

# Canyon Creek Rural Fire District (CCRFD) P.O. Box 464, Canyon Creek, MT 59633



## Board of Trustee's SPECIAL Meeting Friday – March 20, 2026

<b>This meeting was conducted in person at the fire hall and via Zoom.</b>	
<b>The official meeting minutes are the Zoom recording which is available upon request.</b>	<b>Meeting ID: 878 6835 6845</b>
	<b>Passcode: 517638</b>

<b>ATTENDEES</b>	
<b>Board Members:</b>	<b>Fire Company Members:</b>
Trustee #1 Jim Thomas, Chairman	<i>Prob. Fire Chief Kai Bauer (absent)</i>
Trustee #2 Sam Stigman, Vice-Chair (absent)	<i>Captain William Adamson (absent)</i>
Trustee #3 Wendy Adamson, Secretary/Treasurer	Dale Hudec (probie)
Trustee #4 Peggy Justesen, Trustee (absent)	Bob Justesen, Mechanic
Trustee #5 Ray Miller, Trustee (appt'd. 3/17/2026)	Gregg Weed, Mechanic Joane Bayer, Admin.
<b>Community Members / Guests:</b>	
Connie Horder (in person)	John, Kelsey & Nate Wohlfrom (in person)
Lillian Miller (in person)	Kori Dee (via Zoom)
Frank & April Nerat (in person)	Sonny Tapia (via Zoom)
Sue Perkins (in person)	Judith Anne Vincent (via Zoom)
Randy & Deb Williams (in person)	"None" (via Zoom)

<b>AGENDA</b>	
<b>Chairman: Calls the meeting to order</b>  <b>Introduced Ray Miller, newly appointed Trustee</b>  <b>Pledge of Allegiance</b>	<b>Time: 06:30 PM</b>
<b>Secretary: Roll call of Board Members present</b>	
<b>Chairman: Opening Comments &amp; Instructions</b>  <b>Opens meeting for Public Comment</b>	<b>Time: 06:32 PM</b>

3448308 B: M65 P: 2299 MIN  
03/27/2026 01:24 PM Pages: 1 of 2 Fees: 0.00  
Amy Reeves Clerk & Recorder, Lewis & Clark MT



Please visit our website at [www.canyoncreekruralfire406.org](http://www.canyoncreekruralfire406.org) for Agenda, Agenda Packet and other info.

**AGENDA (cont.)**

**Chairman: NEW Business - Action Item #1:**

**Time: 06:38 PM**

Will consider settlement agreement re: *Dee, et al, v. Canyon Creek Rural Fire District L&C Case No. DV-25-674;*

ADAMSON motioned to approve the settlement agreement re:  
*Dee, et al, v. Canyon Creek Rural Fire District L&C Case No. DV-25-674;*

MILLER seconded; Public comments received

**Vote: PASSED  
3-0-0**

**Chairman: For the "Good of the Order" – Trustee's comments**

**Time: 07:21 PM**

CHAIR JIM THOMAS = (none)

VICE-CHAIR SAM STIGMAN = (absent)

SECRETARY / TREASURER WENDY ADAMSON = Promoted the website and the Agenda Packet for upcoming meetings

TRUSTEE PEGGY JUSTESEN = (absent)

TRUSTEE MILLER = (none)

**Chairman: Next meeting date confirmation:**

**Time: 07:22 PM**

TUESDAY 03/24/2026 = March's Regular Meeting  
(rescheduled from the 3<sup>rd</sup> Monday of the month)

**Chairman: Adjournment**

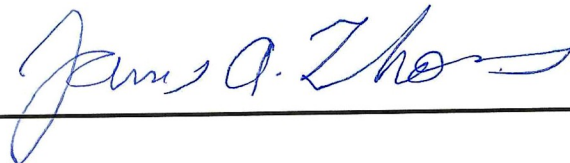
**Time: 07:23 PM**

**APPROVAL**

**Meeting Minutes approved by the Trustees on (date approved):**

3/24/26

**Signed by the acting Chairperson:**



**SPECIAL MEETING AGENDA**  
**Canyon Creek Rural Fire District (CCRFD)**  
**Friday – March 20, 2025 at 6:30PM**



The meeting will be hybrid: via Zoom and  
in person at the fire hall: 7560 Duffy Lane

