

BROADWATER COUNTY COMMISSIONERS

515 Broadway, Townsend

Meetings are held at the Flynn Building on 416 Broadway St.

Current and previously recorded meetings, official agenda, and minutes may be viewed on the website at <https://www.broadwatercountymt.com>.

Per Montana Code Annotated (MCA) 2-3-202, agenda must include an item allowing public comment on any public matter that is not on the agenda of the meeting and that is within the jurisdiction of the agency conducting the meeting. Public comments and items not on the agenda will be taken either in writing in advance of the meeting or in person at the beginning of the meeting. Mail and items for discussion and/or signature may occur as time allows during the meeting. Issues and times are subject to change. Working meetings will be posted on the agenda and will not be recorded.

OFFICIAL agendas are posted in the Courthouse (1st floor bulletin board), on our website at www.broadwatercountymt.com, in the window of the Flynn Building at least 48 hours in advance of the meeting, and in the Helena Independent Record (IR).

Wednesday, January 18, 2023

- | | |
|-----------------|--|
| 10:00 AM | Discussion/Decision, Vandenacre Family Transfer, Nichole Brown, Community Development & Planning Director |
| 10:10 AM | Discussion/Decision, Catalfamo/Olson Request for Exemption Review, Nichole Brown, Community Development & Planning Director |
| 10:20 AM | Discussion/Decision, Antelope Vista II Tract 2 Subsequent Minor Subdivision, Nichole Brown, Community Development & Planning Director |
| 10:35 AM | Discussion/Decision, Proposed Amendments to County Subdivision Regulations |
| 10:45 AM | Discussion/Decision, Trident Solar Road Use and Maintenance Agreement, Jania Hatfield, Deputy County Attorney |
| 10:55 AM | Discussion/Decision, Petition from Citizen to Abandon a Portion of Lucifer Street in Toston, Jania Hatfield, Deputy County Attorney |
| 11:00 AM | Discussion/Decision, Fee Proposal Broadwater County Emergency Services Facility, Preliminary Architectural Report (PAR) |
| 11:05 AM | Discussion, Broadwater County Board Openings and Candidates, Tacy Swanton, Community Development & Planning Assistant |
| 11:10 AM | Discussion/Decision, Contracts for 4H Building and Wastewater Improvements with Gruber Excavating and AV Construction |
| 11:15 AM | Discussion/Decision, Status of Detention Center old van, Nick Rauser, Broadwater County Sheriff |

Items for Discussion / Action / Review / Signature – Consent Agenda

- ✓ Certificate of Survey review
- ✓ Management – on-going advisory board appointments
- ✓ Claims/Payroll/minutes
- ✓ County Audit / Budget
- ✓ Mail – ongoing grants
- ✓ Correspondence – support letters

Debi Randolph, Chairman

(406) 266-9270 or (406) 980-2050

Darrel Folkvord, Vice Chairman

(406) 266-9272 or (406) 980-1213

Lindsey Richtmyer

(406) 266-9271 or (406) 521-0834

E-mail: commissioners@co.broadwater.mt.us

Future meetings being held at the Flynn Building:

- Board of Health on Wed. Jan. 18th at 1:00 p.m.
- Airport Board on Wed. Jan. 18th at 7:00 p.m.
- City/County Parks & Recreation Board on Mon. Jan. 23rd at 6:00 p.m.
- Board of Commissioners on Wed. Jan. 25th at 10:00 a.m.

**Certificate of Survey Exemption Affidavit
Broadwater County**

**Gift or Sale to Immediate Family Member
Section 76-3-207(1)(b), MCA.**

When a landowner requests to be exempt from the Subdivision and Platting Act, state law requires Broadwater County determine whether the request is an attempt by the property owner to evade subdivision regulation. Broadwater County will use the information provided by the applicant in this affidavit as well as other evidence when making its determination.

Please complete both sides of this application. Every owner of the property (owners of record) must sign this affidavit. Use additional sheets of paper if necessary.

A. Name of Landowners:

John vandenacre Phone: 406 439 1803
Donna Vandenacre Phone: 406 439 3285
____ Phone: _____

B. Number of Parcels Proposed: 1.

C. Size of Each Parcel Proposed: 5 acre, _____, _____, _____.

D. Name and Relationship to Landowner of Family Member(s) Receiving Gift Parcel(s)

Name Mandy Vandenacre Hanson Relationship daughter
Age: 45 Current Mailing Address: Po Box 113 Whitehall MT
59759

Name _____ Relationship _____
Age: _____ Current Mailing Address: _____

Name _____ Relationship _____
Age: _____ Current Mailing Address: _____

Name _____ Relationship _____
Age: _____ Current Mailing Address: _____

A "member of the "immediate family" may include only the grantor's spouse, children by blood or adoption, and parents.

E. History of the Parcel:

1. To your knowledge, have any exemptions been used to divide this property after July 1, 1973, including exemptions for mortgage tracts, gift or sale to an immediate family member, boundary line relocation, occasional sale? *See Sections 76-3-201 and 76-3-207, MCA.*

☒ Yes ☐ No *If "yes", provide the chronological history of divisions and attach a copy of a Certificate of Survey or Deed evidencing the divisions:*

Date	Exemption	Tract Label	Tract Size	COS No. or Deed No.
<u>2/28/2001</u>	<u>Family Transfer</u>	<u>Tr A-2</u>	<u>203.52 Ac</u>	<u>1-749</u>
<u>11/8/2004</u>	<u>Boundary Relocation</u>	<u>Am. Tr A-2</u>	<u>183.51 AC</u>	<u>1-974</u>
<u>10/8/2010</u>	<u>Boundary Relocation</u>	<u>2nd Am Tr A-2</u>	<u>183.00 Ac</u>	<u>2-327</u>
<u>12/6/2010</u>	<u>Boundary Relcoation</u>	<u>3rd Am Tr A-2</u>	<u>183.52 Ac</u>	<u>2-330</u>
<u>3/8/2019</u>	<u>Boundary Relocation</u>	<u>4th Am Tr A-2</u>	<u>181.51 Ac</u>	<u>2-584</u>
<u>8/26/2020</u>	<u>Boundary Relocation</u>	<u>5th Am Tr A-2</u>	<u>385.58 Ac</u>	<u>2-627</u>
<u>5/12/2021</u>	<u>Boundary Relocation</u>	<u>6th Am Tr A-2</u>	<u>285.02 Ac</u>	<u>2-647</u>

2. To your knowledge, in regard to this property, did you or any previous owner ever attend a pre-application conference or submit for subdivision review of any part of this property, since July 1, 1973? Was any subdivision denied?

☒ Yes ☐ No *If YES, explain: A pre-app meeting was held 12/6/22 for a minor subd. along Whitehorse Rd and is in the process of preparing a submittal.*

F. Proposed Exemption Information

To your knowledge:

1. Will each new parcel be used as a homesite for a family member?

☒ Yes ☐ No *If NO, explain:*

2. Could the transfer be accomplished by a "relocation of common boundary lines"?

☐ Yes ☒ No *If YES, explain:*

3. Will the newly created parcels become one of three or more parcels created from the original parcel after July 1, 1973?

☐ Yes ☒ No If YES, explain: _____

4. Would the use of the family gift exemption violate any statute, case law, administrative rule, or Attorney General Opinion?

☐ Yes ☒ No If YES, explain: _____

5. Does the parcel to be transferred fit a pattern of land divisions and land transfers?

☐ Yes ☒ No If YES, explain: _____

6. Have any divisions of land ever been denied on this property?

☐ Yes ☒ No If YES, explain: _____

7. Is the parcel being transferred to a family member who is a minor?

☐ Yes ☒ No If YES, please provide a draft Trust document.

8. Are you transferring a parcel to your spouse?

☐ Yes ☒ No If YES, explain: _____

9. Do you agree that you and/or your family member receiving this property will not sell any of the tracts created under the family transfer exemption for a period of two (2) years unless you or the recipient files for subdivision review?

☒ Yes ☐ No

If your life circumstances change per a birth, death, divorce, illness, etc. you may request an exemption to the two (2) year time period from the County Commissioners.

Under penalties of perjury, I (we) declare that I (we) have examined this affidavit and the accompanying sketch or draft Certificate of Survey of the proposed division of land, and to the best of my (our) knowledge and belief, they are true, correct, complete and are in compliance with all State laws and local regulations.

Date December 2, 2022

Signature of Each Applicant:

John Vandenacre
Donna Vandenacre

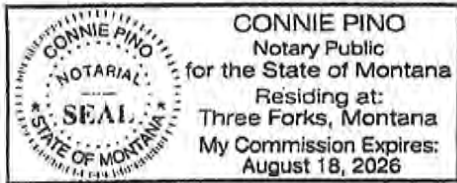
Signature of Each Recipient:

[Signature]

STATE OF Montana)
County of Gallatin) : ss.

On this 2 day of Dec., 2022, Donna Vandenacre,
Mandy Harser, John Vandenacre
personally, appeared before me and having been duly sworn did herein execute the above instrument for the purposes stated.

Notary's Seal/Stamp



Connie Pino
Notary Public for the State of Montana
Connie Pino
Printed Name
Notary Public for the state of Montana
Residing at 43 Vandolah Rd
My Commission expires: Aug. 18, 2026

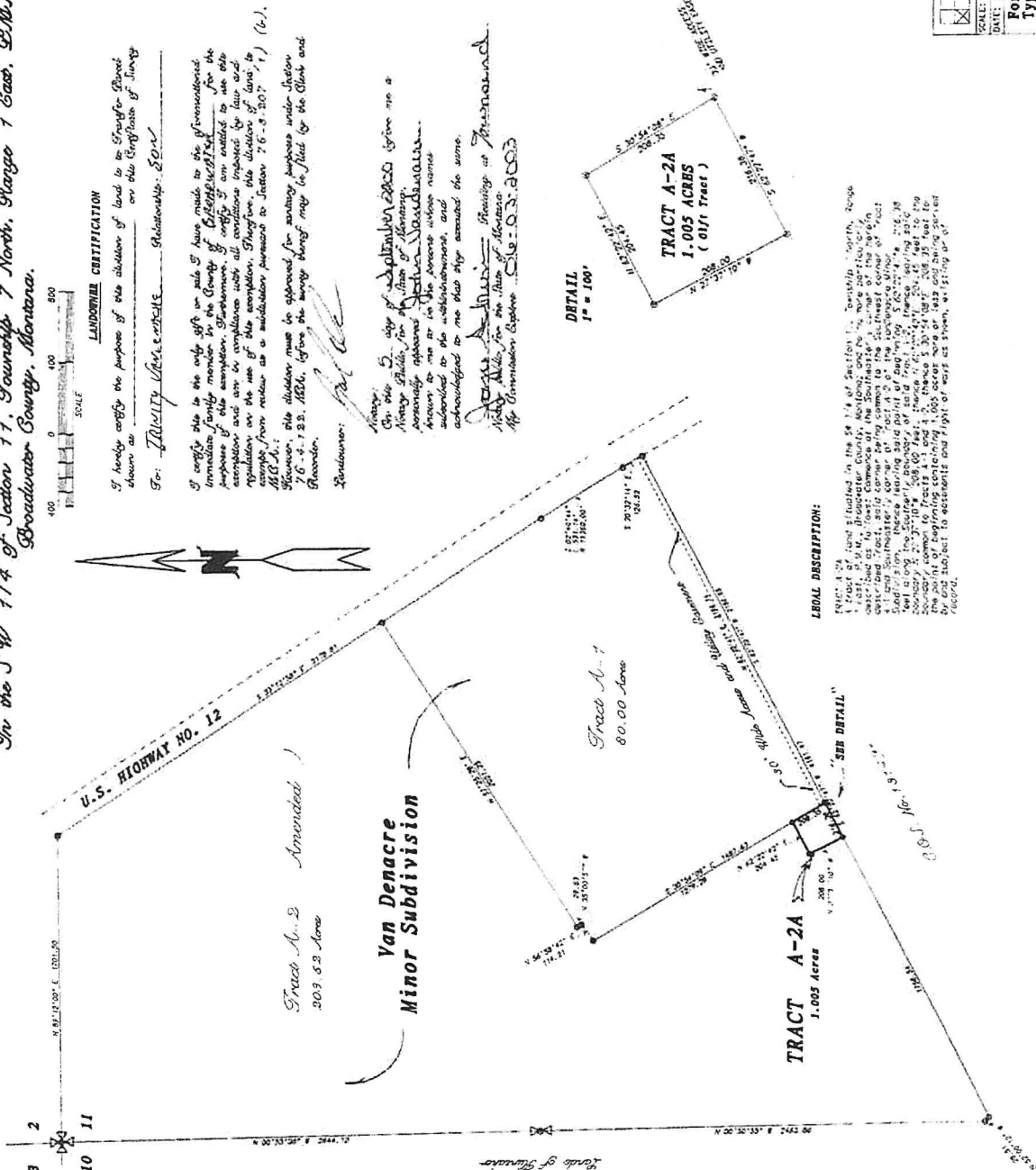
****If the Survey Review Committee grants concept or survey approval to a proposed exemption, that approval is valid only for ninety days, subject to any legislative changes.****

429A

AMENDED PLAT OF: * VanDenacre Minor Subdivision *

Purpose of Survey: Survey to Create Parcel for Gift to Family Member Requested By: Andy Van Denacre

Located in Tract A-2 of the Van Denacre Minor Subdivision:
In the S 4 1/4 of Section 11, Township 7 North, Range 1 East, B.M.M.,
Broadwater County, Montana.



