

BROADWATER COUNTY COMMISSIONERS

515 Broadway, Townsend

Meetings are held at the Flynn Building (old Opportunity Bank) 416 Broadway.

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

Working meetings will be posted on the agenda and will not be recorded.

OFFICIAL agendas are posted in the Courthouse (1st floor bulletin board), Broadwatercountymt.com, and in the window of the Flynn Building at least 48 hours in advance of the meeting.

County Offices will be closed on Monday, January 16, 2023, in observance of Martin Luther King Jr. Day

Monday, January 9, 2023 Official - REVISED

- 10:00 AM Public Hearing, Nichole Brown, Community Development Director, Proposed Amendments to County Subdivision Regulations
- 10:05 AM Discussion and Decision, Commission Election of Officers
- 10:10 AM Discussion and Decision, DNRC, Floodplain Mapping Update for Jefferson River; Jerry Grebenc, Great West Engineering, FEMA Maps
- 10:25 AM Discussion and Decision, Great West Contract, Task Order 04 Amendment 1, Scope of Services Broadwater County-Fair Grounds Septic & Restroom Construction & Grant Administration Services
- 10:30 AM Discussion and Decision, Fee Proposal Broadwater County Emergency Services Facility, Preliminary Architectural Report (PAR)
- 10:35 AM Discussion Broadwater County Website 101
- 10:45 AM Discussion and Decision, Resolutions and Policies for 2023
- a. Resolution establishing Mileage, Lodging, and Per Diem Rates for Broadwater County Business Travel
 - b. Resolution establishing Hours of Operation
 - c. Resolution establishing Regular Meeting Dates and Times of Broadwater Commission
 - d. Resolution establishing Meeting Agenda and Open Meeting Policy
 - e. Resolution establishing Broadwater County Public Process Policy

Mail & Items for Discussion and/or signature may occur as time allows during the meeting. Issues and times are subject to change.

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

Darrel Folkvord

406-266-9272 or 406-980-1213

Debi Randolph

406-266-9270 or 406-980-2050

Lindsey Richtmyer

406-266-9271 or 406-521-0834

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

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



EXHIBIT B - TASK ORDER NO. 4 AMENDMENT 1
SCOPE OF SERVICES
BROADWATER COUNTY – FAIRGROUNDS SEPTIC & RESTROOMS
CONSTRUCTION & GRANT ADMINISTRATION SERVICES

General

This Amendment provides construction administration and grant administration services to Broadwater County to replace the existing on-site wastewater system and add new bathroom facilities at the County Fairgrounds.

Task 4: Construction Administration – Wastewater/Septic

- Great West will conduct a preconstruction conference at the site to discuss details concerning the construction of the improvements with the County and Contractor.
- Great West will provide construction staking including horizontal control for the manholes/tanks and horizontal alignment of the proposed piping.
- Great West will review submittals by the contractor for conformance with specifications.
- Great West will provide onsite construction observation during key periods of the construction, including waterline and manhole/tank placement. Up to forty hours of construction observation is anticipated for the project. The Contractor will provide density testing of the backfill materials. The Engineer will provide quality assurance that the contractor is meeting the requirements of the plans and specifications. The Engineer will also maintain a construction log of work performed and provide Broadwater County with regular progress reports.
- Great West will review each payment request submitted by the contractor. Following our approval of each request, Great West will submit it to Broadwater County for processing. In addition, Great West will prepare and process change orders as required.
- Upon completion of all work, Great West will conduct a final inspection of the project for conformance with plans and specifications. Great West will write a letter of acceptance to Broadwater County and assist with processing final payments.

Task 5: Construction Administration – Bathrooms Building

- Great West will also conduct a preconstruction conference at the site to discuss details concerning the construction of the improvements with the County and Contractor.

- Great West will review each payment request submitted by the contractor. Following our approval of each request, Great West will submit it to Broadwater County for processing. In addition, Great West will prepare and process change orders as required.

Slate Architectural and Mechanical/Electrical disciplines will provide the following services.

Construction Administration Phase

- Assist the GC and subcontractors with questions;
- Review/approval of shop drawings and submittals, if necessary
- Respond to questions and Requests for Information (RFI's) from (sub)contractors;
- Develop/distribute Architect's Supplemental Instructions (ASI)
- Assist the Owner during construction;
- Provide substantial/final completion punch list at conclusion of project;
- Provide three (3) job site/OAC meeting visits
- One (1) Punchlist meeting; and
- One (1) Final Acceptance meeting.

