

**BROADWATER COUNTY COMMISSIONERS**

**515 Broadway, Townsend MT 59644**

**Held in the FLYNN BUILDING**

**the old Opportunities Building**

**At 416 Broadway, Townsend, MT**

**Monday Aug 2nd, 2021 – OFFICIAL**

We invite you to participate via live stream [www.broadwatercountymt.com](http://www.broadwatercountymt.com)– emailed comments are welcome as well as phone calls and US Mail correspondence.

**Agenda, meeting documents, Official Meetings Minutes and Uncut-Unedited Videos of Commission meetings are available and on the County website**  
[www.broadwatercountymt.com](http://www.broadwatercountymt.com)

Seating is limited and attendance is limited to those with an agenda item or public comment. We ask that you practice social distance with 6' spacing. Meetings will continue to be live-streamed, public comment is welcome via phone, written communication, through live-stream, or in person with an appointment.

- 10:00 AM Public Comment on any subject not on the agenda, and that the Commission has jurisdiction over / Approval of the Minutes / Certificate of Survey Review
- 10:00 AM **Discussion and Decision** COS Nichole Brown Broadwater County Community Development Bridger Brewing Company and BBC Real Estate Boundary Relocation
- 10:10 AM **Discussion and Decision** COS Nichole Brown Broadwater County Community Development Margaret and Martin Clark Boundary Relocation
- 10:20 AM **Discussion and Decision** Contract with Denning, Downey & Associates PC
- 10:25 AM **Discussion and Decision** Teresa Monson Broadwater Health Dept Nurse RMDC Area IV Agency on Aging Modification to Contract 2021 004-007-2021
- 10:30 AM **Discussion** Amy Tenney Boyd Andrews Alcohol Tax Designation
- 1:00 PM **Working Meeting** with Carol Zirkle Karp Minor Subdivision Covenants

## Wednesday Aug 4th, 2021

9:15 AM **Working Meeting** with Jenny Clowes Billings Clinic  
10:00 AM **Working Meeting** with Nathan Bilyeu Headwaters Utility Association

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*Public comment period will be at the beginning of each meeting. Mail & Items for Discussion and/or signature may occur as time allows during the meeting. Issues and times are subject to change.*  
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### Items for Discussion / Action / Review / Signature – Consent Agenda

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

Debi Randolph	980-2050
Darrel Folkvord	980-1213
Mike Delger	521-0834
E-mail	<a href="mailto:commissioners@co.broadwater.mt.us">commissioners@co.broadwater.mt.us</a>

## REQUEST FOR EXEMPTION REVIEW

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

### Part One. Applicant Information

Landowner(s): BRIDGER BREWING COMPANY LLC & BBC REAL ESTATE COMPANY LLC

Address: 1609 S 11TH AVE, BOZEMAN, MT 59715 & PO BOX 114, Bozeman MT. 59771

Telephone Number(s): 406-595-1904

Landowner Representative: Alpine Surveying and Engineering

Address: 714 Stone Ridge Drive, Bozeman MT. 59718

Phone: 406-586-5599

### Part Two. Legal Description:

Tract A: S15, T02 N, R01 E, C.O.S. 2-485, TRACT A, IN W1/2, ACRES 247.76,

Tract C: S15, T02 N, R01 E, C.O.S. 2-189, TRACT C, IN W1/2, SW1/4, ACRES 5.92

### Part Three. Basis for Exemption Request:

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

Tract A and Tract C: §76-3-207(1)(a) MCA which states; Except as provided in subsection (2), unless the method of disposition is adopted for the purpose of evading this chapter, the following divisions or aggregations of tracts of record of any size, regardless of the resulting size of any lot created by the division or aggregation, are not subdivisions under this chapter but are subject to the surveying requirements of 76-3-401 for divisions or aggregations of land other than subdivisions and are subject to applicable zoning regulations adopted under Title 76, chapter 2: (a) divisions made outside of platted subdivisions for the purpose of relocating common boundary lines between adjoining properties.


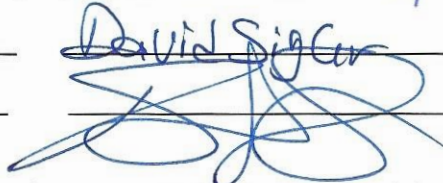
The purpose of this survey is to relocate the common boundaries between adjoining properties outside of a platted subdivision

Tract A: §76-3-201(1)(h) MCA which states; Exemption for certain divisions of land -- fees for examination of division. (1) Unless the method of disposition is adopted for the purpose of evading this chapter, the requirements of this chapter may not apply to any division of land that: (h) is created for rights-of-way or utility sites. A subsequent change in the use of the land to a residential, commercial, or industrial use is subject to the requirements of this chapter.

The utility tract is needed for the future wastewater treatment facility.

