

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, June 7, 2023

- 10:00 AM** Discussion/Decision, TJ Graveley, Public Works Director, Solid Waste Scale Purchase and Solid Waste and Road Updates
- 10:05 AM** Discussion/Decision, Nick Rauser, Broadwater County Sherriff, Lexipol Policy, \$7,247.95
- 10:10 AM** Discussion/Decision, Ruby Taylor, Task Order 24-07-1-01-105-0; Master Contract between the State of Montana, Department of Public Health and Human Services and Broadwater County Public Health Department
- 10:15 AM** Discussion/Decision, Nichole Brown, Community Development & Planning Director, Rolling Glen Ranch Estates request Preliminary Plat Approval
- 10:30 AM** Discussion/Decision, Nichole Brown, Community Development & Planning Director, the Quiet Lot 8 Subsequent Minor Subdivision, Final Plat Approval request
- 10:45 AM** Discussion/Decision Form 5100-110, Request for FAA Approval of Agreement for Transfer of Entitlements, Townsend Airport
- 10:50 AM** Discussion/Decision, Market Adjustments, New Position Chief Administrative Officer (CAO), Revise Misty Masolo, Public Works Assistant Job Title and Wages
- 11:10 AM** Discussion/Decision, Jania Hatfield, Deputy County Attorney, Procurement Policy Revisions
- 11:15 AM** Discussion/Decision, Resolution by the County Commission of Anaconda-Deer Lodge County to Appoint a Member to the Board of the Multi-County Abatement Region-4 Board; Inter-Local Agreement Formation, Authority and Administration of Abatement Region-4 for the Opioid Settlement

Thursday, June 8, 2023

- 10:00 AM** Public Meeting in the Flynn Building; Bureau of Land Management (BLM) Butte, MT Field Office Focused Outreach Meetings

11:00 AM

Weekly Working Meeting with Jania Hatfield, Deputy County Attorney, in the
Commission Office regarding projects and deadlines

Friday, June 9, 2023

**COMMISSIONERS WILL BE ATTENDING MONTANA ASSOCIATION OF COUNTIES (MACo)
DISTRICT MEETINGS IN DILLON**

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 (416 Broadway)

(Please note: These meeting times/dates may change, please check the county website)

The Commissioners may be attending these board meetings (except the Planning Board)

- *Fair Board on June 8th at 7 pm*
- *Trust Board on June 13th at 11:30 am*
- *BC Planning Board on June 13th at 1pm*
- *LAC Meeting on June 14th at 2 pm*
- *BC Weed Board Meeting on June 14th at 7pm*

TJ Graveley

From: Dave Hegardt <daveh.agc@gmail.com>
Sent: Friday, May 12, 2023 3:34 PM
To: TJ Graveley; Nick Rockwell SCALES
Subject: 40x11 scale options

TJ,
Here is the basic pricing for options discussed

Used 40x10 scale used electronics

2 modules , Avery Weightronics
\$27,500.00 FOB Eugene Or

Add for a special foundation ,shipping , set up ,calibration aprox \$28,000.00

New portable 40x 11

New electronics, side rails ,
Manufactured by Rockwell Scale
Delivered To your prepared site ,
Calibrated \$60,047.00

Excluding ; lifting devise , excavation ,

May need concrete pier , and approaches for long term use .

<https://rockwellscales.com/>

New Steel deck 40x 11

Manufactured by Rockwell Scale

Side rails , new electronics,

Concrete foundation,
Delivered To your site ,
Set up and calibrated

\$61,750.00

Excluding : lifting devise ,excavation

New Concrete deck 40x11

Manufactured by Rockwell Scale

Side rails , new electronics
Concrete foundation ,
Set up and calibrated

\$59,200.00

Excluding : excavation

TJ this is

Estimated pricing , final foundation pricing will require good photos .

We can write up a formal quote after your decide which option to go with .

Electronics include indicator,
Printer , 4" reader board ,jBox ,
Loadcells and cables .

Typical Exclusions :

All site work ,excavation , scale house , all ac electrical , Lifting devises to set scale ,
If desired , not usually required for equipment -permits , engineering ,
Special testing and costs associated with them.

<https://rockwellscales.com/>

The Hulk Series truck scales are designed to accommodate a minimum of 250 trucks per day with a DTA (dual tandem axle) load of 45,000 pounds for 25 years without weighbridge fatigue. This is equivalent to over 2 million weighments. In addition, the patented load cell suspension design will ensure reliable, legal-for-trade accuracy that you can depend on for years to come. Finally, to make your truck scale investment decision even easier, Hulk Truck Scale comes with a 2-year weighbridge guarantee, and to ensure worry free operation. Unlike most "economy class" models the Hulk series truck scales does not sacrifice quality for price. The Hulk steel deck modules boast wide flange I-beam construction.

Features:

- Top access to load cells and junction box
- 75,000 lb capacity load cells
- Multiple Junction boxes
- NTEP-certified, CC #02-003A1
- 90,000 lb Concentrated Load Capacity (CLC)
- 90,000 lb Dual Tandem Axle (DTA)
- Up to 1000,000 lb to 200,000 lb scale capacity
- Span deflection ratio (1:1100) for legal highway loads

ROCKWELL SCALES

HEAVY-CAPACITY TRUCK SCALES

THE HULK

The Rockwell Scales steel deck HULK is your go-to solution for a premium vehicle scale without the premium price tag.

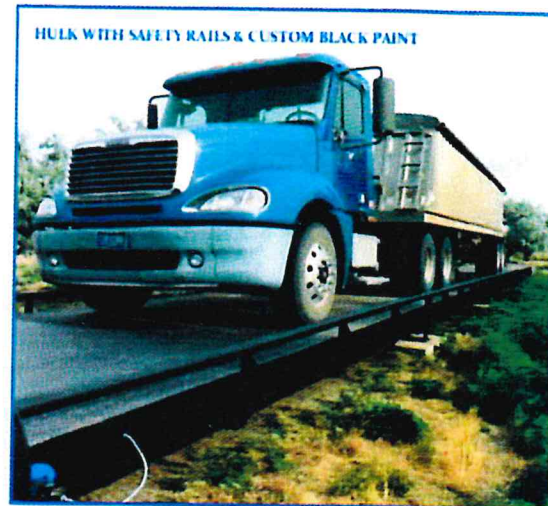
Boasting up to a 270,000-pound capacity, the HULK's heavy 3/8" deck plate is reinforced by W12x26 I-beams running the length of the scale, parallel running beams throughout the weighbridge, lateral supporting cross-members no more than 5 feet apart, and all 100% constructed with the highest quality American steel. Our competitors charge thousands extra to provide these features as "Optional". Rippling, warping, and cracking decks are inherent in their standard designs with thinner decks of 1/4" or 5/16" steel, reinforced by fewer, lighter I-beams. At Rockwell Scales, we believe durability shouldn't be optional: "Montana-tough" means strength comes standard.

Our patented free-floating load cell design allows the scale to self-center and protects it from impacts. In the event of a side impact or uncommon damage the scale would slide, protecting the vital components rather than breaking cells, links, or stands. In such an event, the scale is easily repositioned by simply adjusting the stands. No crane required.

We ensure complete protection against rodents and deterioration with end-to-end conduit all the way into the junction box. Our optional safety railings have a compact diameter and more vertical supports, which resists impacts and denting without loss of strength. An open bottom, orthotropic design lets the scale "breathe" and prevents rust formation. As the name implies, the HULK is designed to take a beating!

Why stop there? Take it to go! The scale can be placed inside a portable steel framework and set on any level and compacted site with no cement work necessary.

Every Rockwell HULK acts as a testament to our decades-old commitment: Providing everything you need and nothing you don't. Call today and get your free quote for the only steel deck truck scale built Montana-tough, the Rockwell HULK!



STANDARD FEATURES:

- Made in the USA
- 3/8" Steel Deck
- Heavier I-beam construction than the competition
- Open bottom design allows scale to "breathe", preventing rust
- No exposed wiring
- Pit or Above Ground installation
- Up to 14' wide
- Modular bolt-together design installs within hours with no welding or concrete work

OPTIONAL FEATURES:

- Safety Rails
- Printers and Remote Displays
- Traffic lights and controls
- Multi-platform configurations for axle weighing
- Custom Paint
- Portability Kits
- Dump-through
- Modification to fix existing pit
- Higher or Lower Capacities
- Higher or Lower Clearance



CALL US TODAY!
(406) 799-3945

ROCKWELLSCALES.COM

ROCKWELL SCALES

THE HULK SERIES TRUCK SCALES SPECIFICATIONS:

GENERAL SPECIFICATIONS:

CAPACITIES	20 TON TO 135 TON
SECTIONS	2 TO 7
MODULES	1 TO 6

MODULE DATA:

MODULE DESIGN	ORTHOTROPIC
MODULE CONSTRUCTION	STRUCTURAL STEEL
MODULE UNDER STRUCTURE	OPEN BOTTOM
APPROVALS	NTEP CC# 99-063A1

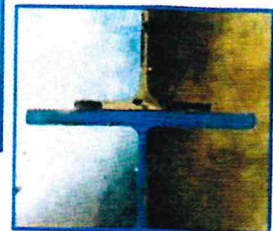
LOAD CELL DATA:

LOAD CELL TYPE	DOUBLE SHEAR BEAM
LOAD CELL PROTECTION	ENVIRONMENTALLY SEALED, CHROME PLATED, STAINLESS & HERMETICALLY SEALED (OPTIONAL)
LOAD CELL RESISTANCE	700 OHMS
LOAD CELL OUTPUT	3.00 MV/V
LOAD CELL CABLE LENGTH	50'
LOAD CELL APPROVALS	NTEP CC# 87-094A2
FACTORY MUTUAL APPROVED	

Rockwell Scales can be paired with accessories and electronics from most major manufactures. For a complete list of accessories such as printers, remote displays, advanced programming and more, contact your local authorized Rockwell distributor.