Construction Administration (M/E Disciplines)

- Review of shop drawings;
- Respond to contractor questions or requests for clarification of drawings via phone;
- One (1) construction site visit at rough-in for MEP observation; and
- One (1) Punchlist meeting.

Task 6: Grant Administration Services

- Great West will assist the County with meeting ARPA start-up conditions which involve preparing the Final Health Regulations Certification Form, uniform budget forms, project scope, project schedule, the commitment of non-program funds, grant management plan, and MEPA checklist.
- Assist the County with establishing and maintaining complete and accurate project files. Prepare documents, manuals, forms, and reports for managing grant funds. Review proposed project expenditures to ensure their propriety and proper allocation to the project's budget. Assure compliance with applicable civil rights requirements, including preparation of an equal opportunity plan and fair housing resolution if necessary.
- Great West will review state and federal labor standard reports that must be submitted by the contractors and conduct periodic onsite interviews with employees. Great West will submit documentation to Broadwater County of the reviews conducted.
- Prepare up to two reimbursement draw requests and assist the County Treasurer with submitting the requests for reimbursement to the Montana DNRC.

- Prepare monthly project performance reports, quarterly reports, and project closeout documents, including documentation of the project's natural resource benefits, grant agreement administration, project costs, and the statement of completion.

Compensation

This cost ceiling will not be exceeded without prior authorization from the Owner. The estimated cost for each task is as indicated below.

<u>Task</u>	<u>Estimated Cost</u>
4. Construction Administration – WW/Septic	\$ 19,500
5. Construction Administration - Building	\$ 16,000
6. Grant Administration	\$ 8,500
<u>TOTAL</u>	<u>\$ 44,000</u>

The engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services rendered but shall not exceed the total estimated compensation or lump sum amount unless approved in writing by the Owner.

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)

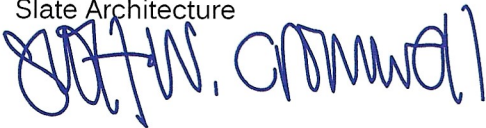
Commissioners:

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 to 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

	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	Deficiencies and compliance issues with site, ordinances, federal, state requirements, etc.
	2	Facility Operation & Maintenance (O&M)	Tim Leinonen / Scott Cromwell	1	\$150.00	O&M concerns regarding new facility
	3	Growth	Scott Cromwell	1	\$130.00	Will future growth happen and impact the Facility? Community?
	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	Boundaries, obstacles, constraints, etc of existing facility (if applicable)
	2	Environmental Resources Present	Tim Leinonen	2	\$300.00	Location and significance of important land resources
	3	Growth Areas and Projected Population Trends	Broadwater Co.		\$0.00	Identify and project population growth areas
	1C	Evaluate the Condition of the Existing Facility Use (If applicable)				
	1	History	Broadwater Co.		\$0.00	History of community, need
	2	As Built Plans and Building Scan	Seth Varty	8	\$960.00	Scanning the existing building and developing as built plans.
	3	Condition of Facilities	Scott Cromwell	1	\$130.00	Description of present condition, problems, code deficiencies. Comparison of existing facility use.
	4	General Design Requirements for Improvements	Scott Cromwell	12	\$1,680.00	General Design requirements that will need to be met in discussing potential alternatives.
	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	Other facilities modified or rehabilitated?
	2	New Construction/Building Sites	Scott Cromwell/ Seth Varty	20	\$2,600.00	If proposing new construction, provide alternative sites
	2B	Regulatory Compliance and Permits				
			Tim Leinonen	4	\$600.00	Code, zoning, asbestos and other compliance required
	2C	Land Acquisition Issues				
			Slate/Broadwater Co.	0	\$0.00	<i>This is scope of work is not anticipated. Broadwater County has a site selected.</i>
	2D	Environmental Considerations				
	1	Potential Environmental Impacts	Civil Eng./ Tim Leinonen	4	\$520.00	Use Environmental Checklist for assessment. Must be attached.
	2	Mitigation	Scott Cromwell	4	\$560.00	Evaluate short and long term solutions
	3	Correspondance	Kelly Axtman	4	\$600.00	Include environmentally-related correspondance and agency comments
	4	Exhibits/Maps	Tim Leinonen	8	\$960.00	Drawings to describe environmental impacts, if any.
	2E	Construction Problems				
			Tim Leinonen	8	\$1,040.00	Conditions that may affect the cost of construction or long term operation of facility
	2F	Cost Estimates for each Alternative				
1	Project Costs	Tim Leinonen	12	\$1,800.00	Project cost for SAR/Ambulance/Sheriff facility project	
2	Projected Annual Operation & Maint. Costs	Scott Cromwell	12	\$1,920.00	Compute O&M Costs with Uniform Application for MT Public Facility Projects, Uniform Application for MT Housing Loan, Grant & Tax Credit Programs, USDA, etc.	
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	Why was the preferred alternative selected? Discuss location of the facility, cost effectiveness, technical feasibility, local resources and suppliers, etc.
	3B	Site Location and Characteristics				
			Civil Eng./ Scott Cromwell	4	\$560.00	Discuss the site location of new Facility
	3C	Preliminary Architectural Plans				
			Seth Varty	64	\$8,320.00	Provide new plans, elevations, 3Ds
	3D	Operational Requirements				
			Tim Leinonen / Scott Cromwell	12	\$1,800.00	Discuss expertise required to operate facility and any unique requirements to operate. Describe why the preferred alternative was selected.
	3E	Project Cost Summary/Project Cost Estimate				
		Project Cost Estimate	Tim Leinonen / Scott Cromwell	8	\$1,200.00	Itemized Project cost estimate based on anticipated period of construction, contingencies, A/E fees and others.
	Annual Operating Budget	Broadwater Co. / Slate Arch	12	\$1,560.00	Based on Realistic Income. Provide estimated O&M Costs, Capital Improvements and Debt Repayments	
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:

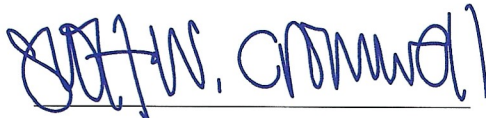
Traditional reimbursable items include mileage, shipping, deliveries and reproduction expenses and are included in the project fee. The bulk of this cost is associated with travel and the reproduction of the PAR documents. Please refer to Exhibit B.

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 statues 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 the 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

RESOLUTION 2023 – _____

**A RESOLUTION ESTABLISHING MILEAGE, LODGING AND PER DIEM RATES FOR BROADWATER COUNTY
BUSINESS TRAVEL**

WHEREAS, the Broadwater County Commission (Commission) wishes to adopt a resolution establishing mileage, lodging and per diem rates for business travel in accordance with Sections 2-18-501, MCA and 2-18-502, MCA.

NOW THEREFORE BE IT RESOLVED the Commission will adhere to mileage, lodging and per diem rates as set by the State of Montana for state employees.

DATED this 9th day of January, 2023.

Broadwater County Commissioners

Debi Randolph

Darrel Folkvord

Lindsey Richtmyer

ATTEST:

Angie Paulsen, Clerk & Recorder

DRAFT

RESOLUTION 2023-____

**A RESOLUTION ESTABLISHING HOURS OF OPERATION
FOR BROADWATER COUNTY OFFICES**

WHEREAS, Section 7-4-102, MCA requires the Board of County Commissioners, with the cooperation of each separately elected county official, to establish office hours for all offices in the county; and

WHEREAS, Section 1-1-216, MCA provides for legal holidays observed by the State of Montana and Broadwater County.

NOW, THEREFORE, BE IT RESOLVED, that the Broadwater County Commissioners (Commissioners), in cooperation with county elected officials, establish regular office hours for county offices to be open to the general public from 8:00 a.m. to 5:00 p.m., Monday through Friday and shall be closed legal holidays.

Health Department: The Health Department (including Immunizations and Licensed Establishment programs) shall be open to the general public from 8:00 a.m. to 5:00 p.m. Monday through Friday, and shall be closed on legal holidays.

Sheriff's Office: The Sheriff's Office shall be open to the general public from 8:00 a.m. to 5:00 p.m., Monday through Friday, and shall be closed on legal holidays. The Sheriff's Office serves the needs of the county on a 24-hour/day, 7-day/week basis.