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

**AFFIDAVIT: I hereby certify that the purpose of this exemption request is NOT to evade the Montana Subdivision and Platting Act. Dated this 28 day of June, 2021**

Signature(s):  

Certificate of Governing Body:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
C&R Attest

**CERTIFICATE OF SURVEY**  
**TRACT A OF CERTIFICATE OF SURVEY BOOK 2, PAGE 485 AND**  
**TRACT C OF CERTIFICATE OF SURVEY BOOK 2, PAGE 185**  
**LOCATED IN THE WEST 1/2 OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 EAST, P.M.M.**  
**BROADWATER COUNTY, MONTANA**

THIS SURVEY WAS PERFORMED FOR THE OWNERS OF RECORD: BRIDGER BREWING COMPANY LLC. AND BBC REAL ESTATE COMPANY LLC.

THE PURPOSE OF THIS SURVEY IS TO RELOCATE COMMON BOUNDARIES BETWEEN EXISTING TRACTS OF RECORD AND TO CREATE TWO UTILITY TRACTS.

**LEGAL DESCRIPTION**

A Tract of land being Tract A of Certificate of Survey Book 2, Page 485 and Tract C of Certificate of Survey Book 2, Page 185, located in the West 1/2 of Section 15, Township 2 North, Range 1 East, P.M.M., Broadwater County, Montana, more particularly described as follows:

Beginning at the  $\frac{1}{4}$  Corner common to Section 10 and Section 15, a 3" BLM brass cap; thence S 00°40'38" W, a distance of 4961.75 feet, to a 5 $\frac{1}{2}$ " Dia. pressure treated fence post at the intersection of a North-South fence line and the East-West right of way fencing of Interstate 90 on the north right-of-way boundary of Interstate 90; thence along said right-of-way boundary of Interstate 90 S 89°48'18" W, a distance of 1379.82 feet, to a 5/8" rebar; thence leaving said right-of-way boundary of Interstate 90 N 00°47'10" E, a distance of 829.03 feet, to a 5/8" rebar; thence S 89°39'11" W, a distance of 276.39 feet, to a Schaubert YPC; thence S 89°41'34" W, a distance of 261.11 feet, to a 5/8" rebar; thence S 89°38'51" W, a distance of 240.41 feet, to a Schaubert YPC; thence S 89°40'47" W, a distance of 396.58 feet, to a Swenson OPC on the east right-of-way boundary of Highway 287; thence along said right-of-way boundary of Highway 287 N 00°47'45" E, a distance of 99.97 feet, to a Swenson OPC; thence leaving said right-of-way boundary of Highway 287 N 89°41'55" E, a distance of 637.98 feet, to a 5/8" rebar; thence N 00°41'12" E, a distance of 480.31 feet, to a Swenson OPC; thence N 89°39'56" E, a distance of 537.43 feet, to a 1 $\frac{1}{2}$ " Survcv Alum. Cap; thence N 00°46'47" E, a distance of 359.98 feet, to a 1 $\frac{1}{2}$ " Survcv Alum. Cap; thence S 89°39'08" W, a distance of 1197.45 feet, to a Swenson OPC on the east right-of-way boundary of Highway 287; thence along said east right-of-way boundary of Highway 287 until stated otherwise N 15°33'41" E, a distance of 51.72 feet, to a 2" MDOT Alum. Cap; thence N 00°48'07" E, a distance of 328.12 feet, to a 2" MDOT Alum. Cap; thence N 08°38'35" W, a distance of 198.64 feet, to an Alpine aluminum cap; thence N 00°47'36" E, a distance of 2298.32 feet, to a 4x4 concrete right-of-way monument; thence 60.81' along a non-tangent curve concave to the west, with a radius of 23000', a chord bearing of N 00°42'35" E and a chord length of 60.81' to a 2" MDOT Alum. Cap; thence N 16°19'07" E, a distance of 103.87 feet, to an Alpine aluminum cap; thence N 00°49'14" E, a distance of 168.06 feet, to a calculated position on the section line common to Sections 10 & 15 of said township and range; thence along said section line N 89°56'25" E, a distance of 2551.90 feet, to the Point of Beginning; containing, 253.666 acres more or less.

Subject to all easements of record or apparent from a visual inspection of the property.

**CERTIFICATE OF EXEMPTION**

I, David Sigler, Managing Partner of Bridger Brewing Company LLC., owner of Tract A of Certificate of Survey Book 2, Page 485 and I, Rick Remitz, Managing Member of BBC Real Estate Company LLC., owner of Tract C of Certificate of Survey Book 2, Page 189, certify that the purpose of this survey is to relocate the common boundaries between adjoining properties outside of a platted subdivision and therefore this survey is exempt from review as a subdivision pursuant to §76-3-207(1)(a) MCA which states: Except as provided in subsection (2), unless the method of disposition is adopted for the purpose of evading this chapter, the following divisions or aggregations of tracts of record of any size, regardless of the resulting size of any lot created by the division or aggregation, are not subdivisions under this chapter but are subject to the surveying requirements of 76-3-401 for divisions or aggregations of land other than subdivisions and are subject to applicable zoning regulations adopted under Title 76, chapter 2: (a) divisions made outside of platted subdivisions for the purpose of relocating common boundary lines between adjoining properties.