ROCKWELL I-BEAM (SHOWN LEFT) VS. COMPETITOR (SHOWN RIGHT)



ROCKWELL SHOWN IN BLUE

ROCKWELL SCALES INC.
174 MCIVER ROAD
GREAT FALLS, MT 59404

(406) 799-3945
ROCKWELLSCALES.COM





ARMOR®

TRUCK SCALES

SMARTCELL®

DIGITAL LOAD CELLS

STEEL DECK SERIES

- SmartCell® stainless steel, waterproof digital load cells
- No moving parts below the scale deck, including load cells
- IoT-enabled iSite remote monitoring software
- Heavyweight 50-ton CLC standard



LEGAL FOR TRADE

Cardinal Scale's ARMOR® digital truck scales come in a wide variety of standard models available (listed on the back page), plus custom-engineered designs.

Cardinal®

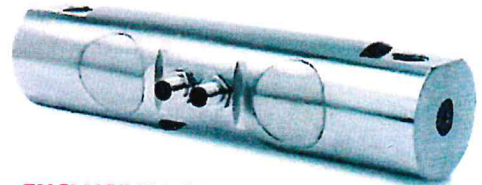
UNDISPUTED HEAVYWEIGHT CHAMPION



DIGITAL TRUCK SCALES OFFERING UNMATCHED PERFORMANCE BUILT TO LAST A LIFETIME

Cardinal Scale's ARMOR® series digital truck scales with SmartCell® load cells offer unmatched performance built to last a lifetime of heavy-duty weighing use. Every facet of the scale weighbridge and electronics have been specifically built for long-lasting endurance, minimal upkeep, and IoT monitoring convenience. The long-lasting, baked-on, anti-corrosion tan powder coat paint finish ensures a lifetime of trouble-free protection.

The NTEP legal-for-trade ARMOR® series arrives fully prepared for quick installation with load cells and stands pre-installed. Cardinal Scale's unique axis® frictionless centering system provides gravity-driven dynamic centering to restrain deck movement and vibration. Every ARMOR® steel deck truck scale is 100% assembled, pre-calibrated, and tested before shipping.



EXCLUSIVE LOAD CELL PROTECTION

Load cells are the most sensitive part of any truck scale and Cardinal Scale offers the ultimate protection in the ARMOR's SmartCells. Each IP69K-rated waterproof stainless steel load cell is completely encapsulated and filled with a potting compound to fill all internal voids and prevent any potential for moisture entering the load cell and causing premature failure.

SmartCell® digital load cell cables are metal braided and run in a continuous galvanized steel conduit for optimal protection against rodents.



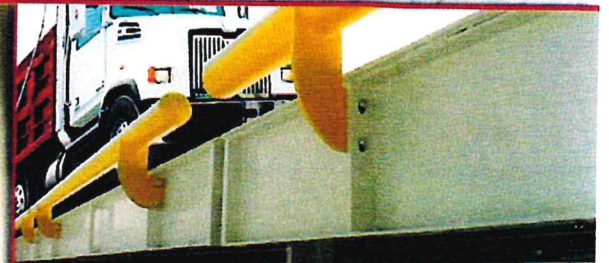
225
NAVIGATOR



iSITE

The Cloud-based iSite remote monitoring software comes standard with all ARMOR digital truck scales and offers e-mail and/or text alerts to your authorized Cardinal Scale dealer ensuring your scale is performing at all times during peak operations.

Cardinal's 225D Navigator weight indicator provides truck ID numbers and truck tares, plus diagnostic readouts onscreen for individual digital load cells.



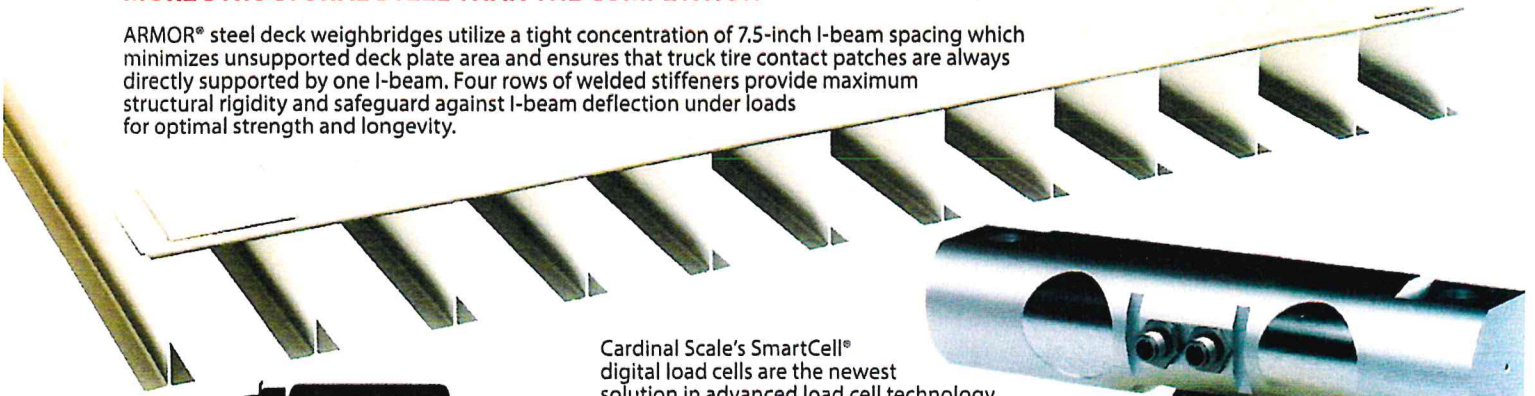
Optional bolt-on guide rails are available to help drivers stay centered on the scale.



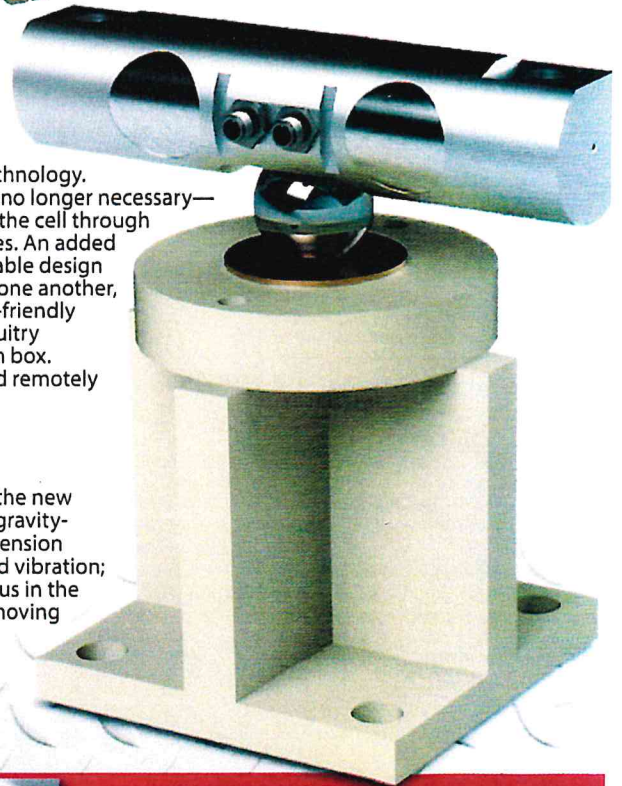
TAKE A LOOK INSIDE AN ARMOR® WEIGHBRIDGE TO SEE WHY IT'S THE BEST TRUCK SCALE ON THE MARKET

MORE STRUCTURAL STEEL THAN THE COMPETITION

ARMOR® steel deck weighbridges utilize a tight concentration of 7.5-inch I-beam spacing which minimizes unsupported deck plate area and ensures that truck tire contact patches are always directly supported by one I-beam. Four rows of welded stiffeners provide maximum structural rigidity and safeguard against I-beam deflection under loads for optimal strength and longevity.



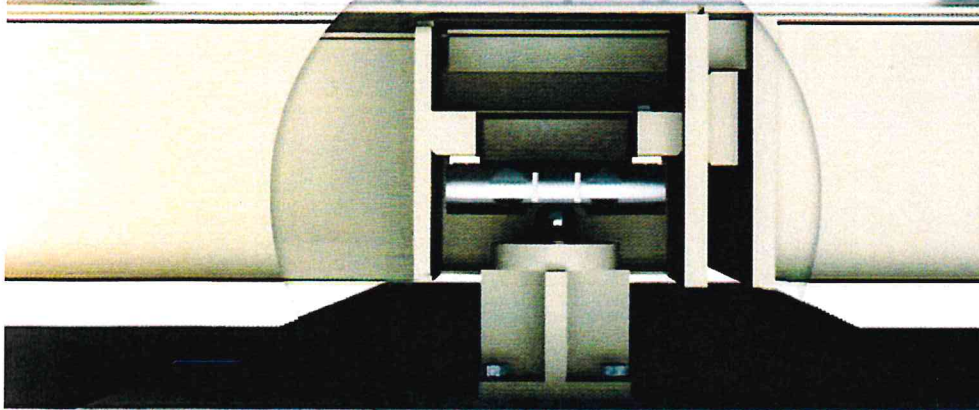
Cardinal Scale's SmartCell® digital load cells are the newest solution in advanced load cell technology. Messy, time-consuming wiring is no longer necessary—cables connect plug-and-play to the cell through metal braided rodent-proof cables. An added bonus for such a simple cell-to-cable design is load cells are linked directly to one another, yielding a more convenient, user-friendly load cell system. Internal cell circuitry eliminates the need for a junction box. Individual cells may be monitored remotely via iSite Cloud-based software.



axis® Frictionless Centering System

Cardinal Scale's axis® frictionless centering system is the new frontier for load-centering technology and provides gravity-driven dynamic centering. The axis' durable ball suspension system utilizes gravity to restrain deck movement and vibration; in fact, the heavier the load is, the better. Since the ball is constantly seeking its radius in the stand cup below and the load cell above, it will absorb movements from the truck moving on the weighbridge and bring the weighbridge to rest more quickly and smoothly.