**Chairman:** Calls the meeting to order / Pledge of Allegiance

**Secretary:** Roll call of Board Members present

**Chairman:** Opening Comments & Instructions  
Opens meeting for Public Comment

**Chairman:** NEW Business Action Item(s) to Adopt / Amend / Table / Reject:

- **Will consider settlement agreement re: *Dee, et al, v. Canyon Creek Rural Fire District L&C Case No. DV-25-674\****

Please note: Sam Stigman & Peggy Justesen were dismissed as Plaintiff's by the court upon becoming Trustees, and upon legal advice will refrain from participating in the board decision approval process.

**Chairman:** For the "Good of the Order" – Trustee's comments section

**Chairman:** Next meeting date confirmation

**Chairman:** Adjournment

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*\*All court documents are accessible to the public through the District Court Clerk's office*

**SPECIAL MEETING AGENDA**  
**Canyon Creek Rural Fire District (CCRFD)**  
**Friday – March 20, 2025 at 6:30PM**

The meeting will be hybrid: via Zoom and  
in person at the fire hall: 7560 Duffy Lane

**ZOOM MEETING INVITE INFORMATION**

**Topic: CCRFD Special Meeting (Lawsuit)**

**Time: Mar 20, 2026 06:30 PM Mountain Time (US and Canada)**

**Join Zoom Meeting**

<https://us06web.zoom.us/j/87868356845?pwd=UTLBSq6VeGURXYpZsvZjamkCEY8wZp.1>

**Meeting ID: 878 6835 6845**

**Passcode: 517638**

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**One tap mobile**

**+12532158782,,87868356845#,,,,\*517638# US (Tacoma)**

**+13462487799,,87868356845#,,,,\*517638# US (Houston)**

**Join instructions**

<https://us06web.zoom.us/join/87868356845/invitations?signature=B1ld555FWoJz kCivGBQTq04ZGOIEkgAqHhpXIBCmaDo>

**PUBLIC COMMENT GUIDELINES:**

- *Come to the designated lectern / stand for meeting recording requirements*
- *Please state your name and address in an audible tone of voice for the record.*
- *The board welcomes public comment on any matter within the jurisdiction of the fire district, but the board cannot take action on any item that is not already on the agenda.*
- *There will also be an opportunity in conjunction with each action item for public comment pertaining to that item before the board votes on the matter.*
- *The Canyon Creek Rural Fire District board meeting attendees are expected to adhere to the Principles of Civil Dialogue as defined in our bylaws (available on CCRFD website)*
- *Please limit comments to three (3) minutes.*

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**ADDENDUM DOCUMENTATION:**

**INFORMATION READ INTO THE RECORD:**

- **Lawsuit overview named “Discussion Points/Thoughts”**
- **Answers to 11 questions submitted before the meeting**

**ADDITIONAL QUESTIONS:**

- **Answers to an additional 4 questions submitted before the meeting**

## Discussion Points/Thoughts

### The Amended Complaint

Broad overview – the lawsuit involves 3 publicly attended meetings and 2 meetings which allegedly occurred over email. The plaintiffs allege that each meeting violated Article II, Sections 8 and 9 of the Montana Constitution, generally phrased as the public’s right to know and the public’s right to participate in government proceedings. The Plaintiffs also allege these meetings violated the CCRFD bylaws.

Relief sought – Plaintiff’s seek to have the actions and decisions at these meetings vacated (ruled void and without effect), declare Jonathan Cunningham is the fire chief, enjoin Gilliam from acting as interim chief, enter an order permanently enjoining the board from violating the Montana Constitution and public notice and open meeting laws, awarding attorney fees and costs, and any other relief the court deems proper.