Certificate of Survey, Tract A-2A

I hereby certify that the above described land is the same as that shown on the original plat of the Van Denacre Minor Subdivision, recorded in the County of Broadwater, Montana, and that the same is now owned by Andy Van Denacre, the owner of the land described on the original plat, and that the same is now being conveyed to the same owner by deed.

Clark and Recorder: 141370

Block for Recording: 2001
at 1:30 P.M.
Tracy R. Halliday
Clark and Recorder

Certificate of Survey

I hereby certify the attached plat to be a true representation of a survey performed under my close supervision on the 12th day of August, 1999.

Recorded: 9/15/00

By: Donald M. Schaubert

Surveyor, B.C. 1777
Broadwater, MT. 59644

Revised: 9/15/00

By: Donald M. Schaubert

Surveyor, B.C. 1777
Broadwater, MT. 59644

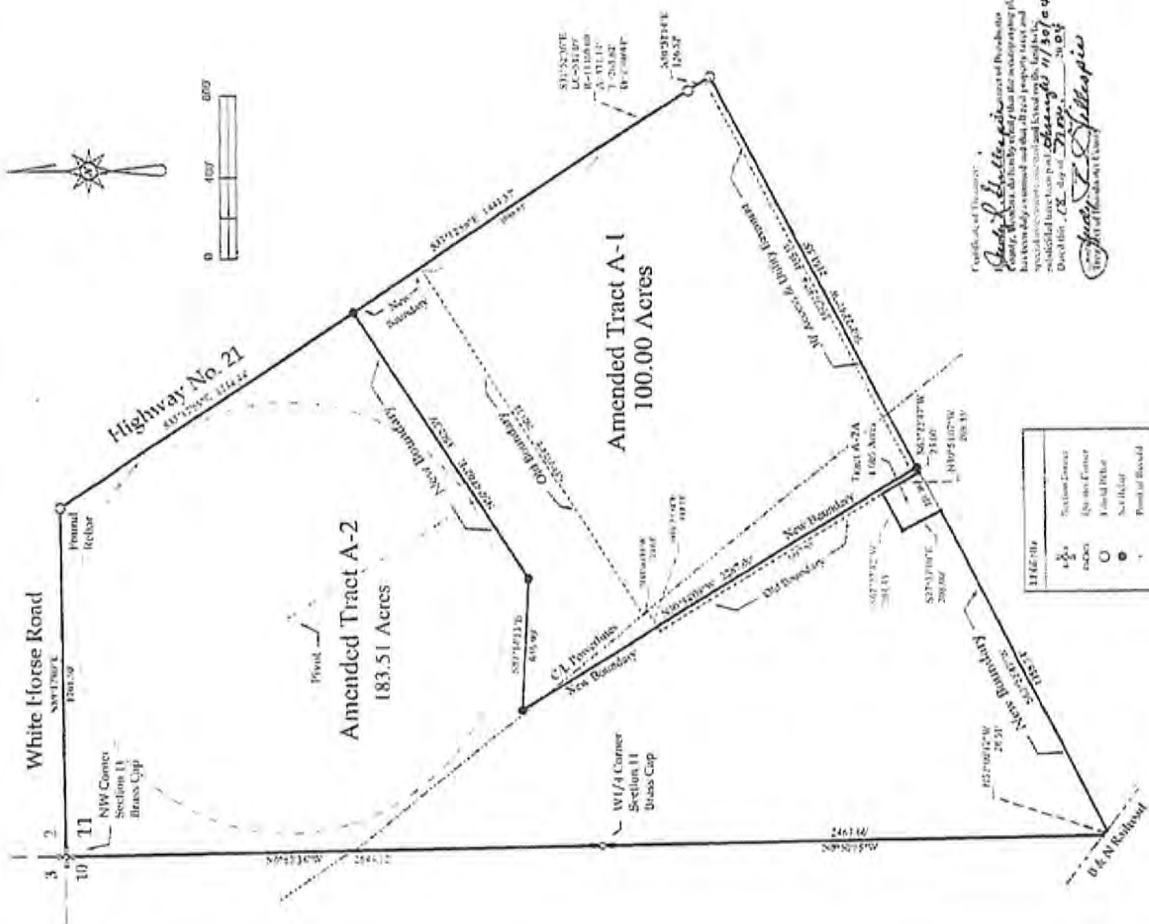
For: TRINITY VANDENACRE

Type: Gift To Member of Immediate Family
SCHAUBERT SURVEYING
Phone: 266-4602

1526

Straddled in Section 11, Township 7 North, Range 1 East, P.P.M.M., Broadwater County, Montana.

Requested by: *Trinity VanDenuse*



Journal of Plant Growth Analysis, Vol. 12, No. 1, 1983, pp. 1-12. © 1983 by VNU Press, Hanoi, Vietnam. Printed in Vietnam.

I hereby certify that the purpose of this survey is to refine the assumptions and to correct existing data within a planned organization, that have these *assumptions, data and data collection methods*. Therefore, the survey is exempt from review as a disclosure pursuant to 5 U.S.C. 552a, and that no additional data are being collected.

Mat. of. No. _____
Date of Birth _____

Many thanks to Ann E. R. AUSEP.
My Commendations to you. Dec. 16, 2006.

Integrating attached pla is a basic representation of

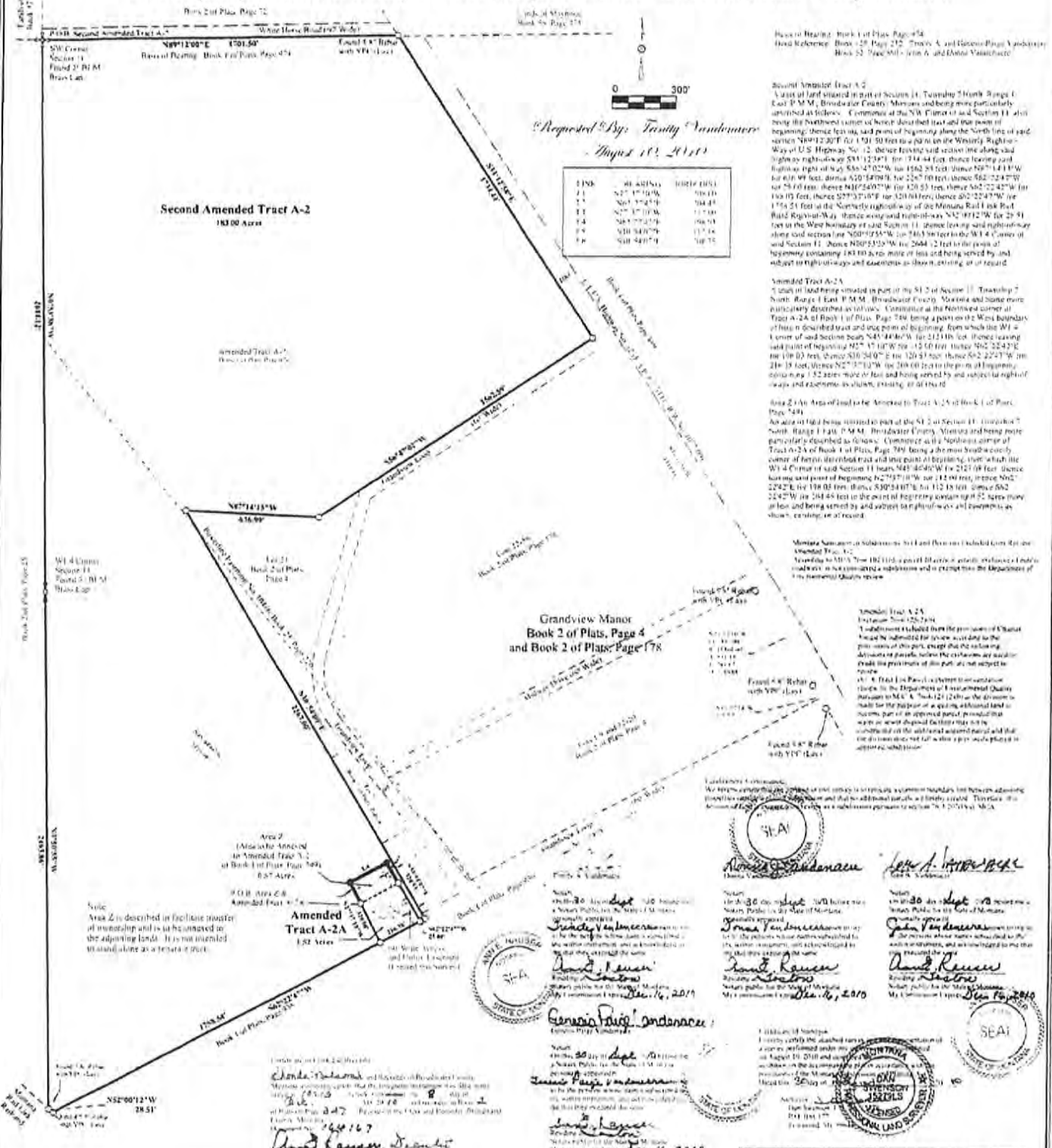
Professors of Clark and Bennett
Paul R. Hollenhorst is professor of
 geology at the University of Montana, where he has
 recently done the research in *Whetstone* on a small
 area of the surface of it. *57* articles, *Common*
and the 2nd day of 1901. *AL*
1901, and published on depth of *1* of the way
 page *977*. Remains of the Clark and
 Bennett, Buchanan County, Montana. *149*
David R. Hansen, Dept.
 of Clark and Bennett

[illegible]

Section H T7N, R1E., Broadwater Co.			
Requested by: Trinity Vandenberg			
Type: Boundary Relocation			
Schauer Surveying		266-4602	
STATE	DATE	FILE NAME	
400 PI/14	11-1-2009	13A110	
Enclosure Lore	SEVEN	610T	1/1
			1914

Certificate of Survey: To Relocate Boundaries Between Adjacent Landowners

Situated in part of Section 11, Township 7 North, Range 1 East, P.M.M., Broadwater County, Montana.



1344 S11

	Quarter Corner
	Section Corner
	Survey Point
	Boundary Line
	New Boundary

Trinity Vandanae
 Requested By: Trinity Vandanae
 Type: Boundary Relocation
 Schaubert Surveying 266-4602

Sec. 11, T.7N., R.1E., P.M.M., Broadwater Co.
 Requested By: Trinity Vandanae
 Type: Boundary Relocation
 Schaubert Surveying 266-4602

Sec. 11, T.7N., R.1E., P.M.M., Broadwater Co.	Requested By: Trinity Vandanae	Type: Boundary Relocation	Schaubert Surveying 266-4602
DATE: 10/16/2010	DATE: 10/16/2010	SHEET: 1/1	JOB: 3112

Certificate of Survey: To Relocate Boundaries Between Adjacent Landowners

Situated in part of Section 11, Township 7, North, Range 1 East, P.M.M., Broadwater County, Montana.

Book 2 of Plats, Page 72

Lands of Mayhew
Book 56, Page 175

Base of Survey: Book 2 of Plats, Page 327
Deed Reference: Book 132, Page 834 - Trinity A. and Geneva Paige Vandanaire
Book 133, Page 298 - John A. and Donna Vandanaire

Requested By: Trinity Vandanaire
August 10, 2010

LINE	BEARING	HORIZ DIST
L1	N27°17'10"W	204.09
L2	N62°22'42"E	204.49
L3	N27°17'10"W	112.00
L4	N62°22'42"E	198.01
L5	S30°54'07"E	112.14
L6	S30°54'07"E	208.15

Third Amended Tract A-2
180.51 Acres

Second Amended Tract A-2
Book 2 of Plats, Page 327

Grandview Manor
Book 2 of Plats, Page 4
and Book 2 of Plats, Page 178

Third Amended Tract A-2:
A tract of land situated in part of Section 11, Township 7 North, Range 1 East, P.M.M., Broadwater County, Montana and being more particularly described as follows: Commence at the NW Corner of said Section 11, also being the Northwest corner of heretofore described tract and true point of beginning; thence leaving said point of beginning along the North line of said section N89°12'00"E for 1701.50 feet to a point on the Westside Right-of-Way of U.S. Highway No. 12; thence leaving said section line along said highway right-of-way S33°25'38"E for 1334.44 feet; thence leaving said highway right-of-way S56°47'02"W for 1562.59 feet; thence N87°16'13"W for 816.99 feet; thence S30°54'09"E for 2267.00 feet; thence S62°22'47"W for 25.00 feet; thence S27°17'10"E for 308.00 feet; thence S62°22'47"W for 1759.54 feet to the Northern right-of-way of the Montana Rail Link Railroad Right-of-Way; thence along said right-of-way N52°09'12"W for 78.51 feet to the West boundary of said Section 11; thence leaving said right-of-way along said section line N89°12'00"E for 2463.84 feet to the W1/4 Corner of said Section 11; thence N00°55'38"W for 2644.12 feet to the point of beginning containing 183.52 acres more or less and being served by and subject to right-of-ways and easements as shown, existing, or of record.

Second Amended Tract A-2A:
A tract of land being situated in part of the S1/2 of Section 11, Township 7 North, Range 1 East, P.M.M., Broadwater County, Montana and being more particularly described as follows: Commence at the W1/4 Corner of said Section 11; thence S44°44'10"E for 2018.94 feet to the Northwest corner of Amended Tract A-2A of Book 2 of Plats, Page 327; thence S27°17'10"E for 112.00 feet to the Northwest corner of heretofore described tract and true point of beginning; thence leaving said point of beginning N62°22'42"E for 204.45 feet; thence S30°54'07"E for 208.15 feet; thence S62°22'47"W for 216.38 feet; thence N27°17'10"W for 108.00 feet to the point of beginning containing 1.00 acre more or less and being served by and subject to right-of-ways and easements as shown, existing, or of record.