HIGH LOAD CELL POSITIONING YIELDS MULTIPLE BENEFITS



There are no moving parts below the ARMOR® weighbridge, including the load cells, which eliminates build-up failures due to corrosion, sediment, and debris. The axis® load cell stands are fabricated from one-inch-thick steel to minimize rust and corrosion damage and ensure long-term strength and durability.

WEIGHBRIDGE DESIGN STRENGTH ADVANTAGES



The ARMOR's SmartCell® load cell pockets are surrounded on both sides by I-beams which run the entire length of the weighbridge. This alleviates any potential structural weakness around the load cell region like in competitors' truck scales. The no-bolt bridge connections feature interconnecting load blocks and receivers welded directly to the I-beams for strength and durability.



ARMOR[®]

TRUCK SCALES

SMARTCELL[®]

DIGITAL LOAD CELLS

ARMOR[®] Digital Truck Scale Steel Deck Models

LENGTH	Overall Capacity	CLC	Number Of Sections	WIDTH			
				10 Ft.	11 Ft.	12 Ft.	14 Ft.
12 ft.	50 tons	50 tons	2	1010200	1010219	1010238	1010257
20 ft.	50 tons	50 tons	2	1010201	1010220	1010239	1010258
25 ft.	50 tons	50 tons	2	1010202	1010221	1010240	1010259
30 ft.	70 tons	50 tons	3	1010203	1010222	1010241	1010260
40 ft.	70 tons	50 tons	3	1010204	1010223	1010242	1010261
47 ft.	70 tons	50 tons	3	1010205	1010224	1010243	1010262
50 ft.	80 tons	50 tons	4	1010206	1010225	1010244	1010263
60 ft.	110 tons	50 tons	4	1010207	1010226	1010245	1010264
70 ft.	135 tons	50 tons	4	1010208	1010227	1010246	1010265
75 ft.	135 tons	50 tons	4	1010209	1010228	1010247	1010266
80 ft.	135 tons	50 tons	5	1010210	1010229	1010248	1010267
90 ft.	135 tons	50 tons	5	1010211	1010230	1010249	1010268
100 ft.	135 tons	50 tons	6	1010212	1010231	1010250	1010269
110 ft.	135 tons	50 tons	6	1010213	1010232	1010251	1010270
117 ft.	135 tons	50 tons	6	1010214	1010233	1010252	1010271
120 ft.	135 tons	50 tons	6	1010215	1010234	1010253	1010272
125 ft.	135 tons	50 tons	6	1010216	1010235	1010254	1010273
140 ft.	135 tons	50 tons	7	1010217	1010236	1010255	1010274
160 ft.	135 tons	50 tons	8	1010218	1010237	1010256	1010275



LEGAL FOR TRADE

ARMOR Weighbridge:
Cert. No. 17-047

SCBD Load Cell:
Cert. No. 16-088



MEASUREMENT CANADA

Notice of Approval
AM-4890

ARMOR[®] Digital Truck Scale Steel Deck Multi-Platform Models

LENGTH	Overall Capacity	CLC	WIDTH
			11 Ft.
12, 20, 40 ft.	135 tons	50 tons	1010750
15, 15, 50 ft.	135 tons	50 tons	1010751
20, 20, 40 ft.	135 tons	50 tons	1010752

CLC = Concentrated Load Capacity: The maximum axle-load concentration for a group of two axles with a center line spaced 4' apart and an axle width of 8' that can safely be applied to the scale.

Other sizes and capacities readily available. Please consult the Cardinal Scale factory for more options.

Cardinal Scale reserves the right to improve, enhance, or modify features and specifications without prior notice.

Cardinal
Cardinal Scale Manufacturing Co.
203 E. Daugherty, Webb City, MO 64870 USA
Ph: 417-673-4631 or 800-441-4237 • Fax: 417-673-2153
www.CardinalScale.com

Mobile: m.cardinalscales.com

SOLD BY:



Gallatin Scales, Inc.
PO Box 610
Manhattan, MT 59741

QUOTE

5/10/23

Broadwater County
TJ Graveley
Townsend, MT

RE: Truck Scale

Cardinal model 1010204, pitless 70 ton truck scale 50 ton CLC, Steel Deck 10 ft x 40 ft with model 225D Digital Indicator and Epson TM-U295 Ticket Printer	\$ 45,250.00
4 inch pipe side rails	\$ 3,600.00
Labor and Travel Expense to set scale, wire and calibrate (does not include crane)	\$ 1,000.00
TOTAL for Scale	\$ 49,850.00

Freight FOB Webb City MO not included

Labor and Materials to form and pour 3 footings, 2-10ft approaches	\$ 13,500.00
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Does not include excavation or Labor and Gravel to build up approaches and Road

Does not include trenching for Load Cell Cable from Scale to office

GRAND TOTAL	\$ 63,350.00
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Scale Price includes the following items:

6- Cardinal Stainless steel load cells, mounts and stands
Cable to locate instrument 100 ft from scale

TJ, If you have any questions please call me

Gallatin Scales, Inc
Brian Ritts 406-284-6672
406-581-6672



Gallatin Scales, Inc.
PO Box 610
Manhattan, MT 59741

QUOTE

5/10/23

Broadwater County
TJ Graveley
Townsend, MT

RE: Truck Scale

Cardinal model 1010203, pitless 70 ton truck scale 50 ton CLC, Steel Deck 10 ft x 30 ft with model 225D Digital Indicator and Epson TM-U295 Ticket Printer	\$ 38,500.00
4 inch pipe side rails	\$ 2,700.00
Labor and Travel Expense to set scale, wire and calibrate (does not include crane)	\$ 1,000.00
TOTAL for Scale	\$ 42,200.00

Freight FOB Webb City MO not included

Labor and Materials to form and pour 3 footings, 2-10ft approaches	\$ 13,500.00
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Does not include excavation or Labor and Gravel to build up approaches and Road

Does not include trenching for Load Cell Cable from Scale to office

GRAND TOTAL	\$ 55,700.00
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Scale Price includes the following items:

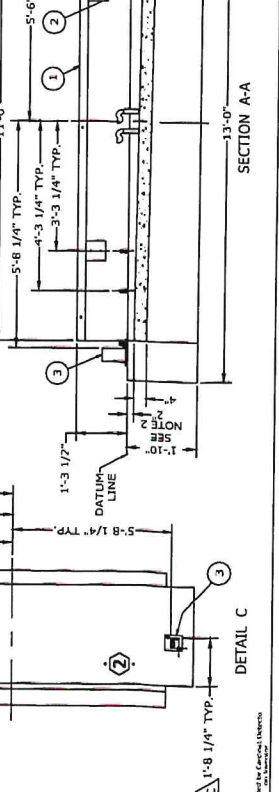
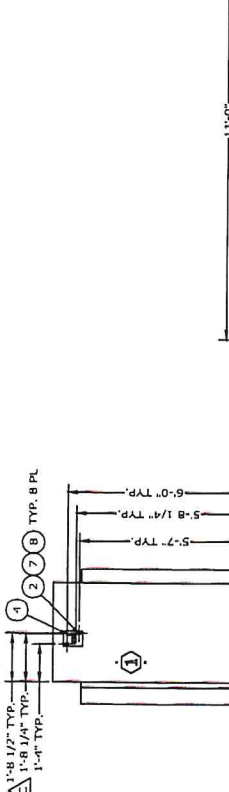
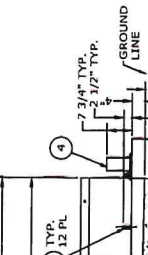
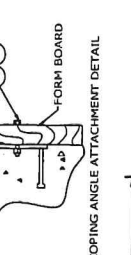
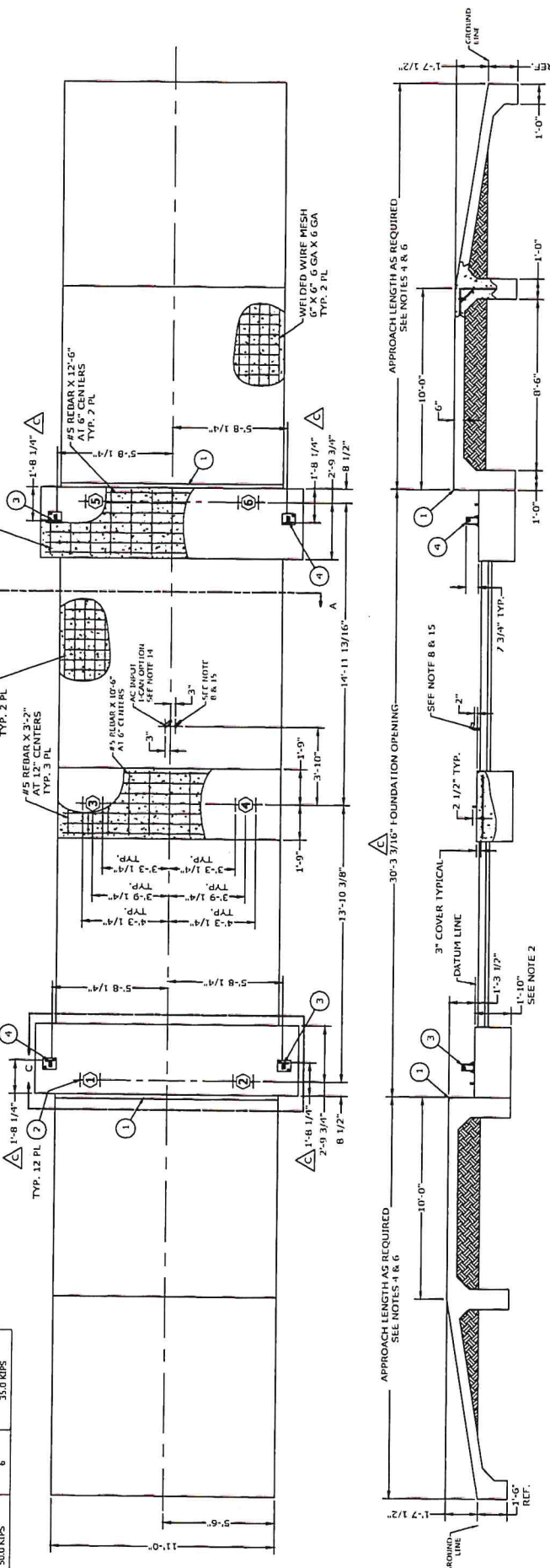
6- Cardinal Stainless steel load cells, mounts and stands
Cable to locate instrument 100 ft from scale

