesting HRFD to grant an easement to move a water line/sewer line to the south side of the property and the board agreed this would be a good thing to do. HRFD attorney reviewed the documents and they are ready for signature.</p> <p>Trustee Zidack added that this move would benefit us for future projects at the Rae Station. RAE Water/Sewer also paid for HRFD’s attorney fees.</p> <p>Chairman Geddes asked for board discussion.</p> <p>Chairman Geddes asked for public discussion. No public comment.</p> <p><b>Motion:</b> Trustee Zidack moved to approve the request by Rae W/S District to abandon the old easement and move the easement to the south side of the property.  <b>Second:</b> Trustee Shrauger seconded the motion.  <b>Vote:</b> Unanimous approval</p> <p>[See Attachment C for Hyalite/Rae W/S Grant of Easement-Abandonment of Easement]</p>
0:08:11	<p><b>Discussion and Decision – Station Signage</b></p> <p>Chairman Geddes provides context from past meetings after requesting bids for signage to be put on the buildings. During the meetings it became clear there was different ideas on what the naming of the buildings should be.</p> <p>Trustee Shrauger proposes a motion on naming of buildings.</p> <p>Chairman Geddes asks for a second of the motion. Trustee Jarrett 2nds the motion. A vote is taken on Trustee Shrauger’s proposed motion and the motion fails 2-3. Trustees Shrauger and Jarrett voting for and Trustees Zidack, Geddes, and Miller voting against.</p> <p>Trustee Zidack asks for more discussion on the motion.</p> <p>Chairman Geddes asks for trustee comments from each trustee.</p> <p>Trustee Zidack provides comments that HRFD has wide latitude in naming conventions. Trustee Zidack also wants to make sure that cost is taken into consideration.</p> <p>Trustee Miller states that he has spoken with a number of constituents both in and out of the district and found that most didn’t know or understand what a fire district was. He is of the opinion that we are known as Hyalite Fire Department.</p> <p>Trustee Jarrett states he has no opinion other than he wants to make sure we are recognized as being separate from the Bozeman Fire Department.</p>

	<p>Trustee Shrauger also did a survey of approximately 30 people giving them different naming choices and received several different selected choices by those asked. Please see Attachment D for the survey results. Trustee Shrauger states that the three most popular name choices used District rather than Department. He felt that rural should be kept in the naming process.</p> <p>Fire Chief Revisky stated that he checked with all of the Gallatin County fire agencies and the naming was different and diverse across the board. He states his preference would be to keep it the same. All of the apparatus, equipment, clothing and gear state "Hyalite Fire Department". The initials HRFD are unknown to most people. His second choice would be Hyalite Fire District.</p> <p>Chairman Geddes states he doesn't believe the legal name has any bearing on what we call ourselves and that we have discretion in naming. He states we are not rural any longer and moving forward should not look or represent ourselves as such. Recruiting volunteers is also a concern when describing the department as rural.</p> <p>Chairman Geddes asks for public discussion. Michael Buffington, volunteer firefighter makes comments. Trustee Shrauger provides two emails of public comment.</p> <p>Chairman Geddes asks for more board discussion. Trustee Shrauger provides further comment. He feels the name Rural should be included and District used.</p> <p>Chairman Geddes brings before the board to vote on the Motion previously presented by Trustee Shrauger and seconded by Trustee Jarrett.</p> <p><b>Vote:</b> Vote is 2-3. Trustees Shrauger and Jarrett vote for; Trustees Zidack, Geddes and Miller against. Motion fails.</p> <p><b>Motion:</b> Trustee Zidack moved to phrase our signage Hyalite Fire Department.  <b>Second:</b> Trustee Miller seconded the motion.</p> <p>Chairman Geddes asks for more board discussion.</p> <p>Chairman Geddes asks for public comment on motion. Pat Wilson makes comments.</p> <p><b>Vote:</b> Passed on a 3-2 vote. Trustees Zidack, Geddes, and Miller vote for; Trustees Shrauger, Jarrett opposed. Motion passes.</p> <p>[See Attachment D for Survey and Summary presented by Trustee Shrauger]</p>
0:32:36	<p>Chairman Geddes thanks trustees, particularly Trustee Shrauger, for all their work on this topic.</p> <p>Discussion held on the bids previous submitted. Chairman Geddes asks if the board is comfortable going forward on making a decision on the awarding of a contract for the signage. The board agrees it is appropriate to move forward on awarding the bid for signage.</p> <p>Signs of Montana was the preferred bid for the signage.</p>

	<p><b>Motion:</b> Trustee Jarrett moved to authorize the Fire Chief to enter into a contract with Signs of Montana not to exceed \$13,818.70.</p> <p><b>Second:</b> Trustee Miller seconded the motion.</p> <p>Chairman Geddes asks for more board discussion. None given.</p> <p>Chairman Geddes asks for public comment on motion. None given.</p> <p><b>Vote:</b> Passed on a 4-1 vote. Trustees Zidack, Geddes, Jarrett and Miller vote for; Trustee Shrauger opposed. Motion passes.</p>
<b>0:36:51</b>	<p><b>Discussion and Decision – Website Maintenance</b></p> <p>Chairman Geddes requests thoughts from the Chief and the Board on what we want from the Website.</p> <p>Chief Revisky presents the Website and it's organization. Chief Revisky points out areas that need to be updated. He suggests adding profiles of the board members. Another area to improve is the training program of Hyalite Fire Department. He doesn't feel that money needs to be spent</p> <p>Trustee Jarrett would like to see information moved better. Community information and work productivity should be a priority.</p> <p>Trustee Shrauger points out the incompleteness of the website and areas that need improvement.</p> <p>Chairman Geddes asks for board discussion.</p> <p>Trustee Miller asks if there is a volunteer that may be able to help with the Website or if there is someone to hire.</p> <p>Assistant Chief Nickolay explains how he updates Facebook but that we may be able to link the Facebook posts to the Website and will look into it.</p> <p>Trustee Zidack asks if Administrative Assistant Wyman has the ability to work and enhance the website. She advises that with time and learning this could be accomplished.</p> <p>Chair Geddes suggests that Trustee Shrauger provide a list of areas that need to be improved to the Chief and Administrative Assistant. The board could then check back in a month to see how the process is working.</p> <p>Chairman Geddes asks for public comment. Bob Ogren provides comment on using the website as a recruiting tool.</p> <p>Chairman Geddes asks for more board discussion.</p> <p><b>Action Items:</b></p> <ul style="list-style-type: none"> <li>• Staff will work on the Website to get it updated and enhanced. The board will then review the website to see if funds should be expended to help update the website.</li> </ul>