Area 2 (An Area of land to be Attached to Second Amended Tract A-2 of Book 2 of Plats, Page 327)
An area of land being situated in part of the S1/2 of Section 11, Township 7 North, Range 1 East, P.M.M., Broadwater County, Montana and being more particularly described as follows: Commence at the W1/4 Corner of said Section 11; thence S44°44'10"E for 2018.94 feet to the Northwest corner of Amended Tract A-2A of Book 2 of Plats, Page 327; also being the Northwest corner of heretofore described tract and true point of beginning; thence leaving said point of beginning N62°22'42"E for 198.03 feet; thence S30°54'07"E for 112.18 feet; thence S62°22'47"W for 204.45 feet; thence N27°17'10"W for 112.00 feet; in the point of beginning containing 0.52 acre more or less and being served by and subject to right-of-ways and easements as shown, existing, or of record.

Montana Satisfaction in Subdivision Act Land Disposition Excluded from Review
Third Amended Tract A-2
According to MCA 76-102 (1)(a), a parcel 20 acres or greater, exclusive of public land, is not eligible for satisfaction and is exempt from the Department of Environmental Quality review.

Second Amended Tract A-2A
Montana Satisfaction in Subdivision Act Land Disposition Excluded from Review
According to MCA 76-102 (1)(a), a parcel 20 acres or greater, exclusive of public land, is not eligible for satisfaction and is exempt from the Department of Environmental Quality review. This Land Parcel is exempt from satisfaction review by the Department of Environmental Quality pursuant to MCA 76-102 (1)(a) as a parcel that has no existing facilities for water supply, wastewater disposal, or solid waste disposal within the tract that were previously approved by the reviewing authority under Title 76, chapter 4, part 1, 81C, or that were exempt from such review by the Department of Environmental Quality. No new facilities will be constructed on the parcel and the division of land will not cause approved facilities to violate any conditions of approval, and will not cause existing facilities to violate any conditions of exemption.

Landowner's Certification
We hereby certify that the purpose of this survey is to relocate a common boundary line between adjoining properties outside a registered subdivision and that the subdivision parcels are hereby capped. Therefore, this division of land is exempt from review as a subdivision pursuant to section 76-102 (1)(a) MCA.

Trinity A. Vandanaire
Notary Public for the State of Montana
My Commission Expires Dec 16, 2010

John A. Vandanaire
Notary Public for the State of Montana
My Commission Expires Dec 16, 2010

Trinity A. Vandanaire
Notary Public for the State of Montana
My Commission Expires Dec 16, 2010

Donna Vandanaire
Notary Public for the State of Montana
My Commission Expires Dec 16, 2010

John A. Vandanaire
Notary Public for the State of Montana
My Commission Expires Dec 16, 2010

Certificate of Survey
I hereby certify that the attached survey is a true representation of a survey performed under my supervision and completed on November 11, 2010 and described the same as shown on the accompanying plat, together with the provisions of the Montana Subdivision Act and Platting Act. Thence this 11th day of November, 2010.

Schauber Surveying
Don Schaubert, L.S. N000079
P.O. Box 11
Ternopolis, TN 37630
199601791.S

Sec. 11, T.7N., R.1E, P.M.M., Broadwater Co.			
Requested By: Trinity Vandanaire			
Type: Boundary Relocation			
Schauber Surveying 266-4602			
SCALE 300 Ft./In.	DATE 11-29-2010	FILE NAME 31403212.LAND 11-29-10.TB	
DRAWN BY SMS	REVISION SHEET 1/1		JOB 3112

LEGEND
Quarter Corner
Section Corner
Found 1/2" Rebar, 4" YPC (Schauber), unless noted
Old Boundary
New Boundary

Certificate of Clerk and Recorder
I, Clerk of Broadwater County, Montana, do hereby certify that the foregoing instrument was filed in my office on the 11th day of November, 2010, at 10:00 A.M., and recorded in Book 2 of Plats, Page 330. Records of the Clerk and Recorder, Broadwater County, Montana.
My Commission Expires Dec 16, 2010

Certificate of Treasurer
I, Treasurer of Broadwater County, Montana, do hereby certify that the accompanying survey has been duly examined and that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid through 5-31-10. Pursuant to Section 76-3-201 of the MCA.
Tax ID # 7001234-2007445
Filed this 16th day of Dec. 2010
John A. Vandanaire
Treasurer of Broadwater County

Certificate of Examination
I have reviewed the errors and omissions of calculations and drafting that this day of December, 2010, pursuant to Section 76-3-201 MCA.
My Commission Expires Dec 16, 2010

Certificate of Examination
I have reviewed the errors and omissions of calculations and drafting that this day of December, 2010, pursuant to Section 76-3-201 MCA.
My Commission Expires Dec 16, 2010

Fourth Amended Tract A-2
181.51 Acres

TYPE	DEVELOPER	INITIAL TEST
1.5	522-32-10-56	10-10-10
1.7	562-22-42-7	10-10-10
1.8	510-34-10-11	10-10-10
1.9	502-22-42-10	10-10-10
1.9	502-22-42-10	10-10-10

Landowners:
Jamie & Deborah Buck
and
John Vandenberg
March 5, 2019

Biased Bearing: Book 2 of 191b, Page 34
 Direct Reference: Book 134, Page 51. James L. and Deborah A. Buck
 Book 134, Page 27. John A. and Phyllis Vandenberg

Fourth Amended Tract A-2
A tract of land being part of Tract Amended Tract A-1 and located in
Twp. 34N, R. 10E, 13W included in part of Section 11, Township 7 North, Range
East, 3rd E.M. of Broadway County, Montana and being in
Section 11, Township 7 North, Range East, 3rd E.M. of Broadway County, Montana
and Section 11, also being the Northwest corner of higher section 20 and
being of Beginning, there along the North line said section
N42°12'00" E for 1301.50 ft to a point on the Westerly right of way of
S. 2 Highway or for 1301.50 ft, thence North, with section line and along with
section line N29°19'42" E for 1754.41 ft, thence North, along right of way
highway right of way S68°47'00" E for 228.20 ft, thence N02°11'43" W
for 401.96 feet, thence S89°54'00" E for 1282.00 feet, thence S62°22'42" W
for 230.00 feet, thence N29°54'17" W for 280.42 feet, thence S62°22'42" W for
475.24 feet, thence S20°42'00" E for 294.42 feet, thence S62°22'42" W for
263.50 feet, thence S29°19'42" E for 1754.41 feet, along the right of way
road right of way, more, thence along said section line S63°02'12" W for
26.93 feet to the west boundary said section 11, thence along said
right of way and along said section line N29°54'17" W for 280.42 feet to
the W1/4 Corner of said Section 11, thence North, for 254.12 feet
to the NE1/4 corner of said section 11, a point of Beginning, and being
surveyed by and subject to right of ways and easements as herein
existing, all of record.

Third Amended Text 2-A:
A tract of land being all of Second Amended Text 2-A and part of Third Amended Text 2-A, situated in part of the 51/22 Section 18, Township 2 North, Range 1 East, P. M., Brownlee County, Montana and being more particularly described as follows: Commence at the N1/4 Corner of said Section 18, thence S20°45'12"E for 1200.45 feet to the Northwest corner of lot 24 and thence East and two points of beginning thence bearing and distance of beginning N62°22'42"E for 478.74 feet thence S51°44'09"E for 205.92 feet thence S62°22'42"E for 435.65 feet thence S20°45'12"E for 101.02 feet to the Point of Beginning containing 1.00 acre more or less and being served by and subject to right-of-way easements as shown existing by and between

Landowner's Certification
 I hereby certify that the purpose of this survey is to create a voluntary boundary line between adjoining properties outside a platted subdivision and that no additional parcels are hereby created. Therefore, this division is held exempt from review as a subdivision pursuant to section 26-102(1)(a) MCA.

100% Exclusion:
Fourth Amended T-14-2
According to the T-14-2, 100% E.A. a subdivision shall comprise only those parcels less than 20 acres which have been created by a subdivision of land, and the plat thereof shall show all such parcels, which are contiguous to the rental or lease of one or more parts of a building, structure or other improvement, whether existing or proposed is not a subdivision, as that term is defined in this part and is not subject to the requirements of this part.

1994-1A-2A
According to Section 17-39-015 (2)(b) ARMC
(2) The reviewing authority shall exclude the
following parcels created by divisions of land
from review under Title 17, chapter 4, part 1:
MC A. a parcel the acquisition is used to create the
privileges of that part
(b) a parcel that has a previous approval issued
under Title 17, chapter 4, part 1, MC A, if
(i) the facilities other than those previously
approved are or will be constructed for the
parcel, and the division of land will not cause
approved facilities to deteriorate from the conditions
of approval, an evaluation of 75a 150 MC A

James L. Buck Deborah A. Buck
(James L. Buck) (Deborah A. Buck)

On this day of March 2019, before a Justice of the Peace for the State of Montana, personally appeared James L. Rink and Deborah A. Rink, known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they executed the same.

Wendy Rauer Residing at _____
Notary public for the State of Montana
My Commission Expires _____

John A. VanJennet

Notary Public for the State of Montana personally appeared John A. Vanderweide known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary public for the State of Maryland.
My Commission Expires _____

Certificate of Survey no.

I hereby certify that Certificate of Survey is a true representation of a survey performed under my supervision and completed on December 4, 2018 and described the same as shown in this Certificate of Survey in accordance with the provisions of the Minnesota Subdivision and Placing Act dated the 5th day of March, 2019.

Dan Swenson
 P13 Box 177
 Townsend, MI 49884

W 1/2 Sec 11, T 7 N, R 1 E Broadwater Co			
Unbrnch Buck			
Boundary Relocation			
Schauber Surveying 266-4602			
NO. OF SHEET	PROJECT DATE 5.5.2018	SHEET NAME 266-4602	
DRAWN BY TSA	REVISION	DATE	

Certificate in Entrepreneurship

Reviewed for errors and omissions in calculations and drafting
this the 15th day of January
2019 pursuant to Section 70-1112(a), M.C.A.

Missouri Registration No. 543821

Luttrell et al. • VEGF and Microglia







I, Deane Ellis, Clerk and Recorder of Broadwater
County, Montana, do hereby certify that the foregoing
instrument was filed on this 21 day of
March, 1928, at 10:12 and recorded in
Book 2 of Plateau Page 514. Witness is the
Clerk and Recorder, Broadwater County, Montana.
Document No. 182793

Ann Ransom, Deputy
Clerk and Receiver

SYNOPSIS OF RESEARCH

I, Danny Ellis, Treasurer of the above-stated
County, do hereby certify that the accounts receivable
that have been collected and that all real property taxes
and special assessments are received and levied on the land to
be subdivided have been paid
through 7-20-24, 7-20-25
(Tax ID No. _____)
Dated this 8 day of March, 2019
Danny Ellis
Treasurer of Nevada County

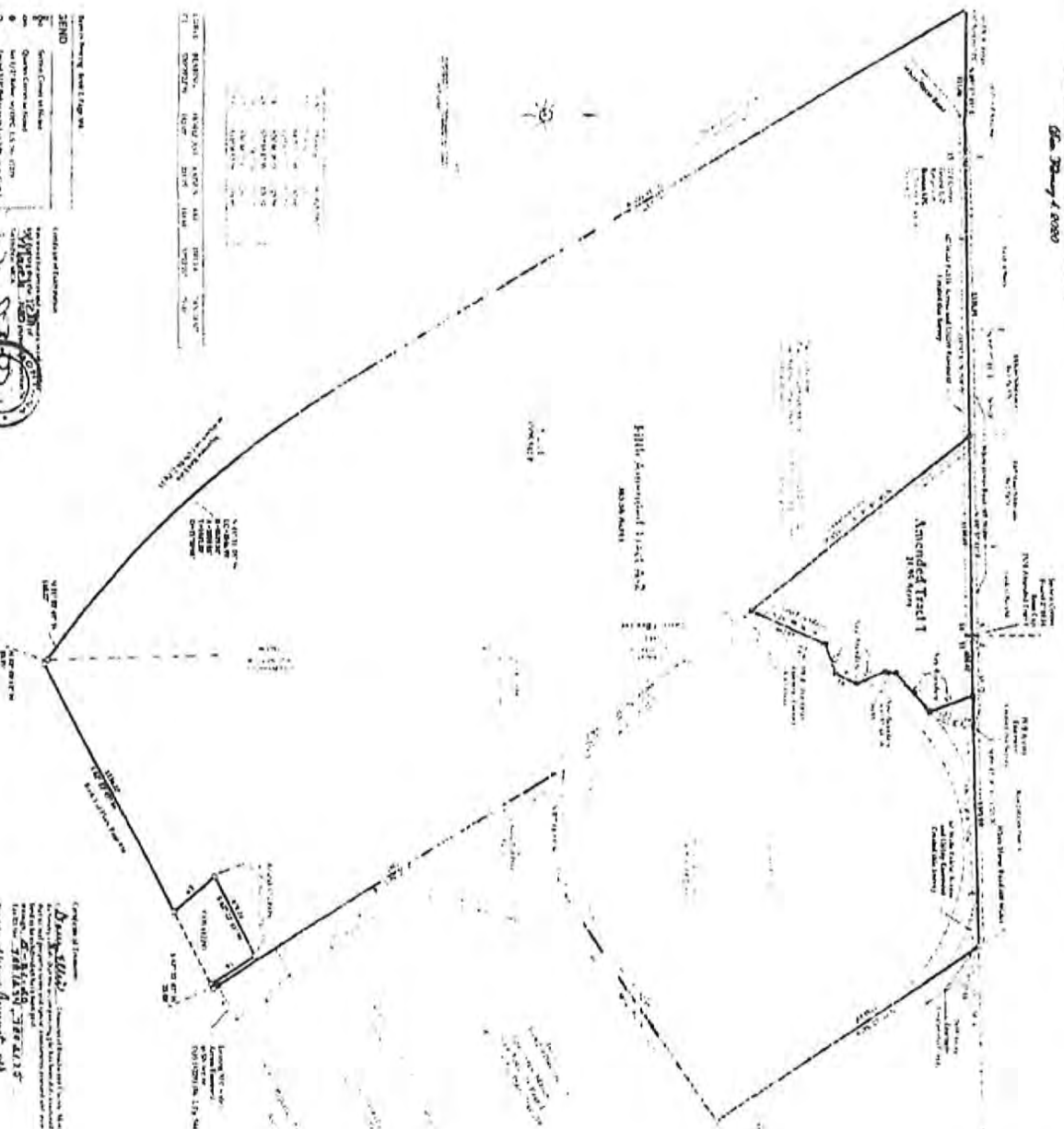
LEGEND

	Square Corner
	Quarter Corner
	Round (1/2" R) for x YPC (shimless) unless noted
	Std (1/2" R) for x Shimless YPC (1/2" R) 31
	100 Horizontal
	New Horizontal

Free on 4/1

[illegible]

Read Memo, Feb. 27 and February 28
 Dec. February 4. 1920



1. Name (Last, First, Middle)
 2. Address
 3. City
 4. State
 5. Zip
 6. Telephone ()
 7. E-mail
 8. Date
 9. Signature
 10. Print Name

Handwritten signature and circular stamp.