TJ, If you have any questions please call me

Gallatin Scales, Inc
Brian Ritts 406-284-6672
406-581-6672

LOAD CELL	PIER LOADINGS AT 43 TON CLC	
	LOADING	LOAD CELL
1	50.0 KIPS	1
2	50.0 KIPS	2
3	50.0 KIPS	3
4	50.0 KIPS	4
5	50.0 KIPS	5
6	50.0 KIPS	6

REVISION HISTORY		
LTR	DESCRIPTION	DATE
A	RELEASE FOR PRODUCTION	6/6/11
B	FOUNDATION OPENING WAS 30'-3 1/16" TYP. BY 10' 0" 10' 0" 10' 0" TYP. WAS 2'-0" 2'-0" 2'-0" TYP. WAS 1'-8" 1'-8" WAS 1'-2 7/16" TYP.	7/26/11
C	MADE THE FOUNDATION OPENING LONGER BY 1/2" IN LENGTH WAS 30'-2 1/16" NOW 30'-3 1/16"	5/23/14



- NOTES:**
1. THROUGH BAR FURNISHED BY CARDINAL SCALE MFG. CO. AS NOTED IN THE SCALE INFORMATION AS SHOWN IS SUFFICIENT FOR FIRM SOIL AND GOOD CONSTRUCTION. THE FOUNDATION SHALL BE SUBMITTED FOR APPROVAL BY THE CITY ENGINEER AND THE NEIGHBORING PROPERTY OWNER PRIOR TO CONSTRUCTION OF THE FOOTING AND THE FOUNDATION SHALL BE BUILT TO THE BELOW THE FROST LINE.
 2. THE FOUNDATION CONTRACTOR SHALL CONTACT THE STATE WEIGHT AND MEASUREMENT DIVISION FOR A REVIEW OF THE FOUNDATION DESIGN.
 3. THE FOUNDATION CONTRACTOR SHALL CONTACT THE STATE WEIGHT AND MEASUREMENT DIVISION FOR A REVIEW OF THE FOUNDATION DESIGN.
 4. WORK FROM THE CENTER AND ENDS OF A VERTICAL SCALE INSTALLED IN ANY ONE STRAIGHT APPROACH AS NOTED.
 5. WORK FROM THE CENTER AND ENDS OF A VERTICAL SCALE INSTALLED IN ANY ONE STRAIGHT APPROACH AS NOTED.
 6. THE FOUNDATION CONTRACTOR SHALL CONTACT THE STATE WEIGHT AND MEASUREMENT DIVISION FOR A REVIEW OF THE FOUNDATION DESIGN.
 7. THE FOUNDATION CONTRACTOR SHALL CONTACT THE STATE WEIGHT AND MEASUREMENT DIVISION FOR A REVIEW OF THE FOUNDATION DESIGN.
 8. THE FOUNDATION CONTRACTOR SHALL CONTACT THE STATE WEIGHT AND MEASUREMENT DIVISION FOR A REVIEW OF THE FOUNDATION DESIGN.
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 12. THE FOUNDATION CONTRACTOR SHALL CONTACT THE STATE WEIGHT AND MEASUREMENT DIVISION FOR A REVIEW OF THE FOUNDATION DESIGN.
 13. THE FOUNDATION CONTRACTOR SHALL CONTACT THE STATE WEIGHT AND MEASUREMENT DIVISION FOR A REVIEW OF THE FOUNDATION DESIGN.
 14. THIS IS FOR THE OPTION OF THE FOUNDATION CONTRACTOR ONLY.
 15. NOT SUPPLIED BY CARDINAL SCALE MFG. CO.

Cardinal Scale Mfg. Co.
 Certified For Construction
 By: [Signature]
 Date: 12/6/16

QTY.	QTY.	ITEM	DESCRIPTION	MATERIAL SOURCE
1	1	FOUNDATION		
2	2	FOUNDATION		
3	3	FOUNDATION		
4	4	FOUNDATION		
5	5	FOUNDATION		
6	6	FOUNDATION		
7	7	FOUNDATION		
8	8	FOUNDATION		
9	9	FOUNDATION		
10	10	FOUNDATION		
11	11	FOUNDATION		
12	12	FOUNDATION		
13	13	FOUNDATION		
14	14	FOUNDATION		
15	15	FOUNDATION		
16	16	FOUNDATION		
17	17	FOUNDATION		
18	18	FOUNDATION		
19	19	FOUNDATION		
20	20	FOUNDATION		

UNIVERSITY OF CALIFORNIA
 FOUNDATION PLAN
 TITLE: [Project Name]
 SCALE: [Scale]
 DATE: [Date]
 PROJECT NO.: [Project Number]
 SHEET NO.: [Sheet Number]
 OF [Total Sheets]
 BY: [Design Engineer]
 CHECKED BY: [Design Engineer]
 APPROVED BY: [Design Engineer]
 CONTRACT NO.: [Contract Number]
 FOUNDATION PLAN
 TITLE: [Project Name]
 SCALE: [Scale]
 DATE: [Date]
 PROJECT NO.: [Project Number]
 SHEET NO.: [Sheet Number]
 OF [Total Sheets]
 BY: [Design Engineer]
 CHECKED BY: [Design Engineer]
 APPROVED BY: [Design Engineer]
 CONTRACT NO.: [Contract Number]



Quote

#16084

05/02/2023

Bill To

Broadwater County Public Works
515 Broadway St.
Townsend MT 59644
United States

Ship To

Broadwater County Public Works
515 Broadway St.
Townsend MT 59644
United States

Customer #

657326

Terms

TBD - Pending Approved
Credit

Sales Rep

Parsley, Ralph

Quote Expiration Date

05/19/2023

Quote Details

Broadwater County Public Works New Truck Scale Quote

40' x 11' STEEL DECK Truck Scale Sidewinder Truck Scale Scope: 40 x 11 LPS with portable Subframe.

We have limited build slots left in June otherwise expect a shipment in August.

ARO/Deposit. FOB Phoenix. Prior to installation customer must prepare a 60' x 20' flat/level/compacted pad. Customer to build access ramps after installation. (Pad and Ramps can be done by swscale at prevailing rates).

Trucking from Phoenix and Crane are additional and added to the final invoice unless provided by customer. Taxable at 8.6% added to final invoice unless exempt. AC power supplied by the customer. Single point earth ground preferred. Structure for remote displays are by others or additional.

Special Note: Due to current market conditions associated with material, product supply, availability and pricing all quotes will be valid for 10 days until further notice. Further market conditions may require price adjustments to all construction projects based on material costs at project start. Thank you for your understanding and the opportunity to provide you this proposal.