<b>1:00:07</b>	<p><b>Fire Chief's Report</b></p> <p>Chief Revisky highlighted:</p> <ul style="list-style-type: none"> <li>• Chief Revisky stated the Department answered approximately 550 calls in 2019.</li> <li>• The Fall Recruiting class is finishing up. Testing has just been completed with the State.</li> </ul> <p>Chairman Geddes asks for Board Discussion.</p> <p>Trustee Shrauger asks about information on calls in the Rae area. Chief Revisky advises Assistant Chief Nickolay is working on the reporting of calls from that area to get the statistics.</p> <p>This information will be provided in future Fire Chief's Report.</p> <p>Chairman Geddes asks for further board discussion.</p> <p>Chairman Geddes asks for public comment. None given.</p> <p>[See Attachment E for Fire Chief's Report.]</p>
<b>1:06:19</b>	<p><b>Trustees' Activities</b></p> <p>None Given</p>
<b>1:06:26</b>	<p><b>Announcements</b></p> <ul style="list-style-type: none"> <li>• Next board meeting scheduled for February 18, 2020.</li> </ul>
<b>1:08:13</b>	<b>ADJOURNMENT</b>

# PROTECT YOUR **CREW**, YOUR **ASSETS**, YOUR **FUTURE**.

## HYALITE RURAL FIRE DISTRICT

**PRESENTED BY:** PAYNEWEST INSURANCE INC  
P.O. BOX 6127  
HELENA, MT 59604  
406.442.5360

**DATE:** 12/04/2019

This proposal is valid for 90 days.





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## RISK MANAGEMENT SERVICES

VFIS is more than just a company that you can use to transfer risk. As a valuable service to your organization, VFIS provides Risk Control, Education and Training Services. Our Risk Control team is staffed by active emergency service personnel with more than 200 years of combined emergency service experience.

### *Employment Practices*

It's important to keep up with the latest on employment law liability issues. Through our VFIS HR Help portal, we work to keep our clients up to date and provide timely resources that educate and inspire good employment practices. Through [VFISHRHelp.com](http://VFISHRHelp.com) we provide:

- Web-based EPL training that tracks employees' progress and completion
- Tools to evaluate your current HR policies
- Articles highlighting relevant workplace issues
- Checklists to discover areas of exposure
- Lawsuit and court decision summaries
- Free model HR policies and forms for download

### *Communiqués/Safety Bulletins/Checklists*

VFIS has over 100 technical reference bulletins covering fire and EMS operations, vehicle operations, employment practices and ESO administration.

### *On-site Risk Assessments*

VFIS can provide on-site risk control assessments in evaluating the effectiveness of existing procedures for controlling potential loss exposures. These assessments, where requested, will be provided by a Certified Safety Professional with experience in fire and emergency medical services.

### *Self-Assessment Tools*

VFIS provides a web-based self-assessment guide (Mutual Aid by VFIS) which highlights known loss producing exposures and directs users to resources available to assist their organization in addressing them.

### *Newsletters*

VFIS provides quarterly newsletters covering emerging topics of concern to emergency service leaders and personnel.

## PROPOSAL

### GENERAL INFORMATION

This Proposal reflects the renewal of policies listed below:

Policy Number	Effective Date	Expiration Date
VFIS-CM-1058397-10	01/01/2019	01/01/2020
VFIS-TR-2063608-10	01/01/2019	01/01/2020

**First Named Insured:** HYALITE RURAL FIRE DISTRICT

**Mailing Address:** 4541 SOUTH 3RD AVENUE  
BOZEMAN, MT 59715

**Other Named Insured(s):**

- RAE FIRE SERVICE AREA
- SOURDOUGH RURAL FIRE DISTRICT
- SOURDOUGH FIREFIGHTERS ASSOCIATION
- RAE VOLUNTEER FIRE COMPANY

## PROPERTY

### *Schedule of Locations*

<u>Premises</u>	<u>Item</u>	<u>Address</u>	<u>Occupancy</u>
1	1	5400 GOOCH HILL RD BOZEMAN, MT 59718	FIRE STATION
2	1	10200 COTTONWOOD RD BOZEMAN, MT 59718	FIRE STATION
2	2	10200 COTTONWOOD RD BOZEMAN, MT 59718	TRAINING BUILDING
3	1	4541 S 3RD AVE BOZEMAN, MT 59715	FIRE STATION
3	2	4541 S 3RD AVE BOZEMAN, MT 59715	STORAGE
4	1	5370 GOOCH HILL RD BOZEMAN, MT 59718	DWELLING

### *Schedule of Limits & Deductibles*

Property Deductible: \$2,500

Blanket Contents Limit: \$542,890 \* below indicates Contents included in Blanket Limit