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Vandenberg
Boundary Extension
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St. Paul, Minn.
Phone: 7-1100
Fax: 7-1100

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Approved for issue and signature is: *[Signature]*
Special Agent in Charge
U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

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Unit 128	11.8	7.04	2.0	1.0
Vendelwood				
Boundary Ridge				
Schubert				
Unit 129	11.8	7.04	2.0	1.0
Vendelwood				
Boundary Ridge				
Schubert				

REQUEST FOR EXEMPTION REVIEW

Note to Applicant: The purpose of this review is to enable Broadwater County officials to determine whether or not the proposed use of an exemption from local subdivision review would evade the Montana Subdivision and Platting Act.

Part One. Applicant Information

Landowner(s): FRANK CATALEAMO + PAMELA OLSON
Address: 37 MISSOURI VIEW LOOP, TOSTON, MT 59643
Telephone Number(s): 303-807-3959

Landowner Representative: Schauber Survey

Address: 64 Jack Farm Road

Phone: 406-266-4602

Part Two. Legal Description: Amended Tract 9 of COS BK 2, Pg. 104
& Lot 10 of BK 1, Pg 933


Part Three. Basis for Exemption Request:

What exemption is being claimed, and what is the basis for your exemption claim?

HOME INITIALLY BUILT STRADDLING 2 LOTS,
(LOT 9 + LOT 10). WE RECEIVED APPROVAL FROM
MISSOURI RIVER HOME ASSOCIATION (HOA) TO MOVE FORWARD
WITH AGGREGATING LOTS 9 and LOT 10 INTO
A SINGLE LOT

Part Four. Supporting Information: Please provide all pertinent information, including an accurate certificate of survey or amended subdivision plat, as applicable and where required. A subdivision exemption review fee must be submitted with the exemption request.

AFFIDAVIT: I hereby certify that the purpose of this exemption request is NOT to evade the Montana Subdivision and Platting Act. Dated this _____ day of _____, 20__

Signature(s):  Pamela Olson

Certificate of Governing Body:

We, the Board of County Commissioners, do hereby certify that the use of the exemption claimed on the accompanying Certificate of Survey has been duly reviewed, and has been found to conform to the requirements of the Subdivision and Platting Act, Section 76-3-101 et. seq. MCA, and the Broadwater County Subdivision Regulations.

Dated this _____ day of _____, A.D., 20__

Commissioner

Commissioner

Commissioner

C&R Attest

STAFF
REPORT

Preliminary Plat
Dated 6/6/2022

ANTELOPE VISTA II TRACT 2
SUBSEQUENT MINOR SUBDIVISION
Preliminary Plat

To: Broadwater County Planning Board
From: Nichole Brown, Broadwater County Community Development Director
Subject: A proposed subdivision to be known as **The Antelope Vista II Tract 2 Subsequent Minor Subdivision**

GENERAL INFORMATION

Date of Application: July 19, 2022
Element Complete: August 17, 2022
Date of Sufficiency: October 6, 2022
Planning Board Hearing: November 29, 2022
Review Period Ends: January 6, 2023 *Amended to February 8, 2023 at the request of the subdivider

SUBDIVIDER: Jon and Christina Kamps
3 Prospect Hill Road
Three Forks, MT 59752

LEGAL DESCRIPTION: Situated in Section 29, Township 3 North, Range 1 East, Broadwater County, Montana

GENERAL LOCATION: The proposed subdivision is located off Vista Drive, approximately five and one half (5.5) miles northwest of Hwy 287/I-90 interchange.

I. EXECUTIVE SUMMARY

The Subdivider intends to create two (2) lots from an existing 24.59-acre parcel. Lots range in size from 10.14 to 14.42 acres. Both lots are being submitted for review as residential lots. There is an existing house and barn on Tract 2A. Wastewater will be provided via individual on-site wastewater treatment systems for both lots. Water will be provided to each lot via individual on-site wells. Tract 2A has an existing approved on-site wastewater treatment system and well. Access will be provided from Vista Drive by way of Price Road, which is a county road. The required preliminary review fee of \$1700.00 has been paid.

II. REQUEST

Approval of the 2-lot Subsequent Minor Subdivision for 2 single-family homes.

III. STAFF RECOMMENDATION

Staff recommends APPROVAL of the proposed Antelope Vista II Tract 2 Subsequent Minor Subdivision Preliminary Plat subject to the conditions of approval based on the recommended findings of fact included in the Staff Report

IV. LOCATION

The proposed subdivision is located off Vista Drive approximately 5.5 miles northwest of the US Highway 287/I-90 interchange.

V. EXISTING DEVELOPMENT AND USES

The property is currently an occupied subdivision lot. This proposed subdivision is a subsequent division of Tract 2 of the Antelope Vista II Subsequent Minor Subdivision.

VI. ADJACENT LAND USES

Land in all directions are subdivision lots, many of them greater than 20 acres in size.

VII. PUBLIC COMMENT

Public Comment will be taken at the November 29, 2022 public hearing and subsequent Planning Board Regular Business Meeting and Commissioner Meeting(s).

VIII. PROJECT BACKGROUND

This project is considered a major subdivision according to the Broadwater County Subdivision Regulations Section III-B. The parcel was originally created as Tract 2 of the previously approved Antelope Vista II Major Subdivision. That subdivision received final approval for twelve (12) lots, thereby making this proposed subsequent division of Tract 2 a major subdivision since more than the cumulative total of lots is greater than five (5) lots.

IX. STAFF ANALYSIS

Review is performed pursuant to the Montana Subdivision and Platting Act, Title 76, Chapter 3, Montana Codes Annotated, the 2021 Broadwater County Subdivision Regulations and the 2020 Broadwater County Growth Policy. The proposed preliminary plat, Antelope Vista II Tract 2 Major Subdivision, as submitted by the Subdivider, together with the required supplementary plans and information, appear to satisfy the requirements of these regulations and comply with the Broadwater County Growth Policy, with the suggested mitigating conditions.

X. CRITERIA FOR REVIEW:

In accordance with 76-3-608(3), MCA, a subdivision proposal must undergo review for impacts on the following primary criteria: 1. Agriculture; 2. Agricultural Water User Facilities; 3. Local services; 4. Natural Environment; 5. Wildlife and Wildlife Habitat; 6. Public Health and Safety; 7. Compliance with the County's Subdivision Regulations; 8. Compliance with Survey Requirements; 9. The provision of easements within and to the

proposed subdivision for the location and installation of any planned utilities; and 10. A provision for providing legal and physical access to each parcel within the proposed subdivision.

FINDINGS OF FACT AND CONCLUSIONS:

A. IMPACTS ON AGRICULTURE:

1. **DEFINITION OF AGRICULTURE:** Farming or ranching include the cultivation or tilling of the soil, the production, cultivation growing, harvesting of agricultural or horticultural commodities that are on site, such as food, feed, and fiber, the raising of livestock and poultry, bees, biological control insects, fruits and vegetables, and sod, ornamental, nursery, and horticultural crops, and including timberlands and forest lands. *Broadwater County Subdivision Regulations, Definition 3.*
2. **NARRATIVE:** According to the preliminary plat application, none of this property is considered prime farmland even if irrigated. Currently the property sustains light grazing of cows, but the proposed use of Tract 2A will remain the same.
3. **FINDING:** This proposed subdivision could have an effect on agricultural productivity since some of the land is being removed from agriculture. However, the subdivision should not have impacts on any neighboring agricultural properties due to the proximity to adjacent subdivided lands and the relatively large size of the parcels being proposed.

Per Chapter V-A of the Broadwater County Subdivision Regulations, all subdivisions must be designed and developed to provide satisfactory building sites that properly relate to topography, and must, to the extent possible, preserve the natural environment.

The proposed subdivision property is generally level and thus provides good building sites that will minimize the flow of stormwater and therefore minimize soil erosion that might occur due to the construction of buildings and associated infrastructure, which could negatively affect agriculture.

Conditions of approval for the proposed subdivision will require a Noxious Weed Management Plan be on file and recorded with the final plat; Restrictive covenants providing notice of agricultural operations in the vicinity; That the property shall be maintained in a weed-free manner; and restraining domestic pets on the property. Other conditions of approval will provide the opportunity to financially guarantee any improvements required by the Weed Management Plan.

Conditions of Approval Numbers 10, 12-c, 12-g, 12-h and 13 are required to mitigate impacts on agriculture. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts to agriculture, as set forth in the Findings of Fact, will be

mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

B. IMPACTS ON AGRICULTURAL WATER USER FACILITIES:

1. DEFINITION OF AGRICULTURAL WATER USER FACILITIES: Those facilities which provide water for irrigation or stock watering to agricultural lands to produce agricultural products. Any part of an irrigation system historically used to produce an agricultural product on property used for agricultural purposes. These facilities include, but are not limited to, ditches, head gates, pipes and other water conveying facilities. *Broadwater County Subdivision Regulations, Definition 5.*
2. NARRATIVE: The proposed subdivision will create one additional residential lot.
3. FINDINGS: The proposed subdivision property does not have any irrigation ditches, canals or other water user facilities on the parcel. (*Source: Environment Assessment*)

Conditions of Approval Numbers 12-c, 12-g, 12-h and 13 are required to mitigate impacts on agricultural water user facilities. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts to agricultural water user facilities, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

C. IMPACTS ON LOCAL SERVICES:

1. DEFINITION OF LOCAL SERVICES: All services or facilities local government is authorized to provide that benefit their citizens, such as water supply, sewage disposal, law enforcement, fire protection, emergency services, transportation system, educational system, noxious weed control, as well as services that local government does not provide such as power, telephone, state highways, etc. *Broadwater County Subdivision Regulations, Definition 34.*
2. NARRATIVE: The proposed subdivision will be accessed from an existing subdivision access road via Price Road, a county road. It is within the jurisdiction of the Broadwater County Sheriff's Office and the Three Forks School District. Fire protection will be offered by the Three Forks Fire District.
3. FINDINGS:
 - a. SOLID WASTE:
Individual lot owners will haul their solid waste to the Logan Landfill or they will have the option of hiring an independent contractor to pick up their solid waste. (*Source: Environmental Assessment*)

b. MAIL DELIVERY:

It is anticipated that mail will be delivered by the United States Postal Service and plans for any mail receptacles on-site are subject to review and approval by the Three Forks Post Office. (*Source: Environmental Assessment*)

c. UTILITIES:

It is anticipated that Vigilante Electric will provide electrical service to the proposed subdivision. Future dry utilities are anticipated to be installed underground. (*Source: Environment Assessment*)

d. ROADS AND TRAFFIC:

No transportation plan has been officially adopted for this area. One road within the proposed subdivision intersects with Price Road, a county road. The proposed development is not anticipated to cause a significant impact to the roadways.

The estimated Average Daily Trips (ADT) for two (2) residential lots is sixteen (16) ADT. A Preliminary Engineering Report (PER) will need to be prepared and certified by an engineer licensed in the State of Montana to determine estimated costs of improvements necessary to make 'Vista Drive' meet or exceed the Broadwater County Road Standards.