### **Specific Allegations:**

*Two competing Facebook accounts for public posting*

*September 21, 2024 meeting*

did not provide proper notice under Mont. Code Ann. § 2-3-103(1) and the CCRFD Bylaws

Did not include notice on the agenda the board would consider removal of the current fire chief or an appointment of an interim fire chief

Did not include an item allowing public comment on any matter not on the agenda

Violation of bylaws to place on the agenda an item at the request of two trustees

*September 30, 2024 meeting*

Notice of special meeting did not conform to Mont. Code Ann. § 2-3-103(1) and CCRFD bylaws

Did not include agenda item for public comment on any matter not on the agenda

Amendment to SOGS for fire chief vacancy was adopted prior to public comment or board discussion

*October 7, 2024 meeting*

Notice did not comply with Mont. Code Ann. § 2-3-103(1) and CCRFD bylaws

Did not include agenda item for public comment on any matter not on the agenda

Agenda was not posted for 48 hours – public given less than 48 hours to apply for position of interim fire chief if they wanted to, also sets up unknown for the public who would be a potential interim fire chief

Board selection of interim chief by secret vote in violation of Article II Section 9, and Mont. Code Ann. § 2-3-201

*October 23 and 24, 2024*

Meetings via email – violated Mont. Code Ann. § 2-3-112(1) that did not provide the exception and asks that all decisions are void.

**Where the Board sits today** – the board has adopted different by laws for emergency meetings, has formally adopted the board’s website for posting in accordance with Mont. Code Ann. § 2-3-103. It is unclear whether prior Fire Chief desires to come back.

What remains for Plaintiffs, even if Fire Chief does not want to come back, are the statutory and constitutional violations alleged for each of the 5 meetings.

**Paths moving forward:**

if CCRFD desires to continue to litigate the case, CCRFD would have to assert all of the meetings complied with Montana Constitution, met statutory requirements, and were in compliance with bylaws (note, even if compliant with bylaws, the bylaws themselves would have to be found to meet Constitution and State Law requirements; you can’t have a bylaw supersede the law).

If CCRFD desires to settle the case – likely issue to settle comes with paying attorney fees.

**Decision to Settle:** While not necessarily admitting to the truthfulness of the allegations, looking to ways to move forward, the risks of losing the case, and the likelihood of a successful outcome.

Looking at likelihood of Plaintiff’s prevailing in court (if they do, decision to appeal or not, which would prolong the issues) and likelihood of attorney fees being awarded. Other risks about a loss is having a court order permanently enjoining CCRFD from violating the laws would be it might further increase insurance rates or other funding opportunities if an ongoing court order is forever over CCRFD’s “head.”

**Settlement Agreement:** What the Settlement Agreement is *not saying* is you have to admit that any of the meetings violated state law or MT Constitution. Settling protects those meetings. There is a no admission of liability clause in this agreement. The only thing CCRFD has to admit is that secret ballot voting is not allowed.

### **Award of Plaintiffs' attorney's fees thoughts:**

Mont. Code Ann. § 2-3-221 allows for attorney fees against a government entity for plaintiffs alleging violation of right to know and right to participate.

Montana Supreme Court has granted attorney fees to plaintiffs asserting violations of public's right to know and participate given the public policy interest in vindicating the public's interest. The overarching concept of awarding attorney fees in these cases goes to the "importance of the litigation" – i.e. enforcing constitutional and statutory requirements.

CCRFD has the sole authority to choose to settle – you can't have the BoCC make that decision for the board or have a "third party" make the decision. The "third party" in that reference would be a judge determining whether the CCRFD violated Constitution and State law and if attorney fees are to be awarded and the amount.

Attorney Fee barometer - if the amount paid by CCRFD is roughly in the ballpark of the Plaintiff's fees then the amount isn't that exorbitant. While it is true a court goes through a reasonableness hearing to determine the amount of attorney fees, by being close on both sides for the amount shows it's probably reasonable. In this case, you are looking at only paying 19K; if you go forward the financial risk goes that much higher. If the CCRFD loses, and a judge desires to award attorney fees, I can only imagine the plaintiff's will ask for their full amount.