<u>Premises/ Item</u>	<u>Building Limit</u>	<u>Building Valuation</u>	<u>Contents Limit</u>	<u>Contents Valuation</u>	<u>Earthquake Deductible</u>	<u>Flood Deductible</u>
1 / 1	\$523,002	GRC	\$59,212 *	RC	5%	\$1,000
2 / 1	\$1,373,666	GRC	\$147,780 *	RC	5%	\$1,000
2 / 2	\$121,098	GRC	\$7,401 *	RC	5%	\$1,000
3 / 1	\$3,112,198	GRC	\$304,164 *	RC	5%	\$1,000
3 / 2	\$228,114	GRC	\$24,333 *	RC	5%	\$1,000
4 / 1	\$304,164	RC	Not Covered	N/A	5%	\$1,000

### *Valuation Basis*

VFIS insures property on a **guaranteed replacement cost (GRC)**, **replacement cost (RC)**, **actual cash value (ACV)** or **functional replacement cost (FRC)** basis. The Schedule of Limits shows how your property was quoted.

### **Descriptions**

**Guaranteed replacement cost** pays to replace your property, without deduction for depreciation, even if the replacement cost is greater than the limit on the policy. Here's an example:

	<u>With GRC</u>	<u>Without GRC</u>
<b>Policy limit:</b>	\$100,000	\$100,000
<b>Actual cost to replace:</b>	\$125,000	\$125,000
<b>Policy pays:</b>	\$125,000	\$100,000
<b>You would have to pay:</b>	\$0	\$25,000

**Replacement cost** pays to replace your property, without deduction for depreciation, but is subject to the limit on the policy.

**Actual cash value** pays the cost to replace your property, subject to depreciation and subject to the limit on the policy.

**Functional replacement cost** pays to replace your property with similar property intended to perform the same function, when replacement with identical property is impossible or unnecessary; it's subject to the limit you select.

## PORTABLE EQUIPMENT

### *Blanket Portable Equipment Coverage*

**Covered For**

All causes of physical loss unless  
excluded

**Limit**

Guaranteed Replacement Cost

**Deductible**

\$500

If Portable Equipment coverage is provided on a blanket basis, coverage is provided for all portable firefighting, ambulance and rescue related equipment owned or furnished for your regular use. Note that boats over 100 horsepower are not covered under blanket; they must be scheduled.

**AUTO**

<u>Coverage</u>	<u>Symbols</u>	<u>Limits</u>
Bodily Injury / Property Damage Combined Single Limit	1	\$1,000,000
"No Fault" or Statutory Personal Injury Protection		Not Included
Medical Payments	7	\$1,000
Uninsured Motorists	2	\$500,000
Underinsured Motorists Insurance	2	\$500,000
Hired & Borrowed Vehicles		Included
Commandeered Vehicles		Included
Volunteers/Employees as Insureds Under Non-Owned Autos		Included (Excess)
Temporary Substitute Vehicles		Included
Fellow Member Liability		Included
Incidental Garage Liability		Included
Physical Damage Comprehensive	7,8	see Schedule of Vehicles
Physical Damage Collision	7,8	see Schedule of Vehicles

*Schedule of Vehicles*

Vehicle No.	Year	Make & Model	VIN	PE	ACV	Agreed Value	Comp. Ded.	Coll. Ded.
1	1996	INTERNATIONAL RESCUE HEAVY	1HTSEAR1TH351361	RTH		\$150,000	\$1,000	\$5,000
2	1998	GMC FIRST RESPONDER	1GTHK33J1WF003577	FR		\$25,000	\$1,000	\$5,000
3	1985	PIERCE PUMPER TANKER	1M2H145CXFM001163	PT		\$250,000	\$1,000	\$5,000
4	2002	INTERNATIONAL PUMPER	1HTXGAET63J052589	PR		\$495,000	\$1,000	\$5,000
5	2003	INTERNATIONAL PUMPER	1HTXGAET43J052588	PR		\$495,000	\$1,000	\$5,000
6	1996	CHEVROLET FIRST RESPONDER	3GNFK16R7TG150033	FR		\$25,000	\$1,000	\$5,000
7	2012	INTERNATIONAL PUMPER TANKER	1HTGRSJT7CJ423569	PT		\$495,000	\$1,000	\$5,000
8	2000	FORD FIRST RESPONDER	1FDXF47F7YEA28435	FR		\$40,000	\$1,000	\$5,000
9	2011	CHEVROLET FIRST RESPONDER	1GNWK5EGXBR211042	FR		\$46,910	\$1,000	\$5,000
10	2013	INTERNATIONAL PUMPER TANKER	1HTGSSJT8DJ300319	PT		\$329,000	\$1,000	\$5,000
11	2006	TOYOTA FIRST RESPONDER	5TBDT44146S502687	FR		\$25,000	\$1,000	\$5,000
12	1989	GMC SERVICE	1GTGK34NXKE536296	OTH	X	N/A	\$1,000	\$2,000
13	2016	KENWORTH PUMPER TANKER	2NKHLJ9X1GM490959	PT		\$254,000	\$1,000	\$5,000
14	1999	FORD FIRST RESPONDER	1FMRU1864XLB83532	FR		\$20,000	\$1,000	\$5,000
15	2018	DODGE RAM COMMAND VEHICLE	3C6UR5CJ8JG336170	FR		\$42,585	\$1,000	\$5,000
16	2019	PIERCE PUMPER TANKER	4P1BAAFF8KA020136	PT		\$595,043	\$1,000	\$5,000

### *Schedule of Vehicles – Insured's Identifiers*

Only vehicles with an insured's identifier are shown below.