Qty	Units	Description	Rate	Amount
1	Ea	Sidewinder Truck Scale: Model 40'x11' LPS4040 - Steel deck with wheel curbs, 1 module, and 12" end-wall height (profile height). NTEP COC# 88-265. 3/8" tread plate run the length of each module. 80,000 x 20 lb. Scale uses 4 (65K) double ended shear beam load cells with braided wire cables (Rodent Protection). All rigid conduit and sealed NEMA 4 rated junction boxes throughout. 10 year warranty on weighbridge, 2 year load cell warranty. Model ships 12'6" outside width and requires 1 truck for shipping.		\$36,500.00
1	Ea	Portable Sub Frame Kit- Included with the scale is the Sidewinder Portable 18" subframe with 9" cleanout room under scale. Allows the scale to be placed on a Compacted 60' x 20' Flat and level pad (Supplied by customer prior to installation). Ideal for portable applications where concrete foundations are costly or plant is needing to get moved often. Setup / Tear-down can happen in 1 day or less.		\$13,125.00
1	Ea	Scale Indicator 680+ Stainless Steel enclosure. Basic functions with Two (2) RS-232 Ports. Includes 0-9 keypad. Battery Backed Time and Date. Includes 100' of Homerun cable, 50' Serial cable.		\$1,512.50
1	Ea	4" LED Outdoor Remote Display housed in a weatherproof industrial enclosure with a 4" Display viewable for 150'. Mounting bracket provides for a multitude of placement options.		\$1,842.50
1	Ea	Grounding Kit for weighbridge to earth ground. Tripp Lite Surge protector and UJB3T6DC transient protection module.		\$935.00
1	Ea	Trucking of scale to jobsite (FOB Phoenix) Actual fees prevail on the final invoice.		\$5,500.00

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PO 8760 Phoenix AZ 85066

602-243-3951

rparsley@swscale.com



Quote

#16084
05/02/2023

Qty	Units	Description	Rate	Amount
		<p>WARRANTY - Terms and Conditions: The following provisions form part of the order acknowledged and accepted, as express agreements between Southwestern Scale Company, Inc. and the Buyer governing the terms and conditions of the sale. Any modifications must be in writing and signed by both Seller and Buyer.</p> <p>1. Southwestern Scale Company warrants their scale against defective parts and workmanship for a period of Ten (10) Years. Defective parts will be made available from our factory, Phoenix Az and do not cover shipping costs. This warranty is void if failure due to overload or the result of construction-foundation shift due to unstable soils, concrete failure, etc.</p> <p>1) If failure is the result of SITE CONDITIONS - foundation shift, Etc. - It is the owner's responsibility to provide soil reports and to insure that soil will properly support the foundation, not allowing it to shift.</p> <p>2) If failure is due to Southwestern Scale furnished concrete construction - concrete work will be warranted only if owner obtains test samples at time of the pour and documents the ready-mix company supplied improper concrete.</p> <p>2. Electronic and mechanical equipment not manufactured by Southwestern Scale used for sensing, indication and printing is warranted for One (1) Year. Electronic Load Cells used with the scale are warranted for Two (2) YEARS - warranty does not cover submersion or arc welding. Warranty does not include Labor, shipping and Trip charges.</p> <p>3. The seller accepts no liability for special damages, loss of profits, loss of production, or incorrect weighing claims (Meaning incorrect use of scale, driver /truck not positioned on scale properly, errors in entry of weights, operator errors, Driver in truck or out of truck errors, Load shift/modifications after weigh-ment takes place).</p> <p>4. Construction pricing is based on normal site conditions. If buried items are encountered during excavation, extra costs will be on cost plus 10%.</p>		

CUSTOMER PURCHASE ORDER NO _____	Subtotal	\$59,415.00
	Tax (0%)	\$0.00
QUOTE ACCEPTED BY _____	Total	\$59,415.00



MASTER SERVICE AGREEMENT

Agency's Name: Broadwater County Sheriff's Office (MT)
Agency's Address: 519 Broadway
Townsend, Montana 59644

Attention:

Sales Rep: Bennett Wixon
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Broadwater County Sheriff's Office (MT)

Lexipol, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

TASK ORDER NUMBER 24-07-1-01-105-0

**TO THE MASTER CONTRACT
EFFECTIVE JULY 1, 2019 TO JUNE 30, 2026
BETWEEN THE STATE OF MONTANA,
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
AND BROADWATER COUNTY PUBLIC HEALTH DEPARTMENT**

Strengthening Public Health Workforce

SECTION 1. PARTIES

This Task Order is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, Montana, 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and Broadwater County Public Health Department ("Contractor"), Federal ID Number 81-6001337 and 124 N. Cedar, Townsend, MT 59644, Phone Number (406) 266-5209, Fax Number (406) 266-3940.

THE DEPARTMENT AND CONTRACTOR AGREE AS FOLLOWS:

SECTION 2. PURPOSE

The purpose of this Task Order is to enhance local public health capacity to deliver Foundational Public Health Services, meet requirements of Montana Code Annotated (MCA) Title 50 Health and Safety, and/or continue COVID-19 Pandemic response and recovery. This funding is intended to provide support for new staff or additional staff time at the local health departments.

SECTION 3. TERM OF TASK ORDER

- A. The term of this Task Order for the purpose of delivery of services is from 07/01/2023 through 06/30/2024.
- B. Each Party, after expiration or termination of this Task Order, remain subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the Task Order including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, and property ownership and use.

SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK

- A. The Contractor agrees to provide the following services:
 - 1. Contractor shall hire and/or retain a Professional or Clinical Staff up to 1.0 Full Time Equivalent (FTE) or up to 40 additional staff hours per week.
 - 2. Expenses must be for a newly hired position, additional time for part-time staff, or continued funding for positions receiving COVID-19 related emergency supplemental funding that is expiring. Other expenses, including equipment, supplies, travel, and training, must be for the funded positions, and are not to exceed \$5000. Equipment and supplies

include items for the funded positions' personal use while conducting daily duties, including personal protective equipment, office supplies, computers, cell phones, internet costs, cybersecurity software, and other costs associated with the support of the expanded workforce (insofar as they are direct charged to the grant and not covered by internal indirect costs). Travel expenses include costs for employee on-boarding training and professional development opportunities. Training expenses include costs for employee on-boarding training, skills development, professional development, and continued education. The Department will not reimburse for costs related to programmatic activities. Requests to spend greater than \$5000 on equipment, supplies, travel, and/or training must be pre-approved by the liaison noted in Section 9: Liaisons and Services of Notices. Carry over of any unused funds or additional funding for other expenses in subsequent years based on availability of funds.

3. Any equipment, supplies or other items purchased with funds associated with this Task Order are the property of the Contractor and the Department makes no commitment to maintain or replace these items. If applicable, disposition of any durable equipment over \$10,000 must be requested from the Department prior to the end of this Supplemental Funding.

4. Contractor shall submit to the Department's liaison listed in Section 9: Liaisons and Services of Notices, invoices and other information requirements as requested. Contractor shall submit a quarterly invoice containing the information below along with an itemized accounting of all expenses to the Department liaison found in Section 9: Liaisons and Services of Notices on or before October 31, January 31, April 30, and July 31 each State fiscal year within the term of this Task Order. The supporting financial documentation must show actual payments made specifically from this funding source and is not to include additional information that is not applicable to this Task Order. The invoiced amount requested for reimbursement must match the amount in the supporting financial documentation. If the amounts do not match, the invoice and supporting documents will be returned unpaid. Invoices and supporting documents will be submitted via email. Contractor shall include the following information for each individual funded over the invoice period:

- a) First and last name
- b) Position Title
- c) Average/designated FTE level – based on a 40-hour work week
- d) Hourly pay rate (if salary divide by 2080 hours)
- e) Hire date
- f) Resignation date if applicable
- g) Contractual or non-contractual (government employee)
- h) If Contractual- Vendor or contractor's business name
- i) Total cost of pay and benefits (total compensation)
- j) Cost of equipment purchased for the individual
- k) Cost of supplies purchased for the individual
- l) Cost of travel for the individual
- m) Cost of training for the individual
- n) Total reimbursement requested
- o) Position summary purpose/justification and accomplishments

5. Funding is provided by the Centers for Disease Control and Prevention and cannot replace existing funding from any other resource, unless that funding is from the State or Federal Government and funding is ending or has ended. Positions funded, or previously

funded, with county revenue cannot be funded under this Task Order unless the position has been unfunded for at least one annual budget cycle by the county government. The intent of this funding is to increase staffing at health departments which involves recruiting and hiring or contracting new personnel for new positions, converting part-time positions to full-time, or continued funding for positions funded with other COVID-19 supplemental funding that is ending.

6. Contractor shall collaborate with the Department staff and all affiliated contractors to carry out activities required by the agreement.

7. Contractor shall reimburse the Department for any funds misused or otherwise diverted due to negligence, fraud, theft, embezzlement, forgery, bribery, or other unlawful loss caused by the Contractor, its employees or agents.

8. Contractor shall maintain complete, accurate, and current accounting of all funds received and expended, in accordance with OMB Circular A-87 (Cost Principles for State, Local, and Federally Recognized Indian Tribal Governments)..

B. The Department agrees to reimburse the Contractor for authorized and documented expenses every three months to include pay, fringe benefits, equipment, supplies, travel, and training up to the limit of the Contractor's funding. Equipment, supplies, travel, and training total reimbursement is limited to a total of \$5000.

SECTION 5. CONSIDERATION, PAYMENTS, AND PROGRESS PAYMENTS

A. In consideration of the services provided through this Task Order, the Department will pay the Contractor on a reimbursement basis up to a total of \$77,000 for 12 months.

Quarter 1 (7/1/23 – 9/30/23): Invoice and all necessary supporting documentation due by October 31, 2023.

Quarter 2 (10/1/23 – 12/31/23): Invoice and all necessary supporting documentation due by January 31, 2024.

Quarter 3 (1/1/24 – 3/31/24): Invoice and all necessary supporting documentation due by April 30, 2024.

Quarter 4 (4/1/24 – 6/30/24): Invoice and all necessary supporting documentation due by July 31, 2024.

If invoices are complete, accurate, submitted by the deadline, and include all necessary supporting documentation, payments will be processed within 60 days of the end of each quarter.

B. Each quarter, if approved and funded positions are vacant for periods of time or expenses are significantly less than anticipated, the Department will assess county expenses and will notify county of a reduction of authorized funding level, if appropriate. This affords the Department time to reallocate funding to other priorities prior to the end of the Federal grant.