I, David Sigler, Managing Partner of Bridger Brewing Company LLC., owner of Tract A of Certificate of Survey Book 2, Page 485 furthermore certify that the purpose of this survey is to create Tracts A-2 & A-3 for utility tracts, therefore this survey is exempt from review as a subdivision pursuant to Section 76-3-201(1)(h) MCA which states: Exemption for certain divisions of land -- fees for examination of division. (1) Unless the method of disposition is adopted for the purpose of evading this chapter, the requirements of this chapter may not apply to any division of land that: (h) is created for rights-of-way or utility sites. A subsequent change in the use of the land to a residential, commercial, or industrial use is subject to the requirements of this chapter.

I, David Sigler, Managing Partner of Bridger Brewing Company LLC., owner of Tract A of Certificate of Survey Book 2, Page 485 furthermore certify that Tracts A-2 & A-3 are excluded from review by the Department of Environmental Quality pursuant to Section 76-4-125(1)(a) MCA which states:

(1) A subdivision excluded from the provisions of chapter 3 must be submitted for review according to the provisions of this part, except that the following divisions or parcels, unless the exclusions are used to evade the provisions of this part, are not subject to review: (a) the exclusion cited in 76-3-201;

I, David Sigler, Managing Partner of Bridger Brewing Company LLC., owner of Tract A of Certificate of Survey Book 2, Page 485 and I, Rick Remitz, Managing Member of BBC Real Estate Company LLC., owner of Tract C of Certificate of Survey Book 2, Page 189, furthermore certify that Tract A-1 and Tract C-1 of this survey are larger than 20 acres and that this division is not a subdivision and is exempt from Montana Department of Environmental Quality review pursuant to MCA 76-4-103 which states: A subdivision consists of only those parcels of less than 20 acres that have been created by a division of land, and the plat must show all of the parcels, whether contiguous or not. The rental or lease of one or more parts of a single building, structure, or other improvement, whether existing or proposed, is not a subdivision, as that term is defined in this part, and is not subject to the requirements of this part.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Bridger Brewing Company LLC  
 By: David Sigler, it's Managing Partner

State of \_\_\_\_\_ s.s.  
 County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ before me, Notary Public in and for said state, personally appeared David Sigler, known to me to be the Managing Partner of Bridger Brewing Company LLC and acknowledged to me that he executed the same.

Signature \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Notary Public for the State of \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My commission expires \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BBC Real Estate Company LLC  
 By: Rick Remitz, it's Managing Member

State of \_\_\_\_\_ s.s.  
 County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ before me, Notary Public in and for said state, personally appeared Rick Remitz, known to me to be the Managing Member of BBC Real Estate Company LLC and acknowledged to me that he executed the same.

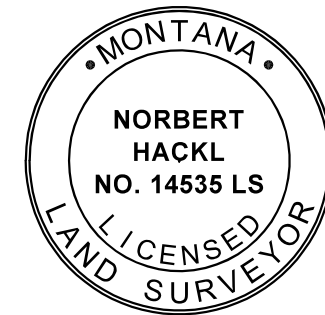
Signature \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Notary Public for the State of \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My commission expires \_\_\_\_\_

**CERTIFICATE OF SURVEYOR**

I, Norbert Hackl the undersigned Professional Land Surveyor, do hereby certify that between April 3rd, 2019 and \_\_\_\_\_, 2021 the accompanying Certificate of Survey was surveyed by me, or under my supervision, and the same was platted as shown on the accompanying plat and as described, in accordance with the Montana Subdivision and Platting Act, §76-3-101 through §76-3-625 M.C.A., and the Broadwater County Subdivision Regulations.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Norbert Hackl, PLS  
 Montana Registration No. 14,535 L.S.



**CERTIFICATE OF COUNTY TREASURER**

I, \_\_\_\_\_ Treasurer of Broadwater County, Montana do hereby certify that the accompanying Certificate of Survey has been duly examined and that all real property taxes and special assessments assessed and levied on the land to be surveyed have been paid through \_\_\_\_\_ (J240500/J24T001)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Treasurer of Broadwater County

**CERTIFICATE OF COUNTY COMMISSIONERS**

The County Commission of Broadwater County, Montana, does hereby certify that we have examined the attached Certificate of Survey and find it conforms to the Subdivision and Platting Act and therefore is approved.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Commissioner \_\_\_\_\_ County Attorney \_\_\_\_\_

Commissioner \_\_\_\_\_ Clerk and Recorder \_\_\_\_\_

Commissioner \_\_\_\_\_

**CERTIFICATE OF EXAMINATION**

Reviewed for errors and omissions this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, pursuant to Section 76-3-611(2)(a), MCA.