<b>Vehicle No.</b>	<b>Year</b>	<b>Make &amp; Model</b>	<b>VIN</b>	<b>Insured's Identifier (How YOU refer to this vehicle)</b>
1	1996	INTERNATIONAL RESCUE HEAVY	1HTSEAAR1TH351361	S6
2	1998	GMC FIRST RESPONDER	1GTHK33J1WF003577	U6
3	1985	PIERCE PUMPER TANKER	1M2H145CXFM001163	WT6-2
4	2002	INTERNATIONAL PUMPER	1HTXGAET63J052589	E6-3
5	2003	INTERNATIONAL PUMPER	1HTXGAET43J052588	E6-2
6	1996	CHEVROLET FIRST RESPONDER	3GNFK16R7TG150033	U6-1
7	2012	INTERNATIONAL PUMPER TANKER	1HTGRSJT7CJ423569	E6
8	2000	FORD FIRST RESPONDER	1FDXF47F7YEA28435	QRU6
9	2011	CHEVROLET FIRST RESPONDER	1GNWK5EGXBR211042	C6
10	2013	INTERNATIONAL PUMPER TANKER	1HTGSSJT8DJ300319	WT6
11	2006	TOYOTA FIRST RESPONDER	5TBDT44146S502687	C6-1
12	1989	GMC SERVICE	1GTGK34NXKE536296	PLOW
13	2016	KENWORTH PUMPER TANKER	2NKHJL9X1GM490959	WT6-1
14	1999	FORD FIRST RESPONDER	1FMRU1864XLB83532	C6-2 OLD
15	2018	DODGE RAM COMMAND VEHICLE	3C6UR5CJ8JG336170	C6-2 NEW
16	2019	PIERCE PUMPER TANKER	4P1BAAFF8KA020136	R6



## GENERAL LIABILITY / PROFESSIONAL HEALTH CARE LIABILITY

This coverage contains the following four sections:

- **Coverage A. Bodily Injury and Property Damage Liability** protects you when claims are made against you because of injury to others or damage to their property, unless caused by an auto.
- **Coverage B. Personal and Advertising Injury Liability** protects you when claims are made against you because of offenses such as false arrest, wrongful eviction or slander.
- **Coverage C. Professional Health Care Liability** protects you when claims are made against you as a result of your handling of patients, or providing, or failing to provide, medical services.
- **Coverage D. Medical Expense** protects you when claims are made against you as a result of injuries suffered by the public (not your volunteers or employees) because of your premises or operations. These expenses are payable even if the injury occurred through no fault of your own.

<u>Coverages</u>	<u>Limits</u>
Each Occurrence or Medical Incident .....	\$1,000,000
Personal and Advertising Injury (each offense) .....	\$1,000,000
Fire Damage Legal Liability (any one fire) .....	\$1,000,000
Medical Expense (any one person) .....	\$5,000
General Aggregate (the total payable in any policy term) .....	\$10,000,000
Products / Completed Operations Aggregate (the total payable in any policy term) .....	\$10,000,000

### Optional Coverages *(apply only if checked)*

- ☒ **Employer's (Stop Gap) Liability**
- Provides General Liability and Auto Liability coverage to you (the insured organization) if a volunteer or employee alleges they were injured on the job and are entitled to sue the organization and seek damages beyond the benefits available under the applicable Workers' Compensation statute.
  - Needed when the insured's Workers' Compensation policy provided for your volunteers and/or employees does not contain Part Two – Employer's Liability.
- ☐ **Owned Watercraft Liability** (boats exceeding 100 horsepower)

## MANAGEMENT LIABILITY

### Limits

Each Offense or Wrongful Act.....	\$1,000,000
Aggregate (the total payable in any policy term).....	\$10,000,000
Defense Expense for Injunctive Relief .....	\$50,000

#### ☒ "Claims made" basis

- This means that coverage is provided only for claims that are reported during the policy period, regardless of when the incident giving rise to a claim occurred. VFIS covers claims arising from incidents that occurred prior to the initial policy period as long as you had no reason to suspect that a claim might be presented as a result of the incident.
- If you are aware of any such incidents, be sure to report them to your agent immediately.

**A signed and dated application is required before coverage can be bound.**

#### ☐ "Occurrence" basis

- This means that coverage is provided only for claims arising out of incidents that occur during the policy period, regardless of when the claim is eventually reported.
- You should not purchase occurrence coverage unless:
  - You are currently insured on an occurrence basis, or
  - You are currently insured on a claims made basis and you have decided to purchase a supplemental extended reporting period from your current carrier.

### *Cyber Liability and Privacy Crisis Management Expense*

- **Cyber Liability** protects you when claims are made against you for monetary damages arising out of an electronic information security event.
- **Privacy Crisis Management Expense** reimburses for expenses you incur as a result of a privacy crisis management event first discovered during the policy period. This first party coverage is intended to provide professional expertise in the identification and mitigation of a privacy breach while satisfying all Federal and State statutory requirements.
- **Cyber Extortion Expense** reimburses for expenses you incur as a result of a cyber extortion threat first made against you during the policy period.

#### **Cyber Liability**

Each Event Limit:	\$1,000,000	Each Electronic Information Security Event
Retroactive Date:	None	

#### **Privacy Crisis Management Expense**

Each Event Limit:	\$50,000	Each Privacy Event
Retroactive Date:	None	
Deductible:	\$0	Each Privacy Event

#### **Cyber Extortion Expense**

Each Event Limit:	\$20,000	Each Cyber Extortion Threat
Deductible:	\$0	Each Cyber Extortion Threat

#### **Privacy Crisis Management Expense and Cyber Extortion Expense**

Aggregate Limit:	\$50,000	Aggregate
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## EXCESS LIABILITY

Excess Liability coverage protects you with the following:

1. It provides excess coverage over your primary liability insurance stated on a schedule of underlying insurance.
2. It will automatically take the place of primary liability policies whose aggregate limits have been exhausted.