Treasurer/Superintendent of Schools: The Treasurer/Superintendent of Schools Office shall be open to the general public from 8:00 a.m. to 5:00 p.m., Monday through Friday, and shall be closed on legal holidays. The Motor Vehicle Department shall be open to the general public from 8:00 a.m. to 5:00 p.m., Monday through Friday, and shall be closed on legal holidays, but will close for Titles at 4:30 p.m. The County Treasurer may, in the interest of the safekeeping of funds, securities, and records under their control, close their offices during the period from noon to 1 p.m. every day.

Clerk & Recorder/Elections/Surveyor: The Clerk and Recorder/Elections office shall be open to the general public from 8:00 a.m. to 5:00 p.m., Monday through Friday, and shall be closed on legal holidays. The Clerk and Recorder may, in the interest of the safekeeping of records under their control, close their offices during the period from noon to 1 p.m. every day.

All Other County Departments: County departments, and those under the direct supervision of the Board of County Commissioners, shall be open to the general public from 8:00 a.m. to 5:00 p.m., Monday

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through Friday, and shall be closed on all legal holidays. Hours and days may be modified by the department head with Commission approval. Departments may close their offices during the period from noon to 1 p.m. every day with Commission approval.

County Holidays:

Sunday, January 1
(Observed Monday, January 2)

New Year's Day

Monday, January 16

Martin Luther King Jr. Day

Monday, February 20

President's Day

Monday, May 29

Memorial Day

Tuesday, July 4

Independence Day

Monday, September 4

Labor Day

Monday, October 9

Columbus Day

Friday, November 10

Veterans' Day

Thursday, November 23

Thanksgiving Day

Monday, December 25

Christmas Day

DATED this 9th day of January 2023.

BROADWATER COUNTY COMMISSIONERS

Debi Randolph

Darrel Folkvord

Lindsey Richtmyer

ATTEST:

Angie Paulsen, Clerk & Recorder

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RESOLUTION 2023 –

**A RESOLUTION ESTABLISHING REGULAR MEETING DATES OF THE
BROADWATER COUNTY COMMISSION**

WHEREAS, the Broadwater County Commission (Commission) wishes to establish its regular public meeting dates in accordance with Section 7-5-2122, MCA, and

WHEREAS, Section 2-3-103 (1) MCA, requires the Commission to develop procedures for permitting and encouraging public participation in decisions of the Commission that are of significant interest to the public and to allow public comment within the jurisdiction of the Commission.

NOW THEREFORE BE IT RESOLVED the Commission will hold their regular meeting as follows:

- 1) Wednesday except in the case of a holiday.
- 2) Monday as needed for additional scheduled meetings;
- 3) Meetings will be held in the Commissioners Meeting Room located in the Flynn Building at 416 Broadway, Townsend Montana. At times meetings may be in the Commissioner's Office and will be noticed on the agenda.
- 4) Meetings will begin at 10:00am unless otherwise noticed.
- 5) Working Meetings are open to the public but are not available to watch online and are not recorded.

The Commission may, and with proper posted public notice, following Title 2, Chapter 3, MCA, designate another meeting time, agenda updates, date, and/or place; the Commission will post agendas in 3 public places:

- 1) Broadwater County Courthouse 1st floor Bulletin Board at 515 Broadway, Townsend
- 2) The Flynn Building window displays at 416 Broadway, Townsend
- 3) Posted on the Broadwater County website, broadwatercountymt.com

If the Official agenda needs to be revised that agenda will be posted at the locations above AND at Bulletin Board in the US Post Office 501 South Front Street, Townsend at least 48 hours prior to the revised meeting.

The Commission will follow Robert's Rules of Order, as long as it complies with Montana State Law. The Commission may continue an agenda item.

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The Commission will provide reasonable time for any person to submit data or comments in writing and orally prior to the final action that may be taken by the Commission. Such submitted information shall be made part of the public record.

All meetings of the County Commission are open to the public unless closed as provided by statute and the Constitution of the State of Montana for legal strategy or to protect the Right to Privacy of employees or members of the public.

DATED this 9th day of January 2023.