A Rural Improvement District or Special District or Property Owners Association or a Road User Agreement should be set up to assist in funding on-going road maintenance within the proposed subdivision.

e. SCHOOLS:

The proposed subdivision is served by the Three Forks School District and the subdivision could potentially produce 3 students. The potential for new students from this development could have an impact on existing bus routes which may need to be altered once the subdivision is at full build-out. (*Source: Environmental Assessment; Application for Preliminary Plat*)

f. EMERGENCY SERVICES:

The proposed subdivision is within the Broadwater County Sheriff Department's jurisdiction. Due the rural nature of this subdivision, response times for emergency services could be longer than expected. (*Source: Environmental Assessment; Application for Preliminary Plat*)

g. FIRE SERVICES

The proposed subdivision is located within the Three Forks Fire District. The nearest firehouse is Three Forks Fire Station, an unmanned, volunteer fire house. The Subdivider will need to propose a fire protection plan for review and approval by the Three Forks Fire District. (*Source: Environmental Assessment; Application for Preliminary Plat, Affected Agencies Correspondence*)

Conditions of Approval Numbers 3, 6, 7, 8, 9, 11, 12-b, 14 and 15 are required to mitigate impacts on local services. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts to local services, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

D. IMPACTS ON THE NATURAL ENVIRONMENT

1. **DEFINITION OF NATURAL ENVIRONMENT:** The natural environment is defined as the physical conditions which exist within a given area, including land, air, water, mineral, flora, fauna, sound, light, and objects of historic and aesthetic significance. *Broadwater County Subdivision Regulations, Definition 47.*
2. **NARRATIVE:** According to the preliminary plat application each lot will have buildable areas with slopes less than 15%. No rock outcroppings were identified by the Subdivider. There are no marsh, shrub or forestlands located on the property. There are sparse trees and vegetation cover. The proposed subdivision is outside of the FEMA mapped 100-year floodplain. A sixty (60) foot wide drainage easement is shown on the preliminary plat crossing both Tract 2A and Tract 2B. The one additional homesite will be located well away from the drainage easement.
3. **FINDINGS:** Future lot owners will need to adhere to the sixty (60) foot setback requirements and install appropriate size culverts if necessary.

Per Chapter V-B of the Broadwater County Subdivision Regulations, the design and development of subdivisions must provide satisfactory building sites which are properly related to topography, and must, to the extent possible, preserve the natural environment.

The proposed subdivision property is generally level and thus provides good building sites that will minimize the flow of stormwater and therefore minimize soil erosion that might occur due to the construction of buildings.

All grading, drainage and erosion control shall be in compliance with Chapter V-J of the Broadwater County Subdivision Regulations.

According to the preliminary plat application post development generated stormwater will be detained within the subdivision boundaries. A stormwater pollution prevention plan will be implemented and will remain in effect during the construction phase of this project and until disturbed soils are properly stabilized. The grading and drainage plan will be provided for review to the MT Department of Environmental Quality.

Per Chapter V-R of the Broadwater County Subdivision Regulations, a Weed Management Plan shall be approved by the Broadwater County Weed Board prior to the subdivision application being considered complete.

A Noxious Weed Management Plan has been completed by the developer, submitted, and approved by the Broadwater County Weed Coordinator and the Broadwater County Weed Board. No critical plant species have been identified. Existing vegetation will only be disturbed for necessary construction of roads, driveways, utilities and structures. Any construction disturbance will be reseeded with an approved grass seed mix. A Weed Management Plan has been approved by the Broadwater County Noxious Weed District to control and prevent the growth of noxious weeds. The Subdivider will be responsible for adhering to the Weed Management Plan until all lots are sold or the responsibility is turned over to a homeowners' association. (*Source: Environmental Assessment; Application for Preliminary Plat: Item 28—Weed Management Plan*).

A letter was received from the Montana Historical Society (MHS) on April 5, 2022, to determine if there are any known historical, cultural or archaeological sites which may be affected by the proposed development. According to Damon Murdo, MHS Cultural Records Manager, there have not been any previously recorded sites within the designated area. (*Source: Application for Preliminary Plat: Item - 32, Letter from Damon Murdo dated April 5, 2022*)

Conditions of Approval Numbers 10, 12-c and 14 are required to mitigate impacts on the natural environment. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts on the natural environment, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed

E. IMPACT ON WILDLIFE AND WILDLIFE HABITAT

1. **DEFINITION OF WILDLIFE AND WILDLIFE HABITAT:** Those animals that are not domesticated or tamed, or as may be defined in a Growth Policy; and The place or area where wildlife naturally lives or travels through. *Broadwater County Subdivision Regulations, Definitions 84 and 85.*
2. **NARRATIVE:** Wildlife such as deer, coyote, fox, gopher, bull snakes, rattlesnakes, robins, meadowlark and hummingbirds occasionally utilize the proposed subdivision. However, there should be no displacement of wildlife since the surrounding area is residential and only one new residence is being added. (*Source: Environmental Assessment*)
3. **FINDINGS:** The impacts on wildlife habitat will be negligible based upon the

surrounding uses. Landowners are encouraged to install wildlife friendly fencing, contain domestic animals, and secure solid waste to reduce wildlife incidents whenever possible. (*Source: Environmental Assessment*)

Conditions of Approval Number 12-c and 12-h are required to mitigate impacts on wildlife habitat. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts to wildlife habitat, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

F. IMPACT ON PUBLIC HEALTH AND SAFETY:

1. **DEFINITION OF PUBLIC HEALTH AND SAFETY:** The prevailing healthful, sanitary condition of well-being for the community at large. Conditions that relate to public health and safety include but are not limited to disease control and prevention; emergency services; environmental health; flooding, fire or wildfire hazards, rock falls or landslides, unstable soils, steep slopes, and other natural hazards; high voltage lines or high pressure gas lines; and air or vehicular traffic safety hazards. *Broadwater County Subdivision Regulations, Definition 59.*
2. **NARRATIVE:** The proposed subdivision will be served by on-site wells. Each lot will have its own wastewater system and well. A sixty (60) foot wide drainage easement travels north to south along the eastern boundary of Tract 2A and Tract 2B.
3. **FINDINGS:**

a. WATER SUPPLY:

The proposed subdivision is not within the service area of a public water system. The proposed lots will be served by individual on-site water wells, drilled into each lot, according to the Preliminary Plat Application. Tract 2A has an existing domestic well that serves the homesite. Each lot will have an estimated total domestic volume of use of 10-acre feet/year. The use of these exempt wells is subject to review and approval by the DNRC and DEQ. (*Source: Application for Preliminary Plat: Item – 30, Sanitation Requirements*)

Well Log data in the vicinity of the subdivision was provided in the preliminary plat application. Average depth of the five wells sampled is two-hundred eleven (211) feet deep and static water level averages fifty-nine (59) feet. Yield average is seventeen (17) gallons per minute. (*Source: Application for Preliminary Plat: Item – 30, Sanitation Requirements, Well Logs*)

b. WASTEWATER

Wastewater for the proposed subdivision will be provided by the use of individual on-site wastewater treatment systems (septic drain fields). The MT Department of Environmental Quality will review and issue approval for the lots for adequacy and

impact of the wastewater systems on groundwater quality and will issue a determination of non-significant impacts in a Certificate of Subdivision Approval. There is an existing drainfield on Tract 2A serving the existing homesite. (*Source: Application for Preliminary Plat: Item – 30, Sanitation Requirements*)

c. **STORMWATER**

A stormwater retention plan will be created with concurrence by the MT Department of Environmental Quality prior to final plat approval.

Conditions of Approval Numbers 8, 12-c, 12-d, 12-e, 12-f and 14 are required to mitigate impacts on public health and safety. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts on public health and safety, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

G. COMPLIANCE WITH SUBDIVISION REGULATIONS

1. **FINDINGS:** The proposed subdivision meets all Subdivision Regulations, and it will remain in compliance with these regulations if all conditions of approval are satisfied. No variances have been requested.

All conditions of approval are required to address compliance with the Subdivision Regulations. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: Compliance with subdivision regulations, as set forth in the Findings of Fact, will be addressed by the imposed Condition of Approval, based upon the record, when satisfactorily completed.

H. COMPLIANCE WITH SURVEY REQUIREMENTS

1. **FINDINGS:** A land survey and plat completed by a registered land surveyor in the state of Montana will need to be prepared. A review of the plat by the Community Development Department and the Examining Land Surveyor at the time of final plat application will ensure that the plat conforms to all conditions of approval, plat rules and regulations.

Condition of Approval number 2 and 11 are required to address compliance with survey requirements. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: Compliance with survey requirements, as set forth in the Findings of Fact, will be addressed by the imposed Condition of Approval, based upon the record, when satisfactorily completed.

I. PROVISION OF EASEMENTS WITHIN AND TO THE PROPOSED SUBDIVISION

FOR THE LOCATION AND INSTALLATION OF ANY PLANNED UTILITIES

1. FINDINGS: Utility easements will have to be shown and described on the plat, in accordance with the Subdivision Regulations and in consultation with the utility providers, where utilities are or will be installed, and where necessary for the future extension of services.

Conditions of Approval number 11 is required to address the provision of easements within and to the proposed subdivision for the location and installation of planned utilities. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The provision of easements within and to the proposed subdivision for the location and installation of any planned utilities, as set forth in the Findings of Fact, will be addressed by the imposed Condition of Approval, based upon the record, when satisfactorily completed.

J. PROVISION OF LEGAL AND PHYSICAL ACCESS TO EACH PARCEL WITHIN SUBDIVISION

1. FINDINGS: Legal and physical access to Tract 2A is via an existing forty (40) foot wide easement along the west boundary of Tract 1 of the Antelope Vista II Subsequent Minor Subdivision to Price Road, a county road. Tract 2B will have access via the existing Vista Drive which is a subdivision road dedicated to the public on the Antelope Vista II Subsequent Minor Subdivision plat. A culvert or bridge will need to be installed across the sixty (60) drainage easement to access the building site on Tract 2B from Vista Drive.

A condition of approval will require the Subdivider to install an appropriately sized culvert or bridge across the sixty (60) foot easement on Tract 2B.

Conditions of Approval Numbers 5, 6 and 11 are required to address the provision of legal and physical access to each parcel within the proposed subdivision. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The provision of legal and physical access to each parcel within the proposed subdivision as set forth in the Findings of Fact, will be addressed by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

IX. RECOMMENDED CONDITIONS

The Antelope Vista II- Tract 2 Subsequent Minor Subdivision is recommended for approval with the following conditions:

1. Any and all adopted State and County requirements and standards which apply to this proposed subdivision must be met unless otherwise waived for cause by the governing

body. **(Mitigates Findings of Fact under “Compliance with Subdivision Regulations”)** *(Section 76-3-608, MCA; Chapter I, County Subdivision Regulations.)*

2. The Subdivider will be required to submit the preliminary and final plat drawings in electronic format to Broadwater County in ARCGIS, AutoCAD or Microstation format. Additional materials may be requested by the County in electronic format to facilitate review of application materials. **(Mitigates Findings of Fact under “Compliance with Survey Requirements”)** *(Chapter II and Appendix Q, County Subdivision Regulations)*
3. Prior to submission of a final plat application, the applicant shall submit plans for wastewater treatment and water supply systems to the Montana Department of Environmental Quality (DEQ) for review and approval. The applicant shall submit documentation to the Broadwater County Community Development Department from DEQ verifying their review and approval. All specifications and requirements of the approved plans that are required to be completed prior to final plat approval, shall be met at the cost of the applicant. **(Mitigates Findings of Fact under “Impacts on Water and Wastewater under Local Services”)** *(Sections 76-4-101, et.seq., MCA; Sections 17.36.101, et.seq., ARM; Sections 76-3-102(4), 504(1)(g)(iii), and 608(3)(a), MCA; Chapters I.C.7, 8, 9, 10, 11 and V-C, V-K and V-L, Broadwater County Subdivision Regulations)*
4. Prior to final plat approval, the subdivider shall demonstrate that each lot within the proposed subdivision abuts a public road or has obtained adequate and appropriate easements across all necessary properties, from a public road to each lot in the subdivision, whether a road has been constructed on that property and has dedicated the easement or private road for public use or for the use of the subdivision. **(Mitigates Findings of Fact under “The provision of legal and physical access to each parcel within the proposed subdivision”)** *(Chapter V-H and Definitions – 1, Broadwater County Subdivision Regulations)*
5. The culvert or bridge crossing the sixty (60) foot drainage easement must be installed and appropriately sized and designed to specifications which meet or exceed Broadwater County Design and Improvement Standards. The purpose of the culvert is to convey traffic safely to the home site. The culvert used shall be purchased and installed following the manufacturer’s specifications for loads consistent with deliveries of building materials and heavy vehicle trips. **(Mitigates Findings of Fact under “The Provision of Legal and Physical Access to each parcel within the proposed subdivision”)** *(Chapter I-C-x, Broadwater County Subdivision Regulations)*
6. Plans for the location and installation of individual mailboxes shall be reviewed and approved by the United States Postal Service prior to installation. The Subdivider shall submit documentation from the United States Postal Service verifying their review and approval. When required, Subdivider shall provide an off-street area for mail delivery. The Subdivider, its successors and assigns shall be responsible for all costs associated with meeting this condition of approval. **(Mitigates Findings of Fact under “Impacts on Mail Delivery under Local Services”)** *(Sections 76-3-102(4), 76-3-501(1), and 76-*

3-608(3)(a) -(b); Chapter IV-A-7 b. 8, County Subdivision Regulations.)