	<u>Limits</u>
Each Occurrence.....	\$5,000,000
Annual Aggregate .....	\$10,000,000
Self-Insured Retention .....	None

Excess over the following underlying coverages:

- ☒ Auto
- ☒ General Liability and Professional Liability
- ☒ Management Liability

<b>Liquor Liability</b>	Follows form with underlying coverages.
<b>Pollution Liability</b>	Follows form with underlying coverages.
<b>Management Liability</b>	Follows form with underlying coverages.
<b>Employer's Liability</b>	Follows form with underlying coverages.
<b>Unlimited Defense Costs</b>	The cost to defend you against covered claims is the responsibility of the company and will not erode your liability limits.
<b>Expanded Aggregate Limit</b>	The aggregate limit shown in the schedule applies separately to each location.
<b>Unmanned Aircraft (Drones)</b>	Coverage is included for unmanned aircraft that is owned, operated, rented or loaned to you.  \$1,000,000 each occurrence/aggregate sublimit applies.

## PROPOSAL NOTES

### Auto

**Note:** The Medical Payments limit of \$1,000 applies to the following vehicle(s):

**Vehicle Number(s)**

All Covered Autos

**Note:** The Uninsured Motorist Coverage Limit is provided on a non-stacked basis.

## PREMIUM SUMMARY

**HYALITE RURAL FIRE DISTRICT (MT) C46513**

### Premium

Property.....	\$9,179
Crime .....	Not Quoted
Portable Equipment .....	\$2,353
Auto .....	\$9,622
General Liability .....	\$2,664
Management Liability.....	\$1,441
Excess Liability .....	\$3,530
<b>Total Estimated Annual Premium .....</b>	<b>\$28,789</b>

## PLUS MORE VALUE!

Risk Management..... Included

- Employment practices
- Manage your risk – resources, check lists
- Risk Management Consultants
- On-site assessments/self-assessments

Education, Training & Consulting..... Included

- Classroom seminars, training, resources – vfis.com
- Distance learning – VFIS University
- Consulting Available

**Volunteer Firemen's Insurance Services, Inc.®**

VFIS®, VFIS® with design and Volunteer Firemen's Insurance Services, Inc.® are all  
registered service marks of the same PA Corporation.

**VFIS ORDER FORM****HYALITE RURAL FIRE DISTRICT (MT) C46513**

Coverage	Effective/ Expiration Dates	Accept <i>Initial to accept coverage</i>	Decline <i>Initial to decline coverage</i>	Premium Quoted
Property				
Crime				
Portable Equipment				
Auto				
General Liability				
Management Liability				
Excess Liability				
Total				

**Payment Plans****Installment Option:** (no installment fee)

- ☐ Ten Pay (\$10,000 P&C account minimum and 25% down payment)  
☐ Semi-Annual (\$2,500 P&C account minimum)  
☐ Quarterly (\$3,500 P&C account minimum)

\_\_\_\_\_  
Signature of Insurance Representative\_\_\_\_\_  
DateAgency Name/Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Producer/Service Rep. \_\_\_\_\_

**Before you return this form, you must:**

1. Provide the INSURED'S Federal ID#: 81-2360037
2. Identify all mortgagees, loss payees and (for Auto only) additional insureds/lessors (provide address).
3. Choose \$1,000,000 underlying limits when there is Excess Liability.

*This is not a binder, nor should it be used as one. This form is solely for the purpose of ordering property and casualty insurance coverages for which VFIS has provided a valid quote.*

\_\_\_\_\_  
Signature of Insured\_\_\_\_\_  
Date**Comments/Notes:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>Internal Use Only:</b>	C46513 MT	Qt Eff Dt: 01/01/2020	Doc ID: 177a91801d174adeb669caa8bbde5501
	Property: 93202210000000	Crime: 0	PE: 93202210000000 Auto: 83202210000000
	GL: 93202210000000	ML: 93202210000000	Excess: 93202210000000

**CLAIMS-MADE MANAGEMENT LIABILITY SUPPLEMENTAL APPLICATION**

*This application is only required when Claims Made Management Liability coverage is new.*

1. Legal name of applicant: HYALITE RURAL FIRE DISTRICT
2. Address: 4541 SOUTH 3RD AVENUE, BOZEMAN, MT 59715
3. Desired effective date of coverage: \_\_\_\_\_
4. Limits of liability requested (cannot be greater than the General Liability limit):
  - ☐ \$300,000 each offense or wrongful act / \$1,000,000 aggregate
  - ☐ \$500,000 / \$1,000,000
  - ☐ \$1,000,000 / \$2,000,000
  - ☐ \$1,000,000 / \$3,000,000
  - ☒ \$1,000,000 / \$10,000,000 (aggregate limit does not apply to each named insured with this option)
5. Does the applicant have knowledge of any incidents which would cause a reasonable person to believe that a claim or suit might result? ☐ Yes ☐ No  
If yes, please give complete details, including date: \_\_\_\_\_
6. Name of person designated to receive any and all notices from the company or agent concerning this insurance: \_\_\_\_\_

**COVERAGE CANNOT BECOME EFFECTIVE PRIOR TO THE DATE THIS SIGNED APPLICATION IS APPROVED BY THE COMPANY.**

**THE APPLICANT ACCEPTS NOTICE THAT ANY POLICY WHICH MAY BE ISSUED AND ANY RENEWALS THEREOF WILL APPLY ON A "CLAIMS MADE" BASIS.**

The applicant agrees that in the event they become aware of any fact which would serve to alter any answer previously given to one or more of the foregoing questions, they will so advise the agent. The applicant further agrees that based on such revised information, the agent may revise or withdraw any quotation previously given.