Broadwater County Commissioners

Debi Randolph

Darrel Folkvord

Lindsey Richtmeyer

ATTEST:

Angie Paulson, Clerk & Recorder

DRAFT

BROADWATER COUNTY



MONTANA

515 Broadway, Townsend, MT 59644

Broadwater County Commissioners

Debi Randolph, Darrel Folkvord, Lindsey Richtmyer

commissioners@co.broadwater.mt.us

Broadwater County Commission Meeting Agenda and Open Meetings Policy

It is the policy of Broadwater County Commission that meetings of official boards shall be open to the public. Broadwater County recognizes the opportunity for the public to observe and participate in the actions and deliberations of public agencies in a safe and civil environment is important to a free society. To ensure County Business is conducted in an efficient, equitable, and civil manner Broadwater County meetings will adhere to Robert's Rules of Order, as long as it complies with Montana State Laws and provides for working exceptions for a board of three.


Broadwater County also recognizes the right to privacy, constitutionally guaranteed, is fundamental to the well-being of both the individual and society. Therefore, all meetings of official Broadwater County business shall be open to the public, except when the discussions or deliberations relate to a matter of individual privacy or litigation strategy.

Established meetings: In accordance with the annual Resolution setting Commission meeting days and times, Commission meetings will be held on Wednesdays and the following Mondays as needed. Additional days/evenings may be added. Meetings will begin at 10:00 am unless otherwise noticed. Meetings will be held in the Flynn Building meeting room located at 416 Broadway, Townsend MT unless otherwise noticed.

Public Notice: Agendas will be published according to Section 2-3-103, MCA. The deadline for scheduling time on the agenda is Wednesday at 1p.m. prior to the meeting.

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BROADWATER COUNTY



MONTANA

515 Broadway, Townsend, MT 59644

Agenda: Items of public interest will be noticed on the Agenda. In order for a matter to be brought forward, the Presiding Officer shall be notified no later than Wednesday at 1 p.m. of the week preceding the Commission Meeting, or the request may be delayed to a subsequent week. The request to be on the agenda shall include the topic and details of the issue to be considered. If the topic is a new item or presentation, a copy of the presentation must be submitted to the Commission with the agenda request; the Presiding Officer shall make the final decision unless a majority vote of the Commission opposes the said decision. The agenda shall be reviewed by commissioners prior to publication.

Public Comment: Civil Public Comment is welcome and encouraged, citizens who wish to speak must present factual information, speak on matters relevant to County Business, and may have time limits set by the Presiding Officer.

Individuals making comments are asked to please state and spell their names for the record. Direct their comments to the Presiding Officer, never to another citizen, guest, employee, or visiting expert.

Public Hearing: Public Hearings will be advertised per Section 7-1-2121, MCA in the newspaper of record and the Broadwater County Website. All civil and relevant comments will be considered regardless of the mode in which they are delivered (in person, via phone, email, text, mail, etc....).

- 1) **Meeting:** Official regular meeting agendas will be published on the Official County website, Fridays preceding the Commission Meetings. Revised official regular meeting agendas may be posted on the Official County website Monday preceding the Commission Meetings. A Commission Meeting may also be noticed by posting according to MCA, Title 2, and the 2023 New Year's Resolution, in 3 public places – the Courthouse at 515 Broadway and the Flynn Building window displays at 416 Broadway, Townsend MT. and the US Post Office 501 Front Street Townsend MT.
- 2) All meetings of the County Commission are open to the public unless closed as provided by statute and the Constitution of the State of Montana for legal strategy or to protect the Right to Privacy of employees or members of the public. Notice will not be given of Consent Agenda items, routine managerial matters or ministerial actions.

The Presiding Officer may recognize a member of the viewing public as an informational or expert witness at their discretion. If a member of the public wishes to comment on an agenda item, they must address the Presiding Officer, state and spell their name, give relevant comment, and remain civil and the Presiding Officer may impose a time limit for public comment. All such comments will be directed to the Presiding Officer, never to another citizen, guest, employee, or visiting expert.

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BROADWATER COUNTY

MONTANA
515 Broadway, Townsend, MT 59644

Written or Emailed Correspondence: Requests to read written or emailed correspondence into the public record must be accompanied by the author's name and address for verification of the record. Unanimous submissions will not be accepted. Written and emailed correspondence must follow the civil guidelines established above.