7. Prior to submitting the final subdivision plat application, the applicant shall complete a Fire Protection Plan for the purpose of furthering fire protection. The Fire Protection Plan shall be created with concurrence by the Three Forks Fire District. **(Mitigates Findings of Fact under “Impacts on Emergency Services under Local Services and Impacts on Public Health and Safety”)** (Sections 76-3-102, 501, 504 and 608(3), MCA; Chapter V-Q, Broadwater County Subdivision Regulations)
8. Prior to any development and/or soil disturbance, the applicant shall submit a Subdivision Noxious Weed Management and Revegetation Plan for the proposed subdivision to the Broadwater County Weed District for review and approval. All specifications and requirements of the approved plan shall be met at the cost of the applicant. The applicant shall submit documentation to the Broadwater County Community Development Department from the Weed District verifying their review and approval. **(Mitigates Findings of Fact under “Impacts on Agriculture and Impacts on Natural Environment”)** (Sections 76-3-102(5 and 6), and 608(3)(a), MCA; Chapters I-C-9 and V-R, Broadwater County Subdivision Regulations)
9. The final plat shall be prepared in accordance with the applicable State survey requirements, Montana Subdivision and Platting Act survey requirements and the County Subdivision Regulations. The final plat shall be in substantial compliance with the plat and plans submitted for preliminary plat review, except as modified by these conditions. The final plat shall provide for the following: **(Mitigates Findings of Fact under “Impacts on mail Delivery, Utilities, Roads and Traffic under Local Services”, “Compliance with Survey Requirements, the provision of Easements within and to the Proposed Subdivision for the Location and Installation of any Planned Utilities and Provision of Legal and Physical Access to each Parcel within the Proposed Subdivision”)** (Section 76-3-102, 76-3-402, 76-3-501, 76-3-504, and 76-3-608(3), MCA; Rule 24.183.1107, ARM; Chapter II-F, County Subdivision Regulations)
 - a. All existing and proposed utility easements on the subject property;
 - b. All existing access and utility easements adjacent to the subject property;
and
 - c. All drainage easements.
10. The Book and Page reference to the restrictive covenants (filed with the County Clerk and Recorder) shall be indicated on the face of the final plat. In addition, restrictive covenants, revocable or alterable only with the consent of the Board of County Commissioners, shall be placed upon the property and shall provide for the following **(Mitigates Findings of Fact under all Review Criteria listed in the Staff Report)** (Section 76-3-608(3)(a), MCA; Chapters I and IV, County Subdivision Regulations)
 - a. Notice is hereby given that all lots shall be used for Residential purposes only per the subdivision application **(Mitigates Findings of Fact under**

- “Compliance with Subdivision Regulations”**) (Chapter I-C and III-A, Broadwater County Subdivision Regulations);
- b. Notice is hereby given that each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, waives the right to protest joining or the amendment of a Rural Improvements District for the installation, maintenance, preservation, and repair of the following: roads that provide access to the subdivision, stormwater improvements for the subdivision; fire protection improvements for the subdivision. **(Mitigates Findings of Fact under “Impacts on Roads and Traffic under Local Services”)** (Section 76-3-102(4), MCA; Chapter V-H-b, Broadwater County Subdivision Regulations)
 - c. Notice is hereby given that each lot shall be maintained in a weed-free manner and a Noxious Weed and Revegetation Plan has been prepared for the subdivision and is on file with the Broadwater County Clerk & Recorder’s Office. **(Mitigates Findings of Fact under “Impacts on Agriculture, Impacts on Agricultural Water Users, Impacts on the Natural Environment, Impacts on Wildlife and Wildlife Habitat and Impacts on the Public Health and Safety”)** (Sections 76-3-102 and 608(3), MCA; Chapters I-C-9 and V-R, Broadwater County Subdivision Regulations)
 - d. Notice is hereby given of the potential health risk from radon concentrations and that such risk can be evaluated through soil tests and mitigated through radon abatement techniques incorporated into structures. **(Mitigates Findings of Fact under “Impacts on Public Health and Safety”)** (Section 76-3-608(3)(a), MCA; Chapter I-C-10 and V-C, Broadwater County Subdivision Regulations)
 - e. Notice is hereby given that all structures within the subdivision should be constructed to specifications which meet or exceed equivalent provisions in the applicable State building code for this seismic zone (Zone 3). **(Mitigates Findings of Fact under “Impacts on Public Health and Safety”)** (Section 76-3-608(3)(a), MCA; Chapters I-C-10 and V-B, Broadwater County Subdivision Regulations)
 - f. Notice is hereby given of a restrictive covenant, binding the landowner, any heirs, successors and assigns, and all future owners of property within the subdivision, agreeing therein to hold Broadwater County harmless and indemnify Broadwater County from all claims, demands, obligations, suits, causes of action, damages, and liability, including the County’s costs and attorney’s fees, arising in any manner whatsoever out of, or relating to, the existence, use, operation, repair and/or maintenance of the following: **(Mitigates Findings of Fact under “Impacts on Public Health and Safety”)**(76-3-608(1) and (4), MCA; Chapter I-C-10, Broadwater County Subdivision Regulations)
 - i. Exposure to radon;
 - ii. Earthquake fault zone and any seismic activity; and
 - iii. Water availability
 - g. Notice is hereby given of the presence of agricultural operations in the vicinity and such operations may occur at varying times and seasons and include, but

are not limited to, the noises and odors due to the operation of machinery, the pasturing and feeding of livestock, irrigation, and the application of fertilizers, herbicides, and pesticides to fields. **(Mitigates Findings of Fact under “Impacts on Agriculture and Impacts on Agricultural Water User Facilities”)** (section 76-3-608-(3)(a), MCA; Chapter III-A-7-b, Broadwater County Subdivision Regulations)

- h. Notice is hereby given that domestic pets should be restrained on the property at all times **(Mitigates Findings of Fact under “Impacts on Agriculture, Impacts on Agricultural Water User Facilities, Impacts on Wildlife and Wildlife Habitat”)** (Section 76-3-608(3)(a), MCA; Chapter I-C and III-A-7, Broadwater County Subdivision Regulations)
- 11. The Subdivider shall include a notarized “Right to Farm” declaration with final plat affirming that “No agricultural or farming operation, place, establishment or facility or any of its appurtenances or the operation thereof is or becomes a public or private nuisance because of the normal operations thereof as a result of changed residential or commercial conditions in or around it locality of the agricultural or farming operation, place, establishment or facility has been in operation longer than the complaining resident has been in possession or commercial establishment has been in operation.” **(Mitigates Findings of Fact under “Impacts on Agriculture, Impacts on Agricultural Water User Facilities)** (Section 27-30-101, MCA and Chapter IV-A 20, County Subdivision Regulations.)
- 12. Prior to submitting the final plat, the following improvements shall be installed or otherwise guaranteed. **(Mitigates Findings of Fact under “Impacts on Utilities, Roads and Traffic, Mail Delivery, the Natural Environment and Public Health and Safety)** (Sections 76-3-507 and 76-3-608(3)(a), MCA and Chapter IV-A, County Subdivision Regulations)
 - a. Any necessary improvements required by the stormwater drainage plan, weed management plan, fire protection plan, or approach permits;
 - b. Installation of mail delivery facilities; and
 - c. Utilities abutting and available to each lot.
- 13. In cooperation with Broadwater County, the applicant shall create, or expand an existing Rural Improvement District for the maintenance, preservation and repair of the internal subdivision roads or expand or join a Property Owners’ Association or a Road User Agreement or Homeowners’ Association which provides for the maintenance of the internal subdivision road network. **(Mitigates Findings of Fact under “Impacts on Road and Traffic under Local Services”)** (Sections 7-11-1003, 76-3-102, 501, 504 and 608(3), MCA; Chapter V-H-b, Broadwater County Subdivision Regulations)
- 14. Prior to final plat approval the applicant shall:
 - a. Provide proof that all real property taxes and special assessments assessed and

levied on the property are paid for the current tax year; including any past delinquencies (**Mitigates Findings of Fact under “Compliance with the Subdivision Regulations”**) (Section 76-3-611(1)(b), MCA; Chapter III, Broadwater County Subdivision Regulations)

- b. Provide documentation showing that the applicant is the lawful owner of the property with the apparent authority to subdivide the same and showing the names of lien holders or claimants of record (**Mitigates Findings of Fact under “Compliance with the Subdivision Regulations”**) (Section 76-3-612, MCA; Chapter III, Broadwater County Subdivision Regulations)

DATED this _____ day of _____, 2023

BROADWATER COUNTY COMMISSION

ATTEST:

Debi Randolph, Chairperson

Angie Paulsen, Clerk & Recorder

Darrel Folkvord

Lindsey Richtmyer

DEFINITIONS

Whenever the following words or phrases appear in these regulations, they shall have the meaning assigned to them by this section. When not inconsistent with the context, words used in the present tense include the future; the singular, unless otherwise specifically defined in a particular section, includes the plural, and the plural the singular; the word “shall” is always mandatory, and the word “may” indicates use of discretion in making decisions.

1. ACCESS (LEGAL AND PHYSICAL):

a. Legal access means that each lot in a subdivision either abuts a public ~~(city, county, state, or federal)~~ street or road, or that the subdivider has obtained adequate and appropriate easements across all necessary properties, from a public road to each lot in the subdivision, whether a road has been constructed on that property and has dedicated the easement or private road for public use or for the use of the subdivision.

b. Physical access means that a street or road conforming to the subdivision design standards provides vehicular access to each lot in the subdivision, either from a public street or road, from a road constructed to local road standards in the obtained easements which is dedicated to public use, or from a private road improved to local road standards which has been dedicated to public use or for the use of the subdivision.

Notice is hereby given that the Broadwater County Commissioners will be taking comments on the amendment to the Broadwater County Subdivision Regulations. A public hearing will be held on Monday, January 9, 2023 at 10:00am in The Flynn Building located at 416 Broadway Street, Townsend. This notice is being posted according to 76-3-503, MCA.

Anyone wishing to review the proposed amendment is encouraged to stop at the Clerk and Recorder's Office in Townsend to review the same.

Documents will also be available to view online at

www.broadwatercountymt.com Written comments are also being accepted.

Broadwater County Planning Board

Publish – December 14, 2022

ROAD USE AND MAINTENANCE AGREEMENT

THIS ROAD USE AND MAINTENANCE AGREEMENT ("**Agreement**") is entered into as of this ____ day of [*insert month*], 2022 ("**Effective Date**") by and between **Broadwater County, Montana**, whose address for purposes of this Agreement is 515 Broadway St., Townsend, MT 59644 ("**County**") and **Trident Solar I, LLC**, a Montana limited liability company, whose address for purposes of this Agreement is Gallatin Power Partners, LLC 270 W Kagy Blvd., Suite E, Bozeman, MT 59715 ("**Solar Operator**"). County and Solar Operator are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Solar Operator is evaluating and may be developing a 160 MWdc commercial solar electrical generation and storage facility ("**Project**") on a site located in Broadwater County, Montana that is depicted on Exhibit A and that consists of approximately 800 acres of land (the "**Project Site**");

WHEREAS, Solar Operator may be pursuing the necessary approvals to build, operate and maintain the Project;

WHEREAS, in connection with the potential construction, operation and maintenance of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by the County which are identified on **Exhibit A** (collectively, the "**Roads**") over which it would be necessary for Solar Operator and Solar Operator's Representative(s) to, among other things: (i) transport heavy equipment and materials which may be in excess of local design limits of certain Roads, (ii) transport locally sourced materials, such as concrete and gravel, on the Roads; (iii) make specific modifications and improvements (both temporary and permanent) to the Roads (including various associated culverts, bridges, road shoulders, ingress and egress points, and other improvements) to permit personnel, equipment and materials to pass; and (iv) place overhead and underground electrical and communication cables (collectively "**Cables**") for the Project adjacent to, along, under or across such Roads; and,

WHEREAS, Solar Operator and the County wish to set forth their understanding and agreement relating to the use of Roads during the construction and operation of the Project.

NOW, THEREFORE, in the event Operator elects to proceed with the development and construction of the Project, and in consideration of the mutual terms and conditions set forth in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. Solar Operator will undertake the following activities in accordance with the terms of this Agreement:

a. Within fifteen (15) days following the Effective Date of this Agreement, designate a company representative with authority to represent Solar Operator;

b. Prior to construction of the Project, provide the County with a preliminary site plan identifying general solar panel locations, site access points, and road crossings, to be attached as **Exhibit B**, along with the preliminary transportation routes for the Project equipment attached as **Exhibit C**, subject to amendment;

c. Solar Operator agrees to reimburse the County for one-half of the cost attributable to the County's annual or biannual (as necessary in the County's reasonable determination) application of ~~magnesium-chloride~~ dust control road products to those portions of the gravel road(s) depicted on **Exhibit A**;

d. Notify the County in advance of all oversize transportation to and from the Project Site;

e. Provide at least 48 hours ~~reasonable~~ advance notice to the County when it is necessary for a Road to be closed due to reasons relating to the construction of the Project;

f. Provide signage of all road closures and work zones in compliance with all applicable or communicated County Road standards;

g. Bear the costs attributable to a single chip seal of those portions of Old Town Road and Eustis Road depicted on **Exhibit A**;

h. Procure and haul gravel necessary to improve that portion of Eustis Road depicted on **Exhibit A**. Solar Operator shall procure and haul enough gravel to guarantee a layer of gravel of at least four (4) inches in depth and up to [] ~~twenty-four (24)~~ feet in width; and

i. Perform emergency repairs to damages to the Roads that are caused by Solar Operator. The County shall inform the Solar Operator of required emergency repairs and the repairs shall be accomplished as soon as reasonably possible. All costs of the emergency repairs to damages to the Roads caused by Solar Operator shall be paid for by Solar Operator. If emergency repairs to the Roads cannot be performed by Solar Operator in a reasonable timeframe, the County may make the necessary repairs and bill the Solar Operator the cost of the repairs to the Roads.