The undersigned, being authorized by and acting on behalf of the applicant, declares that to the best of his / her knowledge and after having made proper inquiry, the responses to the foregoing are true and that no facts have been suppressed or any material facts misstated. The applicant further agrees that this application shall be the basis of any policy issued. The application is valid for 90 days from the date it is signed.

Agent's Signature: \_\_\_\_\_ Applicant's Signature: \_\_\_\_\_  
Address: \_\_\_\_\_ Title: \_\_\_\_\_  
City / State / Zip: \_\_\_\_\_ Date: \_\_\_\_\_

RESOLUTION NO. 2020-01

## HYALITE RURAL FIRE DISTRICT

## A RESOLUTION CALLING FOR A TRUSTEES ELECTION

WHEREAS, Section 7-33-2106, MCA, requires that the trustees of the rural fire district are to be elected and can only be appointed by the county commissioners if no nominations are made for the trustee offices; and

WHEREAS, candidates for the office of trustee of the fire district to be filled by the election may file their Declaration of Candidacy form at least 85 days before the election day; and

WHEREAS, the Montana election laws require the election to be held on school election day, which is May 5, 2020 and

WHEREAS, the trustees of the fire district have determined that 2 trustee position(s) will expire in May, 2020; and

WHEREAS, the trustees find that it is necessary to elect 2 trustee(s) at the election in 2020.

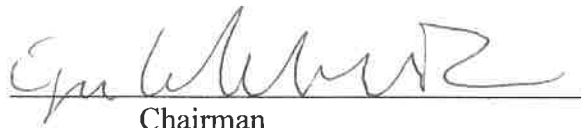
## NOW THEREFORE, BE IT RESOLVED:

1. A trustee election for the above-named rural fire district to elect 2 trustee(s) shall be held on May 5, 2020.
2. A Declaration of Candidacy form for trustee may be filed with the Gallatin County Election Department no later than February 10, 2020. If the number of candidates is equal to or less than the number of positions to be elected, the county governing body shall declare elected by acclamation each candidate who filed a nominating petition for a position. If a nomination is not made for one or more trustee positions, the county governing body shall appoint one or more trustees as necessary to fill those positions.

Dated this 2/day of January, 2020.

## BOARD OF TRUSTEES

By:

  
Chairman



After recording return to:

McLean, Younkin & Willett, PLLC  
2066 Stadium Drive, Suite 101  
Bozeman, MT 59715

**GRANT OF RECLAIMED WATER PIPELINE EASEMENT  
AND ABANDONMENT OF EXISTING EASEMENT**

**HYALITE RURAL FIRE DISTRICT** with address of 4541 South 3<sup>rd</sup> Avenue, Bozeman, Montana 59715, the "Grantor", whether one or more, in consideration of payment of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, which includes but is not limited to the granting herein for the use set forth reduces the costs of reclaimed water disposal having a long term value to the Grantor and Grantee's financial contribution made directly during this process, receipt of which is hereby acknowledged, grants to **RAE SUBDIVISION COUNTY WATER AND SEWER DISTRICT NO. 313**, of 10 Rae Water Lane, Bozeman, Montana 59718, the "Grantee", its successors and assigns, a non-exclusive perpetual easement to lay, construct and maintain reclaimed water pipeline with the usual services, valves, connections, accessories and appurtenances for the purpose of transmitting reclaimed water in, through, under, and across a seventeen foot (17') wide strip of land situated in Gallatin County, Montana, to be situated on the following described real properties ("Property"):

Tract 3 of Certificate of Survey No. 1074 and Parcel 7 of Certificate of Survey No. 422, located in the Northwest One-Quarter of Section 16, Township 2 South, Range 5 East, P.M.M., Gallatin County, Montana.

The reclaimed water pipeline easement is more particularly depicted and legally described on **Exhibit A**, attached hereto and by this reference made a part hereof. This easement is for the use and benefit of all lands owned by Grantee and or as are within Grantee's service area, as the same exists both now and in the future.

This grant includes the right of the Grantee, its successors, permittees, licensees, and assigns and its and their agents, employees and designees, to enter at all times upon the above described land by using existing roads or trails or otherwise by a route causing the least damage and inconvenience to the Grantor in order to survey and establish the route and location of the reclaimed water pipeline(s) easement and to:

Construct, operate, patrol, repair, substitute, remove, enlarge, replace and maintain the pipeline(s), services, connections, accessories and appurtenances;

Trim, remove, destroy, or otherwise control any trees and brush inside or outside the boundaries of the easement which may, in the opinion of the Grantee, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of the pipeline(s);

Grade the land subject to this easement and extend the cuts and fills of this grading into and on the land adjacent to that which is subject to this easement to the extent Grantee may find reasonably necessary; and

Support the pipeline(s) across ravines and water courses, if any, with structures which Grantee deems necessary.

THE GRANTEE AGREES:

1. That, in connection with the construction, operating, patrolling, repairing, substituting, removing, enlarging, replacing, and maintaining of said pipeline(s), it will repair or replace, at its sole expense, or pay to Grantor the reasonable value of any damages to growing crops, existing fences, ditches and other appurtenances of said land that may be disturbed by its operation.
2. That, during operations involving excavation, it will remove the topsoil from the trenched area to a depth of one foot, or to the full depth of the topsoil, whichever is less, and stockpile said topsoil for replacement over the trench. It will remove from the site any large rocks or surplus excavating material or any debris that may have been exposed by the excavation and remains after backfilling is completed and will leave the finished surface in substantially the same condition as existed prior to the beginning of the operations including re-seeding and cleaning of debris; provided however, the surface of backfilled areas may be mounded sufficiently to prevent the formation of depressions after final settlement has taken place. All such costs shall be the sole cost of Grantee.
3. That initial construction of the pipeline shall be completed within a reasonable time after the date of this Agreement unless delayed by issues out of Grantee's control. All construction design, engineering, implementation and oversight shall be at the direction and sole discretion of the Grantee and at Grantee's sole cost. Grantee hereby agrees to indemnify and hold Grantor harmless from any claims arising out of and in connection to construction, repair and maintenance of the pipeline.
4. The Grantee may temporarily leave excavated materials and temporarily store materials and equipment on the Property during construction, repair or maintenance of the pipeline in such a manner and times as to cause the least disturbance as possible to Grantor's use of property.