Broadwater County Commissioners:

Debi Randolph

Darrel Folkvord

Lindsey Richtmyer

ATTEST:

Angie Paulsen, Clerk & Recorder

Revised January 9, 2023

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Broadwater County Commissioners

Debi Randolph ~ Darrel Folkvord ~ Lindsey Richtmyer
515 Broadway St. • Townsend, MT 59644 • 406-266-9203

Broadwater County Public Process Policy

PART I. General Provisions

Section 1.01 Purpose. The purpose of this policy is to establish the rules of procedure for the conduct of meetings and the transaction of business by the Board of County Commissioners of Broadwater County. These rules of procedure are intended to assure that the Commission can accomplish its work efficiently, in full view of the public, and with a reasonable opportunity for the public to participate in the deliberations and decisions of its county government.

Section 1.02 Authority. These rules of procedure are promulgated pursuant to and supplement Part 21, Chapter 5, Title 7 & Chapter 1, Title 7 & Title 2, Montana Code Annotated (MCA).

PART II. Public Participation

Section 2.01 Policy. The Broadwater County Commission shall afford citizens access to the participation of government actions and access to government information. Article II, Sections 8 and 9 of the Montana Constitution. It is the policy of Broadwater County that the public shall be afforded a reasonable opportunity to participate in the operation of county government prior to the final decision of the Board of County Commissioners concerning any matter of significant interest to the public. A matter of significant interest to the public includes but is not limited to any matter:

1. Requiring a public hearing;
2. Adopting, implementing, interpreting, prescribing, or altering an ordinance, rule, or policy of the county;

3. Relating to the issuance, denial, or revocation of any license, order, contract or franchise; or
4. Relating to the budgetary and financial affairs of the county.

Section 2.02 Open Meetings. A meeting of the Board of County Commissioners is defined as a quorum of Commissioners convened to hear, discuss or act upon any matter over which they have jurisdiction. All meetings of the Board of County Commissioners shall be open to the public, according to Montana law. Chapter 3, Title 2, MCA. However, the presiding officer of the Board may close any meeting during the time the discussion relates to a matter of individual privacy and then if and only if the presiding officer determines that the demands of individual privacy clearly exceed the merits of public disclosure, or for legal strategy.

Section 2.03 Notice. The Board of County Commissioners shall give timely notice of any public hearing or any meeting to discuss or act upon any matter of significant interest to the public, as prescribed by law and contained in the Broadwater County Commission Meeting Agenda and Open Meeting Policy.

PART III. Procedures.

Section 3.01 Agenda Preparation. Proposed ordinances, resolutions, reports, recommendations, contracts, and all other matters requiring consideration, discussion, or decision by the Board of County Commissioners shall be submitted for inclusion on the Commission Meeting agenda. The Presiding Officer shall arrange the matters requiring discussion or action into an agenda, items on the agenda shall include the topic and details of the issue to be considered. If the topic is a new item or presentation, a copy of the presentation must be submitted to the Commission with the agenda request prior to inclusion on the agenda. The Presiding Officer shall make the final decision, but the agenda shall be reviewed prior to publication by the Commission. If there is disagreement over an agenda item, a majority vote of the Commission will make the final determination. Copies of the agenda shall be readily available.

PART IV. Rules of Commission Participation.

Section 4.01 Policy. To provide for the effective participation by all members of the Board of County Commissioners and to protect the right of participation by members of the public appearing before the Commission, all meetings of the Board of County Commissioners shall be conducted in general conformance with the provisions of the current edition of Robert's Rules of Order, except when inconsistent with law or where Robert's Rules of Order are not conducive to a three-person board. Any commissioner can bring information forth, make a motion, second a motion, and shall vote.

Section 4.02 Rules. Commission debate shall proceed in accordance with the following rules:

1. A Commissioner desiring to speak shall address the presiding officer, and upon recognition, shall confine him or herself to the question under debate, avoiding abusive and indecorous language or physical aggression.
2. A Commissioner once recognized, shall not be interrupted when speaking unless it is to call him or her to order by the chair. If a Commissioner while speaking is called to order, he or she shall cease speaking until the question of order is determined, and, if in order, he or she shall be permitted to proceed.
3. Order of rotation in matters of debate or discussion shall be at the discretion of the presiding officer.
4. A motion may be made by any member of the Commission but must be seconded prior to vote. If the motion is not seconded it shall be declared failed for lack of a second by the presiding officer.
5. A motion to reconsider any action taken by the Commission may be made the day such action was taken. It may be made either immediately during the same session, or at a recessed and reconvened session thereof. Such a motion may only be made by a Commissioner of the prevailing side, but may be seconded by any Commissioner and it shall be debatable.
6. Nothing herein shall be construed to prevent any member of the Commission from making or remaking the same or any other proper motion at a subsequent meeting of the Commission but the matter must be a scheduled agenda item.