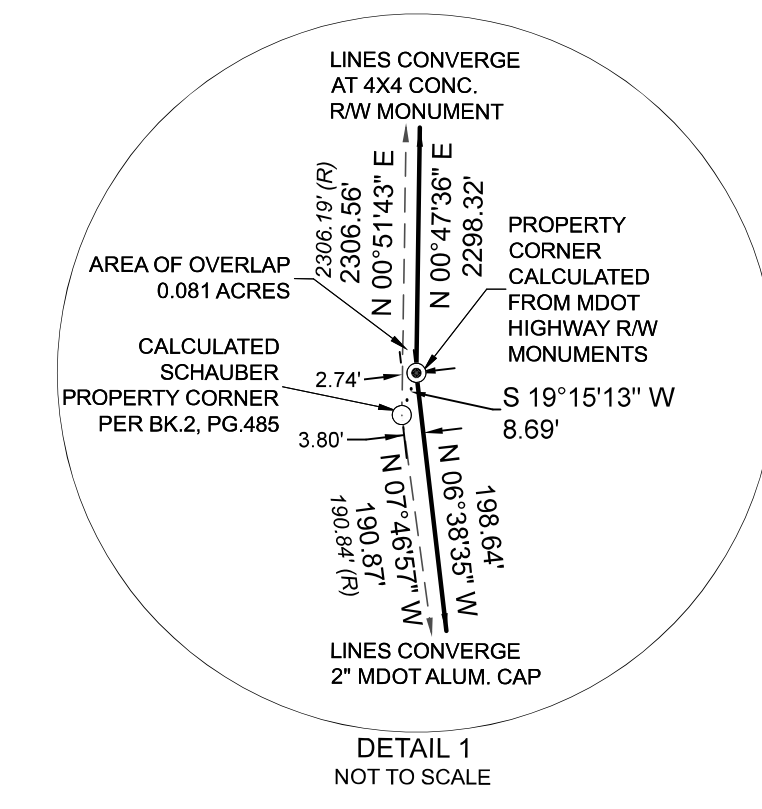
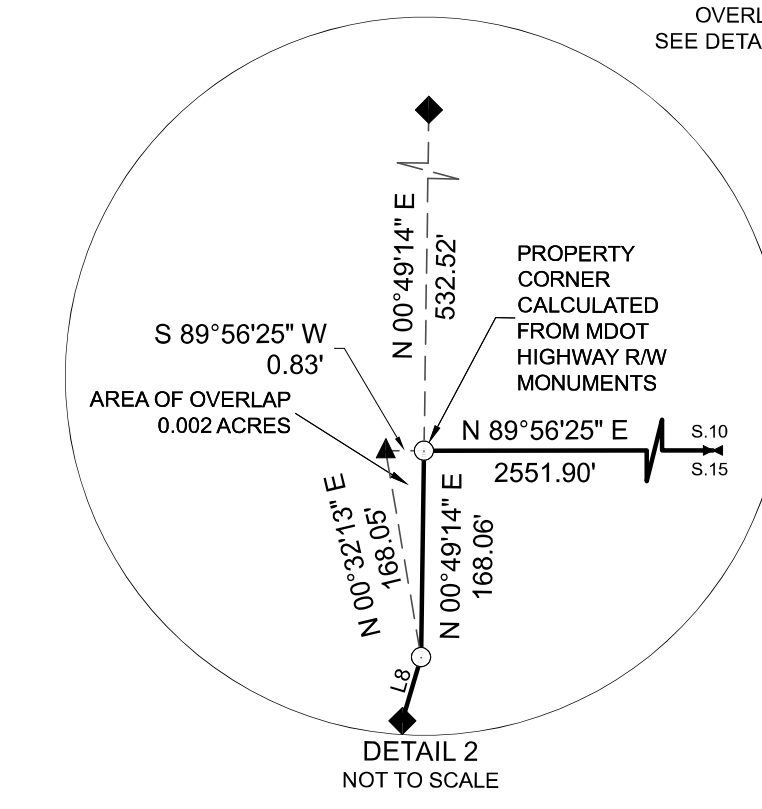
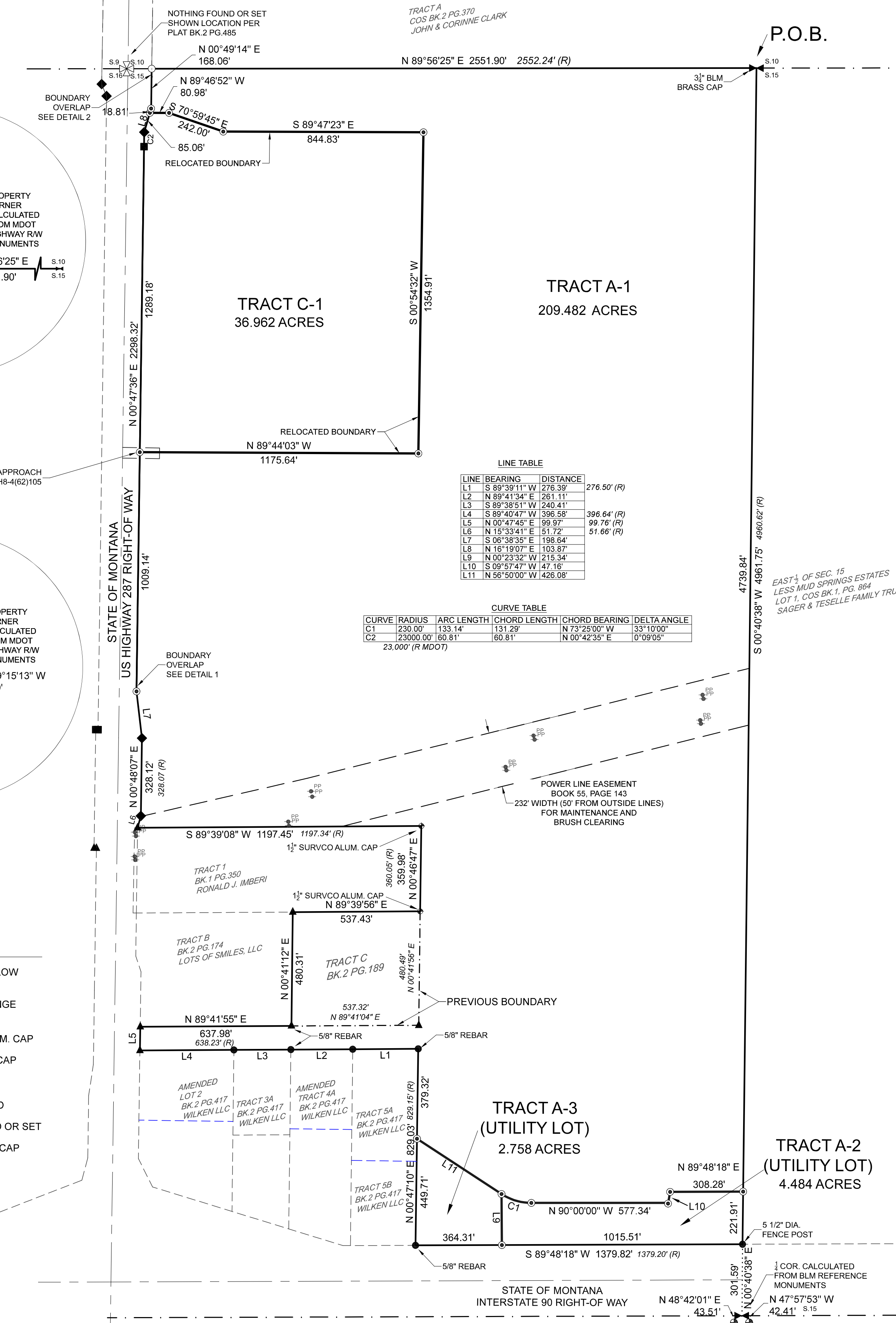
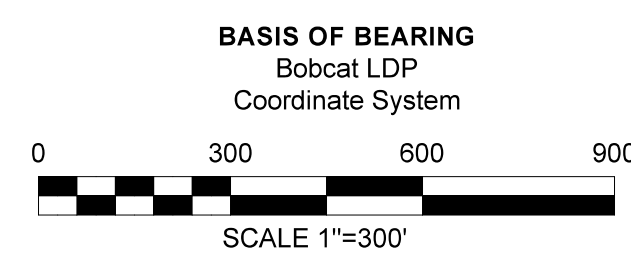
Montana Registration No. \_\_\_\_\_