THE GRANTOR(S) AGREE:

1. At no time will Grantor build, construct, erect or maintain any permanent structure within the boundaries of said easement without the prior written consent of Grantee; provided however, the Grantor may install paving, landscaping, property line fencing or screening over the easement.
2. At no time will Grantor modify the finished grade of the land over the pipeline by removal of existing soil or by placement of fill material within the boundaries of said easement without the prior written consent of the Grantee.
3. The Grantor warrants that it is lawfully seized and possessed of the Property, that it has a lawful right to grant the easement set forth herein it.
5. The Grantee may peaceably hold and enjoy the rights and privileges herein granted without any interruption by the Grantor. The terms, covenants and provisions of this easement and agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

ABANDONMENT OF EXISTING EASEMENT:

The parties agree that as consideration and in exchange for the granting of the easement herein, the Rae County Water and Sewer District (Grantee above) abandons and releases the easement for the existing pipeline recognized in Quit Claim Deed recorded in the office of Gallatin County Montana Clerk and Recorder as Doc. No. 2505535, previous and subsequent recording and described as:

An easement six (6) feet in width for the purpose of planning an eight inch (8") pipe from east to west across the north side of the property.

Further to the extent any water or sewer line used, controlled or abandoned by Rae County Water and Sewer District may be located on the property described in this document, those are abandoned and released as well. Grantee and Grantor agree that Grantee shall cap or terminate the physical line in the ground to prevent future use. Grantee hereby agrees to indemnify and hold Grantor harmless from any claims arising out of and in connection the existing pipeline remaining the ground.

GRANTOR AND GRANTEE MUTUALLY AGREE TO THE FOLLOWING:

A. Entire Agreement; Merger of Previous Understanding. This Agreement embodies and constitutes the entire understanding between the parties hereto with respect to the transaction contemplated herein, and all prior or contemporaneous negotiations, communications, conversations, understandings and agreements had between the parties hereto, oral or written, are merged in this Agreement.

B. Effect of Waivers and Consents. No waiver of default by any party or parties hereto shall be implied from any omission by a party or parties to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this Agreement by a party or parties shall not be construed to be a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by any party or parties shall not be deemed to waive or render unnecessary the consent to or approval of said party or parties of any subsequent or similar acts by a party or parties.

C. Modification. This Agreement may not be amended, modified or changed except by a written instrument signed by Grantor or its successors or assigns and by Grantee or its permitted assigns.

D. Construction. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Headings at the beginning of sections and subsections of this Agreement are solely for the convenience of the parties and are not a part of this Agreement. When required by the context, the words “Grantor” and “Grantee” shall include the respective successors and permitted assigns, if any, of them.

E. Governing Law and Jurisdiction. This Agreement shall be governed by and constructed in accordance with the laws of Montana. All lawsuits filed to interpret or enforce the terms and conditions of this Agreement must be filed in the 18th Judicial District, Gallatin County, Montana.

F. Authorized Signor. The undersigned, if signing on behalf of a corporate entity, hereby represents that they have been duly authorized by appropriate actions of the members or shareholders and the Board of Directors for each respective entity, and all such agreements and instruments executed pursuant thereto will be valid and enforceable against each party in accordance with the terms hereof.

G. Counterparts. This Agreement may be executed in one or more counterparts, which taken together shall constitute the same document.

H. Severance. Should any portion of this Agreement be declared invalid and unenforceable then such portion shall be deemed to be severed from this Agreement and shall not affect the remainder of this Agreement.

I. Attorney Fees. In the event it becomes necessary for a party to enforce any of the provisions of this Agreement through legal action, it is understood and agreed that the prevailing party shall recover said party’s reasonable attorney’s fee, together with all costs and expenses pertaining thereto.

J. Recordation. The parties hereto agree that upon mutual execution, this Agreement shall be recorded in the records of the Clerk and Recorder of Gallatin County, Montana.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

GRANTOR:

**HYALITE RURAL FIRE DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

GRANTEE:

**RAE SUBDIVISION COUNTY WATER  
AND SEWER DISTRICT NO. 313**

By: \_\_\_\_\_  
\_\_\_\_\_ its \_\_\_\_\_

State of Montana     )  
                              :SS  
County of Gallatin    )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2020, by \_\_\_\_\_, as \_\_\_\_\_ of Hyalite Rural Fire District.

(Seal)