1. Has anyone obtained a non-redacted copy of the entire attorney's fee bill? If the public is going to pay a bill then the public needs to see the whole thing.
2. Usually before a party (CCRFD) pays the other side's attorney bill; a judge has made a determination whether the hourly rate, time listed per item in hours or fractions of hours are reasonable. Did District Judge Manahan make a determination of the reasonableness of the attorney bill, especially when the public is paying? If not, why not?
3. Who paid any amounts on the attorney bill? When was paid? How much paid? Need proof of payment, if the public (CCRFD) is going to reimburse. Is it just one wealthy person paid the bill to start the case and billing installments? Who exactly is the CCRFD making payment to?

For attorney's fees, courts set up a reasonableness hearing. The factors are the amount and character of the services rendered, the labor, time and trouble involved, the character and importance of the litigation, the amount of money or value of property affected, the professional skill and experience called for, the attorney's character and standing, and the results secured. These guidelines are not exclusive, and a trial court may consider other factors as well.

A good benchmark on this when looking at settlement would then also look to see how much the district has had to pay in its attorney's fees (while covered by insurance, the amount is helpful) – if the two are in relatively the same ballpark, then that is a good way to explain how the number makes sense.

Settling certainly looks to a few factors: the likelihood of prevailing and, if not prevailing, the likelihood of a court awarding attorney fees and, upon a reasonableness hearing, the amount a court would award.

#### WHAT DID THE LAWSUIT ACCOMPLISH:

4. A Recall Petition removed Rick Grady, not the lawsuit.
5. The lawsuit was used to try among other things to undo the letting go (termination) of Jonathan Cunningham, yet several months later that changed Jim Thomas CCRFD Board interested people who re-hired Cunningham, then rather recently fired Cunningham

The litigation did not seek to remove Mr. Grady and, while the ultimate lay of the land is Mr. Cunningham is not the fire chief, there were other allegations for open meeting violations, by law violations, etc.

#### TECHNICALITIES OF PAYING THE BILL:

6. Did the Jim Thomas CCRFD Board consult an attorney in paying the Bill? Who? When? Get proof of the memo or letter as public interest. If Crowley Fleck consulted on paying their own bill, then that would be a conflict of interest.
7. Going to need a disinterested Quorum of the CCRFD Board to approve any payment, unless a judge orders or the LC County Commissioners.
8. All Plaintiffs and relatives are disqualified in voting on the Bill payment. Also, gives a bad look on board members that are friendly with Plaintiffs in question.
9. Did Judge Manahan award attorney fees in the lawsuit? If he has not done so, it is probably inappropriate for a governmental entity (CCRFD) to pay without a judge at least indicating that he will award attorney fees in favor of the Plaintiff (Quitters) - a preliminary ruling. Of course, a judge can award the exact amount to be paid. If Judge Manahan has not made at least a preliminary ruling, why not? Would be highly suspect. Could it be that the Plaintiffs are worried the Judge will not rule in their favor? Could it be that the Plaintiffs really did not accomplish anything legally with the lawsuit and don't deserve attorney fees?
10. I personally think Jim and Wendy would be disqualified because they publicly went against defending the lawsuit and even released attorney privileged documents or communications. Wendy was all about how great Cunningham was as Fire Chief, seems the lawsuit was in vein due to the circumstances currently with the firing of Cunningham and the reasons justifying it.
11. Probably the best thing is to have the voters of CCRFD vote on the proposal short of having a judge or the County Commissioners decide. That way, the CCRFD public gets to find out how the Plaintiffs likely screwed the CCRFD public.

Litigation surrounding – alleged confusion around which facebook page was the official page for posting, Lack of Notice and/or agenda item issues, voting by secret ballot, for

meetings on September 21, September 30, October 7, and meetings over emails on October 23 and 24.

I suggest following up with Ryan about who the District would “cut the check” to so to speak. Often, it will be to the plaintiff attorney’s trust account.

Plaintiffs sought Declaratory judgment action to void the decisions made on those meetings, injunction from interim chief acting as chief, and due to the alleged violations of Montana Constitution Article II, Sections 8 and 9, as well as public notice and open meeting laws, sought attorney’s fees and costs.

**2-3-221. Costs to prevailing party in certain actions to enforce constitutional right to know.** A person alleging a deprivation of rights who prevails in an action brought in district court to enforce the person's rights under Article II, section 9, of the Montana constitution may be awarded costs and reasonable attorney fees.