- C. All invoices and supporting documents must be received by the Department no later than 30 days following the Task Order end date of June 30, 2024. Invoices received after 60 days will not be paid by the Department.
- D. The completion date of performance for purposes of issuance of final payment for services is the date upon which the Contractor submits to the Department such final reports as are required under this Task Order and are satisfactory in form and content as determined by the Department.

SECTION 6. SOURCE OF FUNDS AND FUNDING CONDITIONS

The source of the funding for this Task Order is \$77,000 from Centers for Disease Control and Prevention (CDC) CFDA #93.354.

SECTION 7. CFR 200 REQUIREMENTS

The following information may be required pursuant to 2 CFR 200:

1. Sub recipient name: Broadwater County Public Health Department
2. Sub recipient UEI Number: ENMTASEFELN8
3. FAIN number: NU90TP922162
4. Federal award date: 05/19/2021
5. Federal award budget period start & end date: 07/01/2023-06/30/2024
6. Total amount of funds obligated with this action: \$77,000
7. Amount of federal funds obligated to sub recipient: \$77,000
8. Total amount of the federal award: \$77,000
9. Project description: Cooperative Agreement for Emergency Response: Public Health Crisis Response – 2018
10. Awarding agency/pass-through entity: MT DPHHS PHSD Public Health System Improvement Office, Terry Ray Terenceray@mt.gov 406.439.3693
11. Assistance Listing Number (formerly CFDA #): 93.354/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response
12. Research & Development: No
13. Indirect cost rate: N/A

SECTION 8. TERMINATION

Either party may terminate this Task Order in accordance with the Master Contract.

SECTION 9. LIAISON AND SERVICE OF NOTICES

- A. Allison Scheeler, or their successor, will be the liaison for the Department. Contact information is as follows:

Allison Scheeler
DPHHS PH System Improvement Office
PO Box 202951
Helena, Montana 59620-2951
Phone Number (406) 951-0365
HHSPHSDBuildingHealthySystems@mt.gov

Ruby Taylor, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Ruby Taylor
Broadwater County Public Health Department
124 N Cedar
Townsend, MT 59644
Phone Number (406) 266-5209
rtaylor@co.broadwater.mt.us

These above referenced liaisons serve as the primary contacts between the parties regarding the performance of this Task Order. The State's liaison and Contractor's liaison may be changed by written notice to the other party.

- B. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Task Order.

SECTION 10. FEDERAL REQUIREMENTS

The Contractor agrees that they will comply with all federal statutes and regulations in providing services and receiving compensation under this Task Order. The Contractor acknowledges that there are certain federal statutes and reporting requirements that must be followed whenever certain federal funds are used. It is the Contractor's responsibility to comply with all federal laws and reporting requirements.

SECTION 11. DEPARTMENT GUIDANCE

The Contractor may request from the Department guidance in administrative and programmatic matters that are necessary to the Contractor's performance. The Department may provide such guidance as it determines is appropriate. Guidance may include providing copies of regulations, statutes, standards and policies that are to be complied with under this Task Order. The Department may supply essential interpretations of such materials and this Task Order to assist with compliance by the Contractor. The Contractor is not relieved by a request for guidance of any obligation to meet the requirements of this Task Order. Legal services will not be provided by the Department to the Contractor in any matters relating to the Task Order's performance under this Task Order.

SECTION 12. INFORMAL DISPUTE RESOLUTION PROCEDURES

In addition to the Choice of Law and Remedies in the Master Contract, the Contractor may provide written request for resolution about any disagreement about the Task Order to the Division Administrator, Todd Harwell, Phone Number (406) 444-4141, tharwell@mt.gov with a copy to Director Charlie T. Brereton, Phone Number (406) 444-5623, Fax Number (406) 444-1970, Charles.Brereton@mt.gov.

SECTION 13. PUBLIC INFORMATION AND DISCLAIMERS

- A. The Contractor may not access or use personal, confidential, or privileged information obtained through the Department, its agents and contractors, unless the Contractor does so:
1. in conformity with governing legal authorities and policies;

2. with the permission of the persons or entities from whom the information is to be obtained; and
3. with the review and approval by the Department prior to use, publication or release.

Privileged information includes information and data the Department, its agents and contractors produce, compile or receive for state and local contractual efforts, including those local and state programs with which the Department contracts to engage in activities related to the purposes of this Task Order.

- B. The Contractor may not use monies under this Task Order to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Task Order with any specific political agenda, political party, a candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.
- C. The Contractor must inform any people to whom it provides consultation or training services under this Task Order that any opinions expressed do not necessarily represent the position of the Department. When using non-federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the statement:

“This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department.”

- D. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Task Order funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Task Order.

“For contracts funded in whole or part with federally appropriated monies received through programs administered by the U.S. Department of Health & Human Services, Education or Labor. Section 503 of H.R. 3288, “Consolidated Appropriations Act, Division D, Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2010”, Pub. L. No. 111-117, and in H.R. 1473, “Department” Of Defense And Full-Year Continuing Appropriations Act, 2011”, Title I – General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments.”

- E. When using federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the following statement or its equivalent and must be approved by the Department liaison, prior to use, publication and release.

“This project is funded in whole by grant number(s) NU90TP922162 from the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services and from the Montana Department of Public Health and Human Services. The contents herein do

not necessarily reflect the official views and policies of the U.S. Department of Health and Human Services or the Montana Department of Public Health and Human Services.”

- F. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Contractor or its agents produce with task order monies to describe and promote services provided through this Task Order.

SECTION 14. SCOPE OF TASK ORDER

This Task Order consists of 7 numbered pages.

All of the provisions of the Master Contract are incorporated into and are controlling as to this Task Order. In the case of a material conflict, a dispute, or confusing language between this Task Order and Master Contract the Master Contract shall control. This Task Order does not stand alone. If Master Contract lapses, so does this Task Order. The original Task Order will be retained by the Department. A copy of the original has the same force and effect for all purposes as the original. This is the entire Task Order between the parties.

SECTION 15. AUTHORITY TO EXECUTE

Each of the parties represents and warrants that this Task Order is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order and the Master Contract.

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Todd Harwell, PHSD Administrator
Montana DPHHS

CONTRACTOR, BROADWATER COUNTY PUBLIC HEALTH DEPARTMENT

BY: _____ Date: _____
Debra Randolph, Broadwater County Commissioner

Chief Administrative Officer, CAO Broadwater County

Position Classification PT up to 30 hours per week

~~\$30.00~~/hour (Could this rate be the same as the rate/hour for the Commissioners?)

Position Summary

The creation of the County Administrative Officer is in recognition of the Board of County Commissioners' pursuit of excellence in government, and the Board's desire to improve county processes, communication, accountability, and service to the residents of Broadwater County. The increasing demand of projects, communication, and services is a consequence of the strong growth Broadwater County has and continues to experience.

The County Administrative Officer (CAO) is responsible to the County Commission for assisting in the management of all county departments and operations. The CAO is responsible for managing logistics and activities essential to running county business. The CAO will enhance the operational effectiveness of Broadwater County by facilitating a diverse range of processes and procedures at all levels of county government.

This diverse set of tasks includes the ongoing management of employee classifications and organizational structure, evaluating various workplace processes for performance, project management, and implementing new strategies to improve efficiency and communication across the enterprise. The CAO is crucial in assisting the commission with strategic planning, developing budgets, setting expectations for county operations, and facilitating intragovernmental communication among departments, and the commission. The CAO assists the Board of Commissioners with intergovernmental communication and relations as well.

Supervisory Responsibilities:

- Oversees the ongoing operations of all departments in the County.
- Manages and directs the County toward its primary goals and objectives.
 - Specifically, the Board of County Commissioners established Goals and Objectives are:
 - Efficiently and effectively manage public resources.
 - Engage in effective long-range planning.
 - Improve communication between departments, with community partners, and the general public.
 - Develop and maintain a culture of customer service.
- Promotes communication and cooperation among departments to create a spirit of unity in the organization.

CAO Duties and Responsibilities

The CAO is responsible for supervision and day to day operations of departments reporting to the Board of County Commissioners as well as project management with other county departments and boards as needed. The CAO shall effectively carry out plans and procedures of the commission.

Typical duties and responsibilities include:

- Act as primary point of contact and liaison to members of the Board of County Commissioners.
- Oversee day-to-day operations, including finance, budgeting, and project management.
- Lead and assist with project management and related task delegation.

- Align County operational practices with Commission and public goals to ensure high quality customer service and responsiveness.
- Foster excellence in government and continuous improvement in organizational climate through leadership and professional development.
- Maintain communication between departments.
- Promote employee retention and other vital human resources strategies.
- Create processes and procedures to maximize efficiency of county business. Serve as a liaison within County Government and represent Broadwater County in a manner that enhances intergovernmental relations.
- Facilitate effective communication within County Government and ensure congruence between the policy and operational levels.
- Provide capable executive leadership within Broadwater County.
- Assess and help optimize operational policies, processes, and procedures within county operations.
- Review and prepare budgets, and analyze audit reports.
- Ensure staffing optimization and employee compliance.
- Assess and oversee planning, maintenance, efficiency, and accountability.
- Prepare operational and management reports for the Board of County Commissioners.
- Work with the county legal team to ensure compliance with MCA in courthouse operations, communications, and policy.
- Benchmarking- Develop and evaluate key performance indicators.
- Other duties as assigned.