2. The County, in accordance with the terms of this Agreement, agrees that it shall:

a. Within fifteen (15) days following the Effective Date of this Agreement, designate a County representative with authority to represent the County;

b. Timely perform routine and regular maintenance of the Roads, including grading, striping, routine signage, and regularly scheduled maintenance and repair;

c. Timely review and approve all Project-related access points and road crossings, which are submitted by Solar Operator in the locations set forth on **Exhibits B and C**;

d. Timely review and approve plans for all Project-related encroachments on County rights-of way, which are submitted by Solar Operator in the locations set forth on **Exhibits B and C**;

e. Authorize the designated County representative to review and approve on behalf of County to revisions to **Exhibits B and C** and the final location of Road crossings, access points, and utility encroachments as revisions are submitted to the County by or on behalf of Solar Operator;

f. The County shall hold a competitive bid process to identify a contractor able to perform the chip seal services described in Section 1(g), above. County shall invite Solar Operator to monitor and evaluate the competitive bid process; and

g. The County shall spread the gravel and make the necessary improvements along Eustis Road described in Section 1(h), above. ~~However, if Solar Operator determines the Projects construction requires it, Solar Operator may perform said services; provided, all applicable or communicated County Road standards are met.~~

3. Routing and Access Approval. As soon as practical after execution of this Agreement and as necessary throughout the construction of the Project, Solar Operator and County shall meet to discuss routing for the transportation of equipment to the Project, Project-related access points, road crossings and Cable locations and the County shall review and approve the same in accordance with Section 2.

4. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions.

a. Indemnity. Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party and such other Party's mortgagees, lenders, officers, employees and agents (the "**Indemnified Party**") against any and all losses, direct or indirect damages (including consequential damages), claims, expenses, and other liabilities, including, without limitation, attorneys' fees, resulting from or arising out of (i) any negligent act or negligent failure to act on the part of the Indemnifying Party or anyone else engaged in doing work for the Indemnifying Party, or (ii) any breach of this Agreement by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by any negligent or willful act or omission on the part of the Indemnified Party.

b. Limitations of Liability. In no event shall Solar Operator or any of its members, officers, directors or employees or the County or any of its Boards, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any other party or their contractors, suppliers, employees, members and

shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.

5. Road Crossings.

a. Underground Crossings: Solar Operator may install Cables and wires underneath Roads, subject to the following:

i. Solar Operator will cut an "open trench or bore" across the Road, and the trench will be backfilled and compacted to ninety-five (95) percent after installation is completed. Roads will remain open to traffic at all times.

ii. Prior to construction, Solar Operator will identify each boring or cut across a Road by general location and also by centerline coordinates, via written notice to the County.

iii. Solar Operator will submit a single notice form for all of the "open trench" underground crossing locations.

iv. Solar Operator will erect permanent markers indicating the presence of the Cables and install tape in any trench in which Solar Operator has placed or will place Cables in a County right-of-way. Cables may cross a road, in which case, these Cables will be bored under the road, buried at a minimum depth of forty-eight (48) inches below the road surface.

b. Overhead Crossings. Solar Operator may install an overhead transmission line across any Road, subject to the following:

i. Overhead transmission lines crossing any Roads will be designed, constructed, installed, maintained, operated, and removed in accordance with National Electric Safety Code (NESC) and any other applicable state or federal rules, regulations, or guidelines governing the clearance requirements above the roadway.

ii. If requested by the County, Solar Operator will submit a single permit form for all transmission line poles and overhead crossings to be located in the Road right of way and must be as close to the edge of right of way as possible.

6. Miscellaneous.

a. Remedies and Enforcement. The Parties acknowledge that money damages would not be an adequate remedy for any breach or threatened breach of this Agreement. Each of the Parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "**Defaulting Party**"), which default is not caused by the Party seeking to enforce said provisions (the "**Non-Defaulting Party**") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right

to seek specific performance and/or injunctive relief to remedy or prevent any breach or threatened breach of this Agreement. The remedies of specific performance and/or injunctive relief shall be exclusive of any other remedy available at law or in equity.

b. Due Authorization. Solar Operator hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Solar Operator. The County hereby represents, and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.

c. Severability. If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable a provision shall be deemed added as may be possible to accurately reflect the intentions of the Parties and so as to make the unenforceable provision legal, valid, and enforceable.

d. Amendments. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by both Parties to this Agreement.

e. Notices. All notices shall be in writing and sent (including via facsimile transmission) to the Parties hereto at the addresses set forth in the preamble (or to such other address as either such Party shall designate in writing to the other Party at any time).

~~f. Assignment. Solar Operator shall have the right to assign this Agreement to one or more third parties or to Solar Operator's affiliates without the need for consent, including without limitation by way of a collateral assignment to one or more secured financing parties. [A]~~

~~g.f.~~ Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by e-mail shall be as effective as delivery of an originally signed counterpart to this Agreement.

~~h.g.~~ Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Montana, irrespective of any conflict of laws provisions. Both Parties desire that the transactions contemplated hereby be effected and carried out in a manner that is in compliance with all laws.

~~i.h.~~ Successor and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees, and legal representatives.

~~j.i.~~ Invalid Terms. If any Term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining Terms of this Agreement, which shall continue in full force and effect.

k.j. Waiver. Failure of County or Solar Operator to insist on strict performance of any of the conditions or provisions of this Agreement, or to exercise any of their rights hereunder, shall not waive such rights.

k. Approval. Whenever in this Agreement the approval or consent of either County or Solar Operator is required or contemplated, unless otherwise specifically stated, such approval or consent shall not be made the subject of a demand for additional compensation, nor otherwise unreasonably conditioned, withheld or delayed.

l. Litigation. In any litigation arising from or related to this Agreement, the Parties hereto agree that each party will pay their own costs and attorney fees.

~~m. Litigation. In any litigation arising from or related to this Agreement, the Parties hereto each hereby knowingly, voluntarily and intentionally waive the right each may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement.~~

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives.

Solar Operator:

Trident Solar I, LLC
a Montana limited liability company

By: _____
Name: _____
Title: _____

County:

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
[insert Clerk's name], County Clerk

Approved as to Form:

By:

[insert County Attorney's Name]

County Attorney

EXHIBIT A

“Roads”

EXHIBIT B

Preliminary Site Plan

EXHIBIT C

Preliminary Transportation Route

Exhibit A:

Broadwater County "Road Use and Maintenance Agreement" with Trident Solar I, LLC



End gravel work on Eustis Rd

Start chipseal on Old Town Rd

End chipseal Eustis Rd / Start gravel work on Eustis Rd

End chipseal on Old Town Rd / Start chipseal Eustis Rd



1 mi

November 28, 2022

Darrel Folkvord, Chairman
Debi Randolph, Vice Chairman
Mike Delger
Broadwater County Courthouse
515 Broadway St.
Townsend, MT 59644

Subject: Fee Proposal – Broadwater County Emergency Services Facility Preliminary Architecture Report (PAR)

Commissioners:

Enclosed please find our professional fee proposal for the Broadwater County Emergency Services Facility Preliminary Architecture Report (PAR). We look forward to the opportunity to continue working with you on this well-deserved project!

The scope of services and associated fee amount outlined ensure adequate time is applied to each area of work and all aspects of the CDBG/USDA compliant PAR following CDBG/USDA requirements which also includes the environmental checklist process. Following prioritization of key deciding factors and the approval of the PAR, we will be able to outline a clear definition of work necessary to assist with the design and construction of the facility.

We look forward to partnering with the Commission, the users and the people of Broadwater County to begin to bring the Broadwater County Emergency Services Facility to reality. If you have any questions, please do not hesitate to contact me at 406.457.0360 and/or scottc@slatearch.com.

Sincerely,
Slate Architecture



Scott W. Cromwell, NCARB, AIA, LEED AP^{BD+C}
Principal Architect





Project Description:

This Preliminary Architecture Report (PAR) will investigate the newly selected location for the Broadwater County Emergency Services Facility near Three Forks. The new facility will house the fire department, ambulance, search & rescue operations and a satellite sheriff's office. Other spaces include a training room/day room, offices, living/dining/kitchen, two (2) bedrooms, toilet rooms, laundry, decontamination, evidence storage, storage rooms and two (2) holding cells. This project will also include a helipad. Wise selections of low maintenance exterior materials and durable interior finishes will help keep overall maintenance costs low. Planning for the addition of a photovoltaic array (solar panels) and simple, efficient mechanical systems allows for a decrease in energy consumption and will keep operating costs at bay.

Site selection has taken place.

We will begin the PAR process with an in-depth **brainstorming workshop** (often referred to as a 'charrette') to assist the Committee and Public with programming for their future needs. Once these programs are identified, a complete list of needs and wants is created based on the available budget. With the user's assistance, we are able to come up with a very thorough program that allows the project to move into schematic design in order to develop floor plans and 3D imagery.

As part of the PAR, general discipline focuses are:

- Structural – Provide narratives and estimate of probable cost of construction cost estimates for new emergency services facility. Engineers will also assist us with construction type options (wood frame, pre-engineered metal building, etc...)
- Civil – verify existing grading and impacts to existing site with a site grading narrative. Also verification of utilities and all costs associated with new facilities.
- Architectural – Provide options for new facility schematic plans for Committee and Commissioner review. Estimates of probable cost of construction will also be provided and will include priorities for construction of the new concept(s).
- M/E/P – Provide building service options with cost estimates for new facility.

Project Scope:

The scope of this proposal consists of providing professional Architectural, Structural, Mechanical, Plumbing and Electrical Engineering PAR/schematic design services for the above-described project.



Scope of Services:

On-Site Charrette – Townsend (or on site at a location TBD)

- Review opportunities for use of the new facility with the Committee and Commissioners;
- Develop Program with lists of Needs and Wants;
- Confirm existing civil/site constraints and plan for new facility;
- Review new site for new construction (confirm extent of infrastructure available);
- Develop schematic floor plans and elevations;
- Total of one (1) trip for public meetings during this phase to brainstorm ideas with the Committee, Commissioners and Public

Schematic Program Finalization for PAR

- Refine all floorplans, elevations;
- Define basic interior materials and systems to be utilized;
- Define/coordinate all structural systems required;
- Define/coordinate all mechanical, electrical and plumbing systems necessary;
- Develop a site plan for use with establishing access and infrastructure;
- Narrative description to include proposed grading and drainage and stormwater management, water system, wastewater connections and wastewater treatment, and reclaimed water usage for irrigation, fire sprinklers, and other non-potable uses. WWC will also
- Provide flows and pressures for reclaimed water system for preliminary review of the fire protection by the MEP;
- Create environmental checklist;
- Estimate of Probable Cost of Construction Cost Estimate (based on schematic design conditions);
- Total of one (1) meeting during this phase to review findings and present to the Committee, Commissioners and Public.


Project Fee:

Slate Architecture proposes a lump sum fee of **\$58,090.00** based on the above project scope. The proposed start date is immediate. Refer to attached Exhibit A for full details of Task Order breakdown.

Any additional option services, agreed to in writing, will be invoiced at the following hourly rates:

Managing Principal	\$175.00/hour
Principal Architect	\$150.00/hour
Project Architect	\$130.00/hour

Architectural and Engineering Services Distribution Chart

Architectural and Engineering Services Distribution Chart					
	Broadwater County Emergency Services Facility Preliminary Architecture Report Three Forks, MT				Exhibit A November 28, 2022
	Task Orders	Task	Team Lead	Hours/Task	Task Cost
Task Order #1 - Problem Definition	1A	Describe and Document the Need for the Project & the Problems to be Solved			
	1	Health and Safety	Tim Leinonen / Scott Cromwell	2	\$260.00
	2	Facility Operation & Maintenance (O&M)	Tim Leinonen / Scott Cromwell	1	\$150.00
	3	Growth	Scott Cromwell	1	\$130.00
	1B	Identify the Planning and Service Area, Including the Existing Location and Potential, Alternate Locations of the Facility			
	1	Location	Scott Cromwell	8	\$1,040.00
	2	Environmental Resources Present	Tim Leinonen	2	\$300.00
	3	Growth Areas and Projected Population Trends	Broadwater Co.		\$0.00
	1C	Evaluate the Condition of the Existing Facility Use (If applicable)			
	1	History	Broadwater Co.		\$0.00
	2	As Built Plans and Building Scan	Seth Varty	8	\$960.00
	3	Condition of Facilities	Scott Cromwell	1	\$130.00
	4	General Design Requirements for Improvements	Scott Cromwell	12	\$1,680.00
	Task Order #1 TOTAL				\$4,650.00
Task Order #2 - Alternative Analysis	2A	Description of Alternative Solutions			
	1	Rehabilitation or Alteration of Existing Buildings	Scott Cromwell	1	\$140.00
	2	New Construction/Building Sites	Scott Cromwell / Seth Varty	20	\$2,600.00
	2B	Regulatory Compliance and Permits			
			Tim Leinonen	4	\$600.00
	2C	Land Acquisition Issues			
			Slate/Broadwater Co.	0	\$0.00
	2D	Environmental Considerations			
	1	Potential Environmental Impacts	Civil Eng / Tim Leinonen	4	\$520.00
	2	Mitigation	Scott Cromwell	4	\$560.00
	3	Correspondance	Kelly Axtman	4	\$600.00
	4	Exhibits/Maps	Tim Leinonen	8	\$960.00
	2E	Construction Problems			
			Tim Leinonen	8	\$1,040.00
	2F	Cost Estimates for each Alternative			
	1	Project Costs	Tim Leinonen	12	\$1,800.00
	2	Projected Annual Operation & Maint. Costs	Scott Cromwell	12	\$1,920.00
	Task Order #2 TOTAL				\$10,740.00
Task Order #3 - Selection of the Preferred Alternative	3A	Analysis of Alternative Solutions/Design Issues			
			Kelly Axtman / Scott Cromwell	24	\$3,120.00
	3B	Site Location and Characteristics			
			Civil Eng / Scott Cromwell	4	\$560.00
	3C	Preliminary Architectural Plans			
			Seth Varty	64	\$8,320.00
	3D	Operational Requirements			
			Tim Leinonen / Scott Cromwell	12	\$1,800.00
	3E	Project Cost Summary/Project Cost Estimate			
		Project Cost Estimate	Tim Leinonen / Scott Cromwell	8	\$1,200.00
		Annual Operating Budget	Broadwater Co. / Slate Arch	12	\$1,560.00
	Task Order #3 TOTAL				\$16,560.00
Task Order #4 - Conclusions and Recommendations	4A	Conclusions and Recommendations			
			Scott Cromwell	40	\$6,400.00
	Task Order #4 TOTAL				\$6,400.00