Section 4.03 Majority of Whole Commission Required. The affirmative vote of two Commissioners is required to adopt any measure unless a greater number of votes may be required by law or ordinance.

Section 4.04 Duty to Vote. It shall be the duty of each commissioner to vote in the affirmative or negative on each motion duly placed before the Commission by the presiding officer. A commissioner should make a brief explanation of the reason why she or he voted in a particular way.

Section 4.05 Proxy Voting. A Commissioner who is not present in the meeting at the time a motion is put to a vote cannot vote. Commissioners shall not be permitted to vote by a proxy vote or by written vote. **DO WE NEED TO CLARIFY THIS (that a Commissioner can vote if on the phone or video?)**

Section 4.06 Conflict of Interest. All Commission members shall avoid a conflict of interest in their official duties and decisions, as instructed in Montana Code of Ethics, Chapter 2, Title 2, Montana Code Annotated, and Section 7-5-2106, MCA.

PART V. Presentation to the Commission.

Section 5.01 Procedures. The general procedure by which items are handled by the Commission at *other than public hearings* shall be as follows:

1. The presiding officer presents the item to the Commission along with a brief summary of the matter for discussion.
2. For the purpose of clarification and after recognition by the presiding officer, Commissioners may direct questions about the item to the presiding officer, staff member, applicant, or applicant's representative.
3. The presiding officer will then invite members of the audience to present or submit testimony. Public comment may be limited by the Presiding Officer.
4. Staff members, applications, or their representatives and members of the audience will be treated with equity, courtesy, and respect and will be expected to conduct themselves in the same manner.
5. All testimony shall be directed to the presiding officer.
6. Deliberation by the Commission shall be made in full view of the public. Debate shall be based on facts and evidence, and opposition shall be substantive to encourage communication and compromise. Discourse will avoid abusive and indecorous language or physical aggression.
7. The Commission may, upon a proper motion and second, vote on the matter or postpone the matter until a date certain.

PART VI. Public Hearings

Section 6.01 Procedures. When required by law, the Commission shall conduct public hearings pursuant to following the guidelines in Section 7-2-4131, Montana Code Annotated. A public hearing is conducted separately from a General Commission meeting, but may be held within a General Commission meeting by closing that meeting, opening the public hearing then repeating the process to close the public hearing and open the General Commission meeting. Public testimony will be presented to the Commission in the same format as described in PART V, except that witnesses may be required to testify under oath as provided by law in which case the Commission shall not be bound by the strict rules of evidence, but may exclude irrelevant, immaterial, incompetent, or unduly repetitious testimony or evidence. The presiding officer shall rule on all questions relating to the admissibility of testimony or evidence and may request advice from the County Attorney. The ruling of the presiding officer may be overruled by a majority vote of the Commission. Additionally, the following rules of procedure shall apply:

1. The presiding officer will present the item to the Commission and read in full the applicable Resolution under consideration.

2. The proponents or opponents, their agent or attorney, may submit petitions and letters prior to the closing of the hearing, and the same shall be entered by reference into the minutes and considered as other testimony received at the hearing.
3. Staff members, applications, or their representatives and members of the audience will be treated with equity, courtesy, and respect and will be expected to conduct themselves in the same manner.
4. All testimony shall be directed to the presiding officer.
5. Following the presentation of all testimony and evidence, the Commission may: (1) Continue the hearing to a date certain to allow additional information to be submitted; (2) Close the public hearing and proceed to Commission debate of the matter; or (3) Continue the Commission debate and vote to a date certain.
6. Commission debate on the matter shall be made in full view of the public. Debate shall be based on facts and evidence, and opposition shall be substantive to encourage communication and compromise. Discourse will avoid abusive and indecorous language or physical aggression.
7. A public hearing which has been formally closed may not be reopened. If additional information is required before a decision can be made, the Commission, upon a motion duly made, seconded, and passed, may call for an additional public hearing which hearing shall be duly noticed as required by law and this policy.

PART VII. Guide for Public Participation

Section 7.01 Guidelines for Public Participation. The following guidelines shall serve to assure reasonable and fair public participation in the decisions of the County Commission.