The general idea about settling a case is to offset potentially occurring even more fees in litigating the case further. The District does not have insurance coverage for an award of attorney fees. In this specific instance, because Mr. Cunningham is no longer the chief, the district still has the allegations of open meeting violations, by laws, etc. Settling a case allows all parties to hopefully move on and address other issues.

In cases where the public has had to litigate the constitutional right to know/right to participate, courts view both Article II Section 9 and 8 as the same fundamental link and authorizes both violations for an attorney fee award. 2014 MT 214. Courts have held that due to the public benefits gained by vindicating the right to know/right to participate, the costs of the litigation should be spread among beneficiaries (ie the public). 2006 MT 218.

The courts will also award attorney fees if a party tries to “moot” the purpose of the lawsuit or do the “roll-over” approach. The justification behind that process is even if the party didn’t “technically prevail” (meaning they didn’t get a court order) they still are entitled to attorney fees because the lawsuit achieved what they were asking for. 2006 MT 215.

1. Did Judge McMahon award attorney fees in the lawsuit? The case is in front of Judge Menahan. He has not awarded attorney fees in the lawsuit. Presently, the case has is in the discovery stage. Next steps would be motions for summary judgment (deciding the case on motions and perhaps oral argument as a matter of law because material facts are not in dispute) or ultimately trial (if material facts needed to be decided). Material facts meaning a fact that involves the elements of the cause of action. For example, if the question is “did the CCRFD properly post notice” and if no one contests the facts then court can rule on summary judgment motions. If there are rational disagreements about if posting occurred then has to go to trial to decide. (there’s like 1000 nuances here so I can talk more if needed).
2. If he did not, is it **appropriate** for the CCRFD Board of Trustees to pay the \$19,500.00 without a judge at least indicating he would award in favor of the plaintiffs? Same as prior comments and the CCRFD has the authority to settle cases (ie, districts have the power to contract ect. Mont. Code Ann. § 7-33-2104(2) five qualified trustees to govern and manage the fire district). At this point, both the plaintiffs and CCRFD have expended around 35-40K in attorney fees. The hinge point for settling a case is multi-faceted but considerations such as likeliness of succeeding, likeness of atty fees, and then what is that amount at end of briefing and/or trial. At the point where a judge determines plaintiffs are entitled to attorney fees, more likely than not they ask for the full amount which will be above 40K. right now there is an opportunity to settle for 20K. The **appropriate** question comes to desired risk – CCRFD can decide to continue to litigate and if loses, at least one aspect would be having to pay atty fees isn’t a discretionary decision; ultimately though then it comes back and the question becomes “why didn’t CCRFD settle for 20K when now it has to pay 40k+?” On the other hand, CCRFD might win and a judge might rule attorney fees are not to be awarded. Generally, we see atty fees when plaintiffs prevail on constitutional right to know/right to participate claims. This is the “rock and a hard place” for gov’t; assert you are correct and perhaps ultimately pay more or pay less by settling and take a lot of political heat. Heavy lies the trustee crown. Obligations about mitigating taxpayer funds spent for this case are to be weighed.
3. Could it be that the plaintiffs are worried the judge would not rule in their favor? Honestly, don’t know the mindset of plaintiffs right? Considerations could be they don’t want to prolong this issue any more than CCRFD does. At the end of the day, obviously it comes out of the public funds so, given the current situation, maybe the passion has begun to wane but that’s the point/pain purpose of attorney fees for litigation public right to know/right to participate. Its why its so heavy handed in Montana on encouraging public comment and open gov’t; right to notice/participate/view deliberations is statutory and constitutional.
4. Could it be that the plaintiffs really did not accomplish anything legally with the lawsuit and don't deserve attorney fees? If we split the concepts up in two categories of 1) vacating the decisions made and 2) establishing constitutional/statutory violations then plaintiffs still have all of their No. 2 options in front of them. Obviously I have no idea what Plaintiffs are thinking but, from listening to public comment, opinion letters, meeting minutes etc. there are also real personal emotions here.