Required Skills/Abilities:

- Excellent managerial and financial skills and the ability to take leadership over any operations area.
- Superlative communication skills, particularly the ability to communicate as a leader.
- Thorough understanding of management and financial practices in all areas and phases of operations.

Education and Experience:

- Extensive professional experience in leadership roles.
- Education may vary; an advanced degree in public administration, business administration, public finance, or law is preferred, but not required.

Physical Requirements:

- Prolonged periods sitting at a desk and working on a computer.
- Must be able to lift up to 15 pounds at times.
- Must be able to navigate various departments of the organization's physical premises.

FINDINGS OF FACT AND ORDER REPORT

Preliminary Plat
Dated 3/23/2023

THE ROLLING GLEN RANCH ESTATES MINOR SUBDIVISION Preliminary Plat

To: Broadwater County Commissioners
From: Nichole Brown, Broadwater County Community Development Director
Subject: A proposed subdivision to be known as **The Rolling Glen Ranch Estates Minor Subdivision**

GENERAL INFORMATION

Date of Application: March 27, 2023
Element Complete: April 10, 2023
Date of Sufficiency: April 25, 2023
Planning Board Meeting: May 9, 2023 and May 16, 2023
Commission Meeting: May 24, 2023 and June 7, 2023
Review Period Ends: June 14, 2023

SUBDIVIDER: River Properties, LLC
P.O. Box 1418
Anaconda, MT 59711

SUBDIVIDER'S REPRESENTATIVE: Schauber Surveying
218 Broadway
Townsend, MT 59644

LEGAL DESCRIPTION: Situated in SW $\frac{1}{4}$ Section 5 and SE $\frac{1}{4}$ Section 6,
Township 2 North, Range 1 East, Broadwater County,
Montana

GENERAL LOCATION: The proposed subdivision is located off Rolling Glen Ranch
Road, approximately 4.3 miles northwest of the US Highway
287/I-90 Interchange.

I. EXECUTIVE SUMMARY

The Subdivider intends to create three (3) lots from an existing 69.27-acre parcel. Lots range in size from 20.55 to 27.17 acres. All lots are being submitted for review as residential single-family lots. Wastewater will be provided via individual on-site wastewater treatment systems for each lot. Water will be provided to each lot via individual on-site wells. Access will be provided via direct access from each lot to Rolling Glen Ranch Road, a county road. The required preliminary review fee of \$2,625.00 has been paid.

II. REQUEST

Approval of the 3-lot Minor Subdivision for 3 single-family homes.

III. STAFF RECOMMENDATION

Staff recommends APPROVAL of the proposed Rolling Glen Ranch Estates 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 of Rolling Glen Ranch Road, approximately 4.3 miles northwest of the US Highway 287/Interstate 90 interchange

V. EXISTING DEVELOPMENT AND USES

The property is currently used for dryland farming.

VI. ADJACENT LAND USES

North: Agricultural

South: Agricultural

East: Agricultural

West: Residential subdivision

VII. PUBLIC COMMENT

Public Comment will be taken at the May 9, 2023 and May 16, 2023 Planning Board Regular Business Meeting and subsequent Commissioner Meeting(s).

VIII. PROJECT BACKGROUND

This project is a first minor subdivision of record.

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, Rolling Glen Ranch Estates Minor 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: The preliminary plat application provides little information on the impacts on agriculture other than that the property is currently utilized for farming purposes.
3. FINDING: This proposed subdivision could have an effect on agricultural productivity since the land is being removed from agriculture. However, the subdivision should not have impacts on 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 somewhat hilly however due to the size of lots there should be acceptable 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 7, 9-c, 9-g, 9-h and 10 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 three residential lots between 20.55 and 27.17 acres.
3. FINDINGS: There are no existing or proposed agricultural water user facilities for this specific subdivision property noted on the preliminary plat or in the preliminary plat application.

Conditions of Approval Numbers 9-c, 9-g, 9-h and 10 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 lots will be accessed directly from Rolling Glen Ranch Road, a county road. This proposed subdivision is within the jurisdiction of the Broadwater County Sheriff's Office and the Three Forks School System. Fire protection will be offered by the Three Forks Rural Fire District.
3. FINDINGS:
 - a. SOLID WASTE:
Individual lot owners will haul their solid waste to the Logan Landfill as these lots are not within the Broadwater County Solid Waste district. Subdivision residents will have the option of hiring an independent contractor to pick up their solid waste or transport it themselves.

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.

c. UTILITIES:

It is anticipated that Vigilante Electric will provide electrical service and CenturyLink will provide telephone service to the proposed subdivision. Future dry utilities are anticipated to be installed underground.

d. ROADS AND TRAFFIC:

No transportation plan has been officially adopted for this area. The proposed development is not anticipated to cause a significant impact to the highway.

The estimated Average Daily Trips (ADT) for three (3) residential lots is twenty-four (24) ADT.

e. SCHOOLS:

The proposed subdivision is served by the Three Forks Schools and the subdivision could potentially produce 5 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.

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.

g. FIRE SERVICES

The proposed subdivision is located within the Three Forks Rural Fire District. The nearest firehouse is City of Three Forks Fire Hall, an unmanned, volunteer fire house. The Subdivider will need to propose a fire protection plan for review and approval by the Three Forks Rural Fire District.

Conditions of Approval Numbers 2, 4, 6, 8 and 9-b 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's representative. There are no marsh, shrub or forestlands located on the property. There are no trees or vegetation cover. The proposed subdivision is outside of the FEMA mapped 100-year floodplain.
3. FINDINGS: The property is located within the Intermountain Seismic Belt that extends through western Montana and frequently produces small earthquakes and has previously developed some major earthquakes. Property damage and risk can be minimized with construction techniques and earthquake planning.

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 lots are of a size that will provide good building sites 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 Environmental Health Officer.

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 October 24, 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 February 10, 2006*)

Conditions of Approval Numbers 9-c and 11 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 antelope, mule deer, white-tailed deer, upland game birds, other small birds, rabbits and other rodents occasionally utilize the proposed subdivision. However, there should be no displacement of wildlife since the surrounding area is residential and plowed fields, not conducive to permanent wildlife habitat (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 Numbers 9-c and 9-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 as well as stormwater pond.

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. 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 wells is two-hundred twenty-two (222) feet deep and static water level averages seventy-four (74) feet. Yield average is thirty-six (36) gallons per minute. (*Source: Application for Preliminary Plat: Item – 29, 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 Environmental Health Office 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. (*Source: Application for Preliminary Plat: Item – 29, Sanitation Requirements*)

c. STORMWATER

A stormwater retention plan will be created with concurrence by the Environmental Health Office prior to final plat approval.

Conditions of Approval Numbers 9-c, 9-d, 9-e and 9-f 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 8 is 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 8 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 the subdivision is provided via Rolling Glen Ranch Road.

A condition of approval will require the Subdivider to receive an approved approach permit for the driveways accessing onto the existing county road.

Conditions of Approval Numbers 5 and 8 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 Rolling Glen Ranch Estates 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. Plans for sewage treatment and water supply shall be submitted to the Broadwater County Environmental Health Department for review and approval. The Certificate of Subdivision Approval shall be filed with the final plat. All specifications in the approved plans shall be met. (**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), 501(1)(f)(iii), and 608(3)(a), MCA; Chapters IV-A. 9 and IV-A. 10., County Subdivision Regulations*)
3. 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*)
4. 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.)

5. Prior to any development, an Approach Permit shall be approved by the Broadwater County Public Works Department for each driveway accessing on to ‘Rolling Glen Ranch Road’, a county road. All requirements of the approved permit shall be met. **(Mitigates Findings of Fact under “The Provision of Legal and Physical Access to each parcel within the proposed subdivision”)** (Sections 76-3-102(3)-(4), 76-3-501(1) and 76-3-608(3)(d), MCA; Appendix O County Subdivision Regulations)

6. 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)

7. 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)

8. 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 as requested by the utility provider;
- b. All existing access and utility easements adjacent to the subject

property;

- c. Adjacent and proposed County Road and utility easements.

9. 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. **(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)

10. 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.)

11. 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.

12. 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 June, 2023

BROADWATER COUNTY COMMISSION

ATTEST:

Debi Randolph, Chairperson

Angie Paulsen, Clerk & Recorder

Darrel Folkvord

Lindsey Richtmyer



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-110, Request for FAA Approval of Agreement for Transfer of Entitlements

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



This transfer agreement is voided. The transfer has been revised to occur in FY2024. Signed: Chairman, Broadwater County Commission Signed: Mayor, City of Townsend

Request for FAA Approval of Agree

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: State of Montana

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): Yellowstone Airport (WYS)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Primary	2023	\$ 1,000,000.00
Total		\$ 1,000,000.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:

Townsend Airport (8U8)

Name of Receiving Airport's Sponsor: Broadwater County and the City of Townsend, Montana

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2023 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name:

Title:

Date:

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 13 day of May, 2022

Name of Sponsor: State of Montana

Name of Sponsor's Authorized Official: Tim Conway

Title of Sponsor's Authorized Official: Administrator, Montana Aeronautics Division

Signature of Sponsor's Authorized Official: Tim Conway Digitally signed by Tim Conway
Date: 2022.05.10 15:53:26 -06'00'

Certificate of Transferring Sponsor's Attorney

I, Carol Grell Morris, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Montana. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at Helena Montana (City, State),
this 13 day of May, 2022

Signature of Sponsor's Attorney: Carol Grell Morris Digitally signed by Carol Grell Morris
Date: 2022.05.13 10:03:49 -06'00'



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-110, Request for FAA Approval of Agreement for Transfer of Entitlements

Paperwork Reduction Act Burden Statement

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Townsend Airport (8U8)

Name of Receiving Airport's Sponsor: Broadwater County and the City of Townsend, Montana

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2024 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name:

Title:

Date:

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of May , 2023

Name of Sponsor: State of Montana

Name of Sponsor's Authorized Official: Tim Conway

Title of Sponsor's Authorized Official: Administrator, Montana Aeronautics Division

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, Valerie D. Wilson , acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Montana . Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at Helena Montana (City, State),

this day of May , 2023

Signature of Sponsor's Attorney: _____

INTER-LOCAL AGREEMENT FORMATION, AUTHORITY AND ADMINISTRATION OF ABATEMENT REGION 4 FOR THE OPIOID SETTLEMENT

This Interlocal Agreement (Agreement) is made pursuant to Title 7, Chapter 11, Part 1, Montana Code Annotated on the ____ day of _____, 20__ (Effective Date) between Beaverhead County, Montana, Broadwater County, Montana, Deer Lodge County, Montana, Granite County, Montana, Jefferson County, Montana, Madison County, Montana, Meagher County Montana, Park County, Montana and Powell County, Montana; (collectively the Parties).