Slate Architecture	276	\$38,350.00
Survey (already completed by developer for County's use)		\$0.00
Civil Engineering - WWC Engineering		\$5,500.00
Environmental Review - WWC Engineering		\$4,000.00
Structural Engineering - DCI Engineers		\$2,800.00
Mech/Elect/Plumbing Engineering - ACE Engineering		\$5,000.00
Expenses (Refer to Attached Exhibit B)		\$2,440.00
TOTAL		\$58,090.00

**Production/Travel Expenses--Slate Architecture****Broadwater County Emergency Response Facility PAR**

Travel Expenses - Workshop/Site Visit/Public Meeting #1 (WSPM#1)	\$482.50
Travel Expenses - Workshop/Public Meeting #2 (WSPM#2)	\$457.50
PAR Materials production (estimate, billed actual)	\$1,500.00
Total	\$2,440.00

Standard Hourly Rates

Managing Principal	\$175.00
Principal Architect	\$150.00
Project Architect	\$130.00
Project Manager	\$115.00
Design Professional	\$100.00
Technician	\$90.00
Office Manager/Clerical	\$60.00

Slate Architecture - Typical Site Meeting (Round Trip from Helena to Townsend)

Travel: 68 miles * \$0.625/mile (Travel to/from Helena)	\$42.50
WSPM#1 - Travel time: 1.5 hours @ \$130/hr (ave.) X 2 people (reduced rate/time)	\$390.00
WSPM#2 - Travel time: 1.5 hours @ \$130/hr (ave.) X 2 people (reduced rate/time)	\$390.00
Food = \$25/person/day	
WSPM#1: 2 people/1 day	\$50.00
WSPM#2: 2 people/1/2 day	\$25.00
Meeting time: Included in Scope of Work	

Senior Interior Designer	\$130.00/hour
Project Manager	\$115.00/hour
Design Professional	\$100.00/hour
Drafting Technician	\$ 90.00/hour
Clerical	\$ 60.00/hour

These rates are to remain consistent for the duration of this project.

Billing is on a monthly basis based on a percentage of work completed.

Deliverables :

Deliverables will include but are not limited to:

- Draft and Final copies of the PAR in digital and hard copy format (*number of hard copies to be determined at completion of PAR*).

Reimbursable Expenses:

Traditional reimbursable items include mileage, shipping, deliveries and reproduction expenses and are included in the project fee. The bulk of this cost is associated with travel and the reproduction of the PAR documents. Please refer to Exhibit B.

Exclusions from Scope of Services:

The following services are available but are not included in this proposal:

- Hazardous Material Identification and Abatement
- Geotechnical Investigation
- Fire Alarm and Fire Sprinkler Design
- Permits and Fees
- Building Department or other Regulatory Agencies preparation, filing and meetings
- Full Data/Telephone System Design
- Artwork
- Furniture Design
- Landscape Design
- Grant Writing

By:



Slate Architecture, Inc.

November 28, 2022

Date

1. **ACCESS TO SITE:** Unless otherwise stated, the Architect/Engineer ("A/E") will have access to the site for activities necessary for the performance of the services at all reasonable hours.
2. **INDEMNIFICATION:** Client agrees to indemnify and hold harmless the A/E from and against any and all claims, damages, losses, and expenses arising out or resulting from the performance of services under the Agreement, provided that any such claim, damage, loss or expense is not due to the negligent acts, errors, or omissions of the A/E.
3. **LIMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the project to both the Client and the A/E, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the A/E and their sub consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause of causes, so that the total aggregate liability of A/E and his or her subconsultants to all those named shall not exceed in excess of the total design fees approved in the contract. Such claims and causes include negligence, professional errors or omissions, strict liability, breach of contract or warranty.
4. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, the Client and the A/E agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the A/E further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also include a similar mediation provision in all agreements with subcontractors, sub consultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
5. **OWNERSHIP OF THE DOCUMENTS:** The Client acknowledges the A/E's construction documents and specifications, including all documents on electronic media, as instruments of professional service. The drawings and specifications prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the A/E. The Client shall not reuse or make or permit to be made any modifications to the drawings and specifications without the prior written authorization of the A/E. The Client agrees to waive any claim against the A/E arising from any unauthorized transfer, reuse, or modification of the drawings and specifications.
6. **CODES AND STANDARDS COMPLIANCE:** The A/E shall put forth the reasonable efforts to comply with codes, regulations, laws, and statutes in effect as of the execution of this Agreement.
7. **CONSTRUCTION OBSERVATION:** If the Client contracts with A/E for Construction Administration Services, the A/E shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents.
8. **DELAYS:** The A/E is not responsible for delays caused by factors beyond the A/E's reasonable control, including but

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed or sealed hard-copy construction documents prepared by the A/E and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A/E, its officers, directors, employees, and sub consultants (collectively, A/E) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from any changes made by anyone other than the A/E or from any transfer or reuse of the electronic files without the prior written consent of the A/E.

Under no circumstances shall delivery of the electronic files for use by the Client be deemed a sale by the A/E, and the A/E makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the A/E be liable for any loss or profit or any consequential damages as a result of the Client's use or reuse of the electronic files.

The Client has not retained the A/E to make detailed inspections or to provide exhaustive or continuous project review and observation services. The A/E does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project.

not limited to delays because of strikes, lockouts, work slowdowns, or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the A/E's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond the A/E's reasonable control occur, the Client agrees the A/E is not responsible for damages, nor shall the A/E be deemed to be in default of this Agreement.

9. **OPINIONS OF PROBABLE COST:** In providing opinions of probable cost, the Client understands that the A/E has no control over costs or the price of labor, equipment, or materials, or over the contractors' method or pricing, and that the opinions of probable construction cost provided herein are to be made on the basis of the A/E's qualifications and experience. The A/E makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
10. **SHOP DRAWING REVIEW:** The A/E shall review and approve contractor submittals, such as shop drawings, product data, samples, and other data, as required by A/E, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrications process, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. The A/E's review shall be conducted with reasonable promptness while allowing sufficient time in the A/E's judgment to permit adequate review. Review of a specific item shall not indicate that the A/E has reviewed the entire assembly of which the item is a component. The A/E shall not be responsible for any deviations from the contract documents not brought to the attention of the A/E in writing by the contractor. The A/E shall not be required to review partial submissions or those which submissions of correlated items have not been received.
11. **ADA COMPLIANCE:** The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The A/E, therefore, will use his or her reasonable professional efforts to interpret applicable ADA requirements or other Federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the project. The A/E, however cannot and does not warrant or guarantee that the Client project will comply with the interpretations of ADA requirements and/or requirements of other Federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the project.
12. **HAZARDOUS MATERIAL:** It is acknowledged by both parties that the A/E's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the A/E or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of the A/E's services, the A/E may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or warrant that the job site is in full compliance with applicable laws and regulations.
13. **GOVERNING LAW:** The laws of the State of Montana will govern the validity of this Agreement, its interpretation, and performance. Any litigation arising in any way from this Agreement shall be brought to the courts of that State.
14. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to moneys that are due or moneys that may be due) without prior written Consent of the other party.
15. **TERMINATION:** Either the Client or the A/E may terminate this Agreement at any time with or without cause upon giving the other party (10) calendar days prior written notice. The Client shall within thirty (30) calendar days of termination pay the A/E for all services rendered and all costs incurred up to the date of termination, in accordance with Article 2 of this Agreement.
16. **SEVERABILITY AND SURVIVAL:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. Articles 2, 3, 4, and 8 shall survive the termination of this Agreement and shall remain enforceable between parties.

17. **STANDARD OF CARE:** Services provided by the A/E under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

The Client understands that the A/E shall exercise a reasonable standard of care in the execution of design services for the subject expansion. Nonetheless, the design process and its associated professional functions deal with judgments that are less than an exact science. Since the design process yields a one-of-a-kind solution that has never been constructed before, it is inevitable that perfect work cannot and should not be expected by the Client.

To compensate for the oversights common to a one-of-a-kind design solution, the A/E recommends that the Client establish a realistic construction cost contingency of Ten percent (10%) of the budget. Prudent planning for the construction phase recognizes that unforeseen expenses may occur and should be anticipated. It is the policy of the A/E to advise the Client to be mentally and financially prepared for the challenge of designing and building a unique structure.

18. **AMENDMENT:** This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement constitutes the entire and integrated Agreement by and between the parties and supersedes any and all prior negotiations, whether written or oral.
19. **AUTHORIZATION:** The individual signing this Agreement for and on behalf of both parties represents that he or she is a duly authorized agent of his or her perspective principal.
20. **EXISTING CONDITIONS:** Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the A/E harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or economic loss arising or allegedly arising out of the professional services provided under this Agreement, excepting only those damages, liabilities or costs attributed to the sole negligence or willful misconduct of the A/E.

21. **QUALITY CONTROL:** The A/E agrees to maintain written quality control procedures for the general guidance of its staff in providing services under this Agreement. Such procedures may be modified by the A/E from time to time as appropriate to the A/E's professional practice. The A/E shall utilize these quality control procedures to the extent practicable in rendering services in accordance with the standard of professional care.

22. **JOBSITE SAFETY:** Neither the professional activities of the A/E, nor the presence of the A/E or its employees and sub consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The A/E and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the A/E, and the A/E's sub consultants shall be indemnified by the General Contractor and shall be made addition insureds under the General Contractor's policies of general liability insurance.

23. **DISPUTED INVOICES:** If the Client objects to any portion of an invoice, the Client shall so notify the A/E in writing within thirty (30) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement.

24. **CONSEQUENTIAL DAMAGES:** Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, neither the Client nor the A/E, their respective officers, directors, partners, employees, contractors, or sub consultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver

of consequential damages shall include, but is not limited to, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and the A/E shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and sub contracts with others involved in this project

- 25. INFORMATION PROVIDED BY OTHERS:** The Client shall furnish, at the Client's expense, all information, electronic files, requirements, reports, data, surveys, and instructions required by this Agreement. The A/E may use such information, requirements, reports, data, surveys, and instruction in performing its services and is entitled to rely upon the accuracy and completeness thereof.
- 26. VALUE ENGINEERING:** If the Client retains the services of a Value Engineer (VE) to review the Construction Documents prepared by the A/E, it shall be at the Client's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the A/E's services. The Client shall promptly notify the A/E of the identity of the VE and shall define the VE's scope of services and responsibilities for the A/E. All recommendations of the VE shall be given to the A/E for review, and adequate time will be provided for the A/E to respond to these recommendations.

If the A/E objects to any recommendations made by the VE, it shall so state in writing to the Client, along with the reasons for objecting. If the Client requires the incorporation of changes in the Construction Documents to which the A/E has objected, the Client agrees, to the fullest extent permitted by law, to waive all claims against the A/E and to indemnify and hold harmless the A/E from any damages, liabilities or costs, including reasonable attorney's fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Client.

STANDARD HOURLY RATE SCHEDULE:

Managing Principal	\$175.00/hour
Principal Architect	\$150.00/hour
Project Architect	\$130.00/hour
Senior Interior Designer	\$130.00/hour
Project Manager	\$115.00/hour
Design Professional	\$100.00/hour
Drafting Technician	\$ 90.00/hour
Clerical	\$ 60.00/hour

REIMBURSABLE EXPENSES:

Express Messenger (Delivery)	\$15.00/ea
Mileage	\$0.625/mi
Mylar Copy (24" x 36")	\$7.00/ea
Mylar Copy (30" x 42")	\$9.00/ea
Bond Copy (24" x 36")	\$4.00/ea
Bond Copy (18"x24")	\$3.00/ea
Bond Copy (11" x 17")	\$0.60/ea
Bond Copy (8 ½" x 11")	\$0.30/ea
Color Copy (24" x 36")	\$8.00/ea
Color Copy (30" x 42")	\$12.00/ea
Color Copy (8 ½" x 11")	\$2.00/ea

2023 Broadwater County Board Vacancies

- **Airport** (3 yr. terms): 2 Members
- **Trust** (3 yr. terms): 2 Voting Members, 2 Non-Voting Members, 1 Interested & Involved Party
- **Compensation** (3 yr. term & 2 yr. term): 1 Citizen (3 yr. term), 1 Citizen (2 yr. term)
- **Tax Appeal** (3 yr. term): 1 Member
- **Fair** (3 yr. terms): 1 Chairman, 1 Rodeo Board Representative/Tech/Social Media/Liaison, 1 Member
- **Mosquito - Townsend** (3 yr. terms): 2 Members
- **Mosquito - Three Forks** (3 yr. term): 1 Member
- **Museum** (3 yr. terms): 4 Members
- **Planning** (3 yr. term): 1 Member
- **TV** (3 yr. terms): 3 Members
- **Noxious Weed** (3 yr. term): 1 Member
- **City/County Parks & Recreation** (3 yr. term): 2 Members
- **Board of Health** (3 yr. terms): 1 Chairman, 1 St. Peter's Representative, 1 Member, 1 Manager
- **Board of Investments** (no terms): 1 Townsend School Representative, 1 Public-at-Large Member, 1 Secretary