\_\_\_\_\_  
NOTARY PUBLIC for the State of Montana

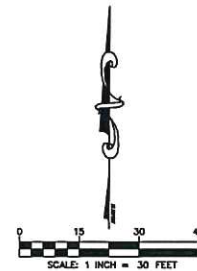
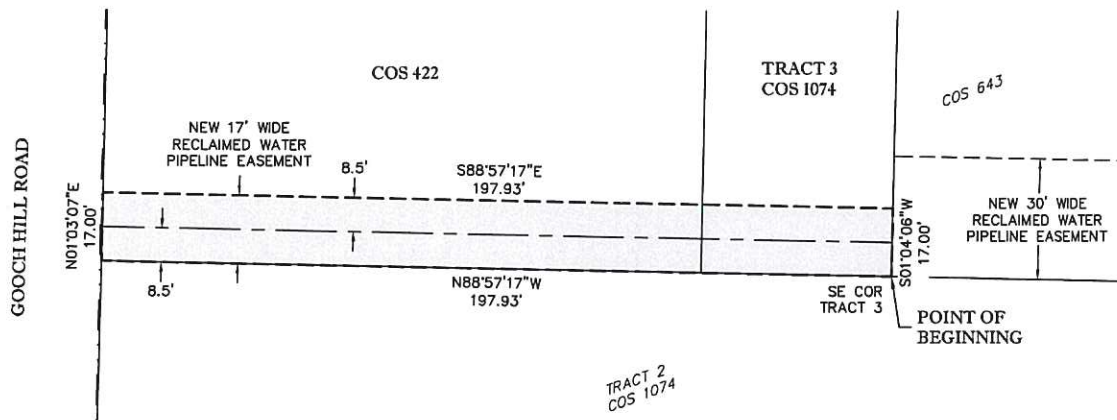
State of Montana     )  
                              :SS  
County of Gallatin    )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2020, by \_\_\_\_\_ as \_\_\_\_\_ of Rae Subdivision County Water  
and Sewer District No. 313.

(Seal)

\_\_\_\_\_  
NOTARY PUBLIC for the State of Montana

**EXHIBIT A**  
**RECLAIMED WATER PIPELINE EASEMENT**  
 BEING ON A PORTION OF TRACT 3 OF CERTIFICATE OF SURVEY No. 1074 AND CERTIFICATE OF SURVEY No. 422,  
 LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 16,  
 TOWNSHIP 2 SOUTH, RANGE 5 EAST, PRINCIPAL MERIDIAN MONTANA,  
 GALLATIN COUNTY, MONTANA



**BASIS OF BEARING:**  
 BEARINGS ARE GEODETIC, DERIVED FROM GPS  
 OBSERVATIONS WITH SURVEY GRADE RECEIVERS  
 AND REFERENCED TO THE MERIDIAN AT WGS 84.  
 NORTH LATITUDE 45°39'40"  
 WEST LONGITUDE 111°02'42"

**LEGAL DESCRIPTION:**

The following is a description of a Reclaimed Water Pipeline Easement, being on a portion of Tract 3 of Certificate of Survey No. 1074 and Certificate of Survey No. 422, located in the Northwest One-Quarter of Section 16, Township 2 South, Range 5 East, Principal Meridian Montana, Gallatin County, Montana. Said Reclaimed Water Pipeline Easement specifically described as follows:

Beginning at a point being the southeast corner of said Tract 3;  
 thence North 88°57'17" West along the south line of said Tract 3 and Certificate of Survey No. 422 a distance of 197.93 feet, to the southwest corner of said Tract Certificate of Survey No. 422 said point being on the East Right-of-Way of Gooch Hill Road;  
 thence North 01°03'07" East along the East Right-of-Way of Gooch Hill Road, a distance of 17.00 feet;  
 thence South 88°57'17" East a distance of 197.93 feet, to a point on the east line of said Tract 3;  
 thence South 01°04'06" West along the east line of said Tract 3, a distance of 17.00 feet to the point of beginning.

Said Reclaimed Water Pipeline Easement being 0.08 acres.

C:\Users\w\l\Designs\2018\18-079 Roe S&W Falcon Hollow Coordinate Base\21 C3D-Survey\Roee S&W Easements.dwg Oct 02, 2019 - 10:29am

## HYALITE RURAL FIRE DISTRICT NAME SURVEY

Numbers refer to first, second, and third choices

	Hyalite Rural Fire District	Hyalite Fire District	Hyalite Rural Fire	Hyalite Fire	Hyalite Rural Fire Department	Hyalite Fire Department	Hyalite RFD	Hyalite Rural FD	Hyalite Rural Fire Dept.	HRFD	No opinion
1		2	3	1							
2	1						3		2		
3				3			1	2			
4	1										
5	2	3	1								
6	1										
7		1									
8						1					
9							1			2	
10							1				
11							1				
12							1				
13	1									1	
14										1	
15	2									1	
16							1			2	
17							1			2	
18										1	
19							1			2	
20		2								1	
21							1			2	
22							1			2	
23										1	
24										1	
25	1										
26	1									2	
27	1									2	
28			1								
29	1						2			3	
30											

## HYALITE RURAL FIRE DISTRICT NAME SUMMARY

	CHOICE			TOTAL CHOICES
	1ST	2ND	3RD	
HYALITE RURAL FIRE DISTRICT	8	2		10
HYALITE FIRE DISTRICT	1	2	1	4
HYALITE RURAL FIRE	1		1	2
HYALITE FIRE	1		3	4
HYALITE RURAL FIRE DEPARTMENT				0
HYALITE FIRE DEPARTMENT	1			1
HYALITE RFD	10	1	1	12
HYALITE RURAL FD		1		1
HYALITE RURAL FIRE DEPT		1		1
HRFD	7	8	1	16
Total				51



## **Hyalite Rural Fire District**

### **Fire Chief's Report**

#### **January 2020**

Prepared by: Fire Chief Jason Revisky

1. The Hyalite Fire Department has responded to 536 calls in 2019.
2. Our current roster is at 44 members (effective 12/31/2019).
3. We currently have 8 resident firefighters living at the Sourdough Fire Station.
4. We still are staffing the Cottonwood Fire Station with our sleeper program Sunday – Thursday nights with a crew of 5 each night.
5. We still have 3 resident renters at the Rae house.
6. We continue to perform regular training every Wednesday night at 7pm.
7. We continue to perform our twice a month command training. Command trainings are the second and last Monday of each month at 7pm at Sourdough station.
8. We have experienced no firefighter injuries or significant mechanical breakdowns in the last month.
9. Apparatus update.