**CERTIFICATE OF CLERK AND RECORDER**

I, \_\_\_\_\_ Clerk and Recorder of Broadwater County, Montana, hereby certify that the foregoing instrument was filed in my office at \_\_\_\_\_ o'clock \_\_\_\_\_ M, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2021, and recorded in Book \_\_\_\_\_ of Plats on Page \_\_\_\_\_, records of the Clerk and Recorder, Broadwater County, Montana.

Document Number \_\_\_\_\_

Clerk and Recorder of Broadwater County



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S 89°39'11" W	276.39 (R)
L2	N 89°41'34" E	261.11
L3	S 89°38'51" W	240.41
L4	S 89°40'47" W	396.58 (R)
L5	N 00°47'45" E	99.97 (R)
L6	N 15°33'41" E	51.72
L7	S 08°38'35" E	198.64
L8	N 16°19'07" E	103.87
L9	N 00°42'35" W	2551.90
L10	S 09°57'47" W	47.16
L11	N 56°50'00" W	426.08

**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	23000	133.14	131.29	N 73°29'00" W	33°10'00"
C2	23000.00	60.81	60.81	N 00°42'35" E	0°09'05"

23,000' (R MDOT)

- LEGEND**
- FOUND REBAR WITH SCHAUER YELLOW PLASTIC CAP UNLESS NOTED
  - ▲ FOUND REBAR WITH SWENSON ORANGE PLASTIC CAP UNLESS NOTED
  - ⚡ FOUND REBAR WITH 1 $\frac{1}{2}$ " SURVCV ALUM. CAP
  - ◆ FOUND REBAR WITH 2" MDOT ALUM. CAP
  - FOUND 4"X4" CONC. RW MONUMENT
  - ◀ FOUND  $\frac{1}{4}$  SECTION CORNER AS NOTED
  - CALCULATED POINT NOTHING FOUND OR SET
  - ⊙ SET 5/8"X24" REBAR W/ 2" ALUMINUM CAP
  - PROPERTY BOUNDARY
  - - - ADJOINING LOT BOUNDARY
  - - - UTILITY EASEMENT
  - - - ACCESS EASEMENT
  - P.O.B. POINT OF BEGINNING
  - (R) RECORD DIMENSION