ARTICLE I - PURPOSE

The purpose of this Agreement is to establish the governance structure for the administration, management, and use of Opioid Remediation Funds that the Parties are entitled to receive as a part of a Settlement Agreement (Settlement Agreement) outlined in a Memorandum of Understanding (MOU) with the Attorney General, a copy of which is attached to this Agreement.

ARTICLE II - DURATION and TERMINATION

The terms and conditions of this agreement shall become effective on the Effective Date of this Agreement. The term of this Agreement is two years from the Effective Date and may be extended for additional one-year periods, not to exceed ten years. This Agreement may be mutually terminated at any time by any party providing 30 calendar days written notice of termination.

ARTICLE III - CREATION OF ENTITY

- A. CREATION OF REGION 4 MULTI-COUNTY OPIOID ABATEMENT REGION
- (1) By entering this Agreement, the Parties create the Region 4 Multi-County Opioid Abatement Region (Abatement Region 4).
 - (2) Abatement Region 4 shall have the responsibility to make decisions about planning, budgeting, and disbursement of funds for projects that will equitably and appropriately serve the needs of the entire Region and be consistent with the MOU and the Settlement Agreement's definition and description of appropriate Opioid Remediation and Approved Purposes.
 - (3) Abatement Region 4 shall consist of nine (9) members, one appointed from each county who is a party to this Agreement. The members shall elect a presiding officer and shall hold regular meetings at least annually and special meetings as necessary.
 - (4) Abatement Regional 4 designates Deer Lodge County as the Fiscal Agent as it relates to the Opioid Remediation Funds and the MOU and may on behalf of Abatement Region 4, submit claims, requests for disbursements, accountings of spending and any other

financial reports or matters as it relates to these funds. The fiscal agent may withhold up to 5% of each grant award for administrative costs.

ARTICLE IV GENERAL PROVISIONS

1. ASSIGNMENT and AUTHORITY

No party shall assign, transfer, or convey any right or obligation set forth in this Agreement without the prior written consent of the other parties. The undersigned represent that they have authority to enter this Agreement.

2. COMPLETE AGREEMENT

This Agreement constitutes the sole and entire agreement between the Parties with regard to the subject matter hereof. No other terms or conditions shall be binding upon either party unless accepted in writing. This Agreement supersedes any previous oral or written agreements between the Parties with regard to the subject matter hereof.

3. APPLICABLE LAW, VENUE and ATTORNEYS FEES

This Agreement shall be governed by the laws of the State of Montana and any action to enforce any right or obligation shall be brought in the Fifth Judicial District, Jefferson County. The prevailing party in any action to enforce this Agreement shall be entitled to attorney's fees.

4. COMPLIANCE WITH LAW

The Parties shall comply with all applicable federal, state, and local law in performing under this Agreement.

5. SEVERABILITY

The provisions of this Agreement shall be deemed independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision of this Agreement.

6. RECORDING

All parties will be responsible for filing an executed copy of this Agreement with the Beaverhead County, Montana Clerk and Recorder, the Broadwater County, Montana Clerk and Recorder, the Deer Lodge County, Montana Clerk and Recorder, the Granite County, Montana Clerk and Recorder, the Jefferson County, Montana Clerk and Recorder, the Madison County, Montana Clerk and Recorder, the Meagher County, Montana Clerk and Recorder, the Park County, Montana County Clerk and Recorder, the Powell County, Montana County Clerk and Recorder, and the Secretary of State pursuant to 7-11-107, MCA. Cost of filing will be shared equally.

7. INTERLOCAL AGREEMENT

This Agreement is an interlocal agreement under Section 7-11-104, M.C.A. To that end, this Agreement shall remain in effect at least through the date stated in Article II above, unless earlier terminated under the provisions hereof or by the agreement of the Parties. As an agreement amongst recognized government entities and political subdivisions no partnership or joint venture is intended nor exists nor shall be deemed to exist between the Parties.

This Agreement entered on the Effective Date by:

BEAVERHEAD COUNTY, MONTANA

BROADWATER COUNTY, MONTANA

Chairman, Board of County Commissioners

Chairman, Board of County Commissioners

DEER LODGE COUNTY, MONTANA

GRANITE COUNTY, MONTANA

Chairman, Board of County Commissioners

Chairman, Board of County Commissioners

JEFFERSON COUNTY, MONTANA

MADISON COUNTY, MONTANA

Chairman, Board of County Commissioners

Chairman, Board of County Commissioners

MEAGHER COUNTY, MONTANA

PARK COUNTY, MONTANA

Chairman, Board of County Commissioners

Chairman, Board of County Commissioners

POWELL COUNTY, MONTANA

Chairman, Board of County Commissioners

Butte MT Field Office FOCUSED OUTREACH MEETINGS

The Bureau of Land Management (BLM) and Colorado Mesa University invite you to participate in our focused outreach meetings in June 2023.

The meetings seek to engage the public, including local leaders, business owners, residents and visitors that either participate in outdoor activities or have a stake in the quality of the experience for those who recreate on BLM managed lands in the Butte, MT Field Office.



The focused outreach effort will provide the BLM with the public’s perceptions, opinions, preferences and attitudes about the management of the landscape as a public outdoor recreation area. Through an interactive group setting, participants will be encouraged to speak freely and answer questions, such as:

- What are the qualities of this place that make it a special place for recreation?
- How does recreation in the area affect your quality of life?
- What are your management priorities for the area?

Questions like these and others give BLM a better understanding of the public’s desires and expectations for how to manage the public lands administered by the BLM Butte Field Office. The meetings have similar content, so you only need to attend one, choose the one that is most convenient for you.

The meetings are facilitated by Dr. Tim Casey, Professor of Political Science and Director of the Natural Resource Center at Colorado Mesa University in Grand Junction, CO. They will last approximately 90 minutes. Please join us and contribute to this important conversation.

DATE	TIME	LOCATION
June 1, 2023	10 am	On-line Digital Focus Group: Email nrc@coloradomesa.edu for a link invitation
June 1, 2023	7 pm	On-line Digital Focus Group: Email nrc@coloradomesa.edu for a link invitation
June 5, 2023	10 am	Butte, MT – MT Tech University, 1300 West Park Street, Student Union Building
June 5, 2023	7 pm	Butte, MT – MT Tech University, 1300 West Park Street, Student Union Building
June 6, 2023	10 am	Wise River, MT – Wise River Community Center
June 6, 2023	7 pm	Helena, MT – Helena Avenue Theatre, 1319 Helena Avenue (Look for MT Playwrights Sign)
June 7, 2023	10 am	Helena, MT – Helena Avenue Theatre, 1319 Helena Avenue (Look for MT Playwrights Sign)
June 7, 2023	7 pm	Great Falls, MT – University of Providence, 1301 20 th St. S, Fireside Room, Bldg. 16, The McLaughlin Center
June 8, 2023	10 am	Townsend, MT – Flynn Building, 416 Broadway
June 8, 2023	7 pm	Bozeman, MT – Montana State University, Stand Union Building, Room 233

*For more information or a link to the digital focus groups please contact: **Dr. Tim Casey, Colorado Mesa University** at 970-248-1095 or nrc@coloradomesa.edu*

These focus groups will be audio recorded for the purposes of transcription only.

Environmental Health

From: Debi Randolph
Sent: Friday, May 26, 2023 1:25 PM
To: Environmental Health
Subject: FW: BLM recreation outreach in your community!
Attachments: Focus Group Meeting Flyer BLM - Butte Field Office June 2023 FINAL.pdf

Debi Randolph
Broadwater County Commissioner
#406-266-9270

From: Babcock, Lindsey G <lbabcock@blm.gov>
Sent: Friday, May 12, 2023 9:19 AM
Subject: BLM recreation outreach in your community!

Hi Commissioners and Partners,
The Bureau of Land Management's Butte Field Office invites you to participate in our recreation focused outreach meetings this June. Please see the attached flyer for specific dates/times in your community and share widely:

DATE	TIME	LOCATION
June 1, 2023	10 am	On-line Digital Focus Group: Email nrc@coloradomesa.edu for a link invitation
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June 8, 2023	7 pm	Bozeman, MT – Montana State University, Student Union Building, Room 233

We hope to see you there!

Lindsey Babcock
Butte Field Manager | Western Montana District
Bureau of Land Management