1. The public shall be invited to speak on any item under consideration by the Commission after recognition by the presiding officer.
2. The speaker should stand (if physically able) and state and spell their name for the record, along with the name of the organization he or she represents and any specific expertise they may possess.
3. The Presiding Officer may recognize a member of the viewing public as an informational or expert witness at their discretion.
4. The Presiding Officer may limit public comment in an equitable manner.
5. Prepared statements are welcomed and should be given to the presiding officer and noted in the minutes of the meeting. All statements presented must be authored, signed, and contain an address. All prepared statements shall become a part of the permanent record.

6. While the Commission is in session, members of the public must preserve order and decorum. No person shall delay or interrupt the proceedings or the peace of the Commission nor disturb any member of the public or of the Commission while speaking or refuse to obey the orders of the presiding officer of the Commission. Such actions will result in the removal of such individuals from the meeting.

7. Any person who, while testifying, uses indecorous or abusive language or who becomes boisterous or disruptive shall be barred from further presentation to the Commission by the presiding officer, unless permission to continue is granted by a majority vote of the Commission.

PART VIII. Decorum

Section 8.01 Commission Conduct. The Commission will conduct themselves professionally at all times and treat the position of Commissioner seriously and respectfully.

1. Commissioners shall be prepared with a knowledge of the issues on the agenda.
2. Staff members, members of the audience, citizens, and commissioners will be treated with equity, courtesy, and respect and will be expected to conduct themselves in the same manner.
3. Public comment may be limited by the Presiding Officer.
4. All testimony shall be directed to the presiding officer.
5. Deliberation by the Commission shall be made in full view of the public. Debate will be based on facts and evidence, and opposition will be substantive to encourage communication and compromise. Discourse will avoid abusive and indecorous language or physical aggression.
6. The Commission may, upon a proper motion and second, vote on the matter or postpone the matter until a date certain.

PART IX. Ordinances and Resolutions

Section 9.01 Ordinances. Except as provided by law, proposed ordinances may be introduced only by a member of the Board of County Commissioners and in the following manner:

1. A draft of a proposed ordinance shall be presented to the Commission prior to being included as an agenda item. (This does not include an emergency ordinance which may be acted upon by the Commission as provided by law.)
2. If the draft ordinance is provisionally adopted by the Commission during this first reading, it shall then be placed on the agenda for a second reading and final adoption

occurring at least twelve (12) days after the first reading and provisional adoption. After being provisionally adopted, the ordinance shall be posted in a conspicuous place on the posting board i.e. ~ the courthouse, Broadwater County Website. and copies thereof shall be available to the public.

3. The reading of the ordinance's title and number shall be sufficient to constitute a reading and an actual oral pronouncement of each word contained therein of the proposed ordinance or resolution is not required and shall be waived unless required by a majority vote of the Commission.

4. All ordinances, except emergency ordinances, shall become effective thirty (30) days after the second reading and final adoption. All emergency ordinances shall become effective at the time indicated therein.

Section 9.02 Resolutions. A Resolution is a statement of policy by the governing body or an order by the governing body that a specific action is taken. Section 7-1-4121(22) MCA.

Resolutions may be introduced at any time by a member of the Board of County Commissioners, in the form required by the Commission. The following process shall be followed:

1. A proposed resolution shall be presented to the Commission as an agenda item during a regularly scheduled meeting. (An emergency resolution shall be presented and acted upon by the Commission as provided by law.)

2. Resolutions may be submitted and adopted at a single meeting of the governing body. Section 7-1-121(2).

3. If Montana law requires a Public Hearing for the subject matter or action of a particular Resolution, then the Commission shall observe the Public Hearing procedure as described in PART VI.

4. If Montana law requires the Commission to give Notice by Publication for the subject matter or action of a particular Resolution, then the Commission shall follow the Notice by Publication procedure in Section 7-1-2121 for that particular Resolution.

5. All resolutions shall become effective once they are approved by majority vote of the Board of County Commissioners and signed by the chairperson.

Section 9.03 Right of Initiative. The people retain the right to present ordinances and resolutions for adoption by the initiative process, as prescribed by law.

Adopted January 9, 2023

Debi Randolph Chair

Darrel Folkvord

Lindsey Richtmyer

Broadwater County Board of County Commissioners

ATTEST:

Angie Paulsen, Clerk & Recorder