X 1/4	Sec.	T.	R.	X 1/4	Sec.	T.	R.
15	2 N	1 E					

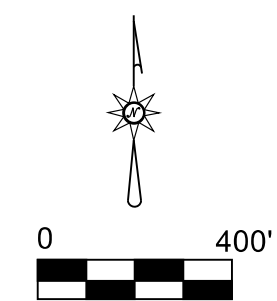
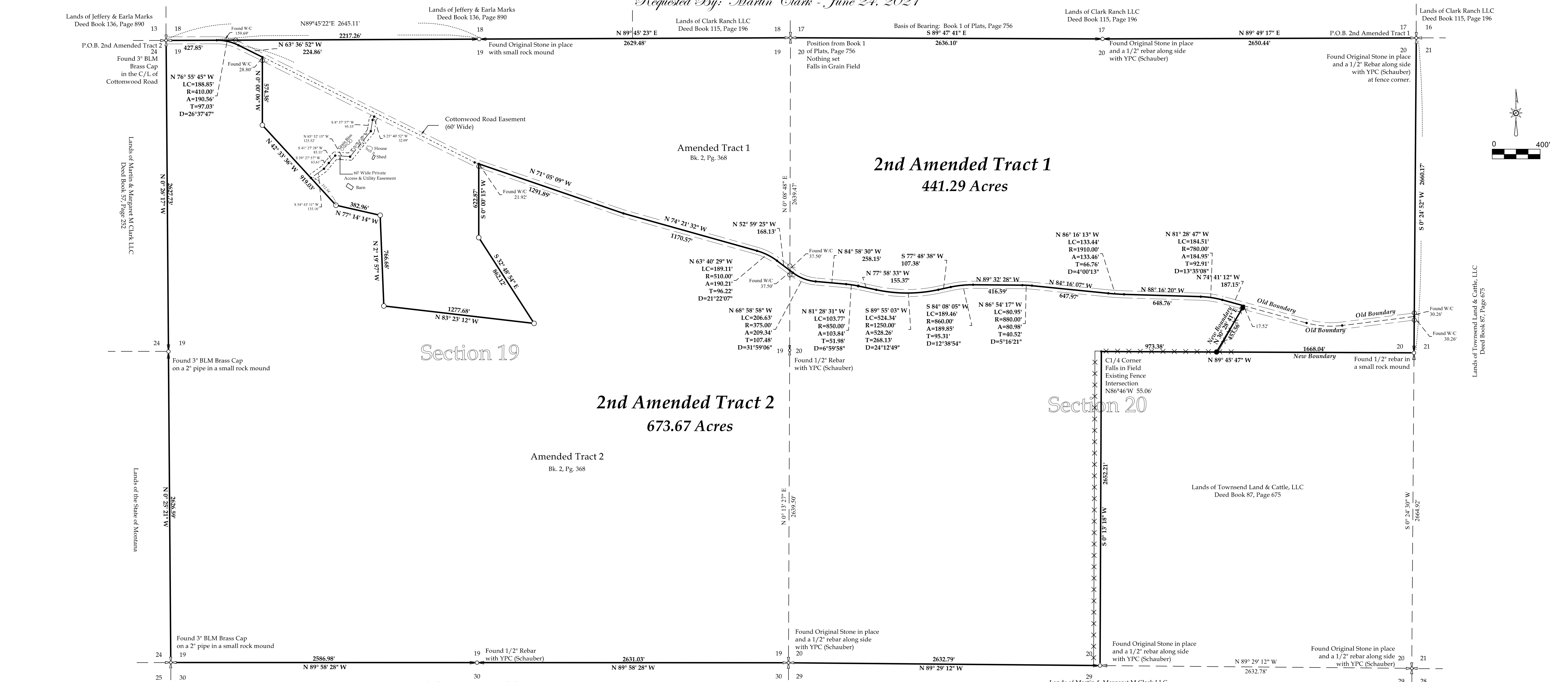
714 Stoneridge Dr.  
 Suite 3  
 Bozeman, MT 59718  
 586.5599 Office  
 www.alpinesurveying.net

PROJECT SURVEYOR: NH  
 DRAWN BY: BST  
 REVIEWED BY: NH  
 DATE: 06/24/21

SHEET  
**1 OF 1**  
 RICK REMITZ  
 PROJECT NO. 445-02

*Certificate of Survey: To Relocate Boundaries Between Adjacent Landowners  
Situated in all of Section 19 and the N1/2 and the SW1/4 of Section 20,  
all being in Township 7 North, Range 3 East, P.M.M., Broadwater County, Montana.*

*Requested By: Martin Clark - June 24, 2021*



Basis of Bearing: Book 1 of Plats, Page 756  
Deed Reference: Book 115, Page 195

LEGEND	
	Section Corner
	Quarter Corner
	Found 1/2" Rebar with OPC
	Found Witness Corner
	1/2" Rebar
	Set 1/2" Rebar with OPC (Witness Corner)
	Record Position, Nothing Set

**Legal Description:**  
2nd Amended Tract 1  
A tract of land situated in part of the Sections 19 and 20, Township 7 North, Range 3 East, P.M.M., Broadwater County, Montana and being more particularly described as follows: Commence at the NE Corner of Section 20 also being the NE Corner of herein described Tract and Point of Beginning; Thence S00°24'52"W, a distance of 2660.17 feet to the E 1/4 Corner of said Section 20; Thence along the E-W mid-section of said Section 20 line N89°45'47"W, for a distance of 1668.04 feet; Thence leaving said mid-section line N30°28'41"E, for a distance of 453.56 feet to a point in the centerline of Dry Creek Road; Thence along the centerline of said Dry Creek Road the following right-angle (18) Courses: N74°41'12"W, for a distance of 187.15 feet; Thence along a 780.00 foot radius curve to the left an arc distance of 184.95 feet, chord bears N81°28'47"W 184.51 feet; Thence N88°16'20"W, a distance of 648.76 feet; Thence along a 910.00 foot radius curve to the right an arc distance of 133.46 feet, chord bears N86°16'13"W 133.44 feet; Thence N84°16'07"W, a distance of 647.97 feet; Thence along a 880.00 foot radius curve to the left an arc distance of 80.98 feet, chord bears N86°54'17"W 80.95 feet; Thence N89°32'28"W, a distance of 416.59 feet; Thence along a 860.00 foot radius curve to the left an arc distance of 189.85 feet, chord bears S84°08'05"W 189.46 feet; Thence S77°48'38"W, a distance of 107.38 feet; Thence along a 1250.00 foot radius curve to the right an arc distance of 528.26 feet, chord bears S89°55'03"W 524.34 feet; Thence N77°58'33"W, a distance of 155.37 feet; Thence along a 850.00 foot radius curve to the left an arc distance of 103.84 feet, chord bears N81°28'31"W 103.77 feet; Thence N84°58'30"W, a distance of 258.15 feet; Thence along a 375.00 foot radius curve to the right an arc distance of 209.34 feet, chord bears N68°58'58"W 206.63 feet; Thence N52°59'25"W, a distance of 168.13 feet; Thence along a 510.00 foot radius curve to the left an arc distance of 190.21 feet, chord bears N63°40'29"W 189.11 feet; Thence N74°21'32"W, a distance of 1170.57 feet; Thence N71°05'09"W, for a distance of 1291.89 feet; Thence leaving said centerline S00°00'15"W, for a distance of 622.87 feet; Thence S52°48'54"E, a distance of 862.12 feet; Thence N83°23'12"E, for a distance of 1277.68 feet; Thence N2°19'57"W, for a distance of 766.68 feet; Thence N77°14'14"W, for a distance of 382.96 feet; Thence N42°33'36"W, for a distance of 919.03 feet; Thence N00°00'06"W, for a distance of 574.38 feet to a point in the centerline of the aforementioned Dry Creek Road; Thence along said centerline the following two (2) courses: N63°36'52"W, for a distance of 224.86 feet; Thence along a 410.00 foot radius curve to the left an arc distance of 190.56 feet, chord bears N76°55'45"W 188.85 feet to a point on the north section corner of said Section 19; Thence along the north line of said Section 19 N89°45'22"E, for a distance of 2632.79 feet to the N 1/4 Corner of said Section 19; Thence N89°45'23"E, for a distance of 2629.48 feet to the section corner common to said Sections 19 and 20; Thence S89°47'41"E, for a distance of 2636.10 feet to the N 1/4 Corner of said Section 20; Thence N89°49'17"E, for a distance of 2650.44 feet to the Point of Beginning, said parcel being 441.29 Acres more or less and being served by and subject to rights-of-way and easements as shown, existing, or of record.

2nd Amended Tract 2  
A tract of land situated in part of Sections 19 and 20, Township 7 North, Range 3 East, P.M.M., Broadwater County, Montana and being more particularly described as follows: Commence at the NW Corner of said Section 19 also being the NW corner of herein described Tract and the Point of Beginning; Thence along the north line of said Section 19 also being in the centerline of Dry Creek Road and along said centerline the following three (3) courses: N89°45'22"E, a distance of 427.85 feet; Thence along a 410.00 foot radius curve to the right an arc distance of 190.56 feet, chord bears S76°55'45"E 188.85 feet; Thence S63°36'52"E, a distance of 224.86 feet; Thence leaving said centerline S00°00'06"E, for a distance of 574.38 feet; Thence S42°33'36"E, for a distance of 919.03 feet; Thence S77°14'14"W, for a distance of 382.96 feet; Thence S83°23'12"E, for a distance of 1277.68 feet; Thence N32°48'54"W, for a distance of 862.12 feet; Thence N00°00'15"E, for a distance of 622.87 feet to a point in the aforementioned Dry Creek Road; Thence along said centerline the following eighteen (18) courses: S71°05'09"E, for a distance of 1291.89 feet; Thence S74°21'32"E, for a distance of 1170.57 feet; Thence along a 510.00 foot radius curve to the right an arc distance of 190.21 feet, chord bears S63°40'29"E 189.11 feet; Thence S52°59'25"E, for a distance of 168.13 feet; Thence along a 375.00 foot radius curve to the left an arc distance of 209.34 feet, chord bears S68°58'58"E 206.63 feet; Thence S84°08'05"E, a distance of 189.46 feet; Thence S89°32'28"E, a distance of 416.59 feet; Thence along a 860.00 foot radius curve to the right an arc distance of 80.98 feet, chord bears S86°54'17"E 80.95 feet; Thence S84°16'07"E, a distance of 647.97 feet; Thence along a 910.00 foot radius curve to the left an arc distance of 133.46 feet, chord bears S86°16'13"E 133.44 feet; Thence S88°16'20"E, a distance of 648.76 feet; Thence along a 780.00 foot radius curve to the right an arc distance of 184.95 feet, chord bears S81°28'47"E 184.51 feet; Thence S74°41'12"E, a distance of 187.15 feet; Thence leaving said centerline S00°28'41"W, for a distance of 453.56 feet to a point on the EW mid-section line of said Section 20; Thence N89°45'47"W, for a distance of 973.38 feet to the C 1/4 of said Section 20; Thence S00°13'18"W, for a distance of 2652.21 feet to the S 1/4 Corner of said Section 20; Thence N89°29'12"W, for a distance of 2632.79 feet to the corner common to said Sections 19 and 20; Thence N89°58'28"W, for a distance of 2631.03 feet to the S 1/4 Corner of said Section 19; Thence N89°58'28"W, for a distance of 2586.98 feet to the SW Corner of said Section 19; Thence N00°25'21"W, for a distance of 2626.59 feet to the W 1/4 Corner of said Section 19; Thence N00°26'17"W, for a distance of 2627.73 feet to the Point of Beginning, said parcel 673.67 Acres more or less and being served by and subject to rights-of-way and easements as shown, existing, or of record.

**Landowners Certification:**  
We hereby certify that the purpose of this survey is to relocate a common boundary line between adjoining properties outside a platted subdivision and that no additional parcels are hereby created. Therefore, this division of land is exempt from review as a subdivision pursuant to section 76-3-207(1)(a), MCA.  
Landowners: \_\_\_\_\_

**Clark Ranch, LLC**  
Notary: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ (title) of \_\_\_\_\_, the corporation that executed the within instrument, and acknowledged to me that he executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public for the State of Montana  
Residing at \_\_\_\_\_, Montana  
My Commission Expires \_\_\_\_\_

**Certificate of Examination:**  
Reviewed for errors and omissions in calculations and drafting this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, pursuant to Section 76-3-611(2)(a), MCA.

Montana Registration No. \_\_\_\_\_  
**Certificate of Clerk and Recorder:**  
I, \_\_\_\_\_, Clerk and Recorder of Broadwater County, Montana, do hereby certify that the foregoing instrument was filed in my office at \_\_\_\_\_ o'clock, (am or pm), the \_\_\_\_\_ day of \_\_\_\_\_, AD, 20\_\_\_\_, and recorded in Book \_\_\_\_\_ of Plats on Page \_\_\_\_\_ Records of the Clerk and Recorder, Broadwater County, Montana.  
Document No. \_\_\_\_\_

**Certificate of Treasurer:**  
I, \_\_\_\_\_, Treasurer of Broadwater County, Montana, do hereby certify that the accompanying survey has been duly examined and that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid through \_\_\_\_\_ Pursuant to Section 76-3-207(3)(a), MCA.  
Tax ID # \_\_\_\_\_  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Certificate of Surveyor:**  
I hereby certify the attached plat is a true representation of a survey performed under my supervision and completed on June 24, 2021 and described the same as shown on the accompanying plat in accordance with the provisions of the Montana Subdivision and Platting Act. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Surveyor:  
Dan Swenson, L.S. 15279  
P.O. Box 177  
Townsend, Mt. 59644

Sec 19 & 20, T7N, R3E, PMM, Broadwater Co			
Requested By: Martin Clark			
Type: Boundary Relocation			
Schauer Surveying		266-4602	
SCALE	DATE	FILENAME	
400 Ft/In	6-28-2021	4424.trv	
DRAWN BY	REVISION	SHEET	JOB
DLS		1/1	4424

REQUEST FOR EXEMPTION REVIEW

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

Part One. Applicant Information

Landowner(s): Martin & Margaret M. Clark
Address: 775 Cottonwood Rd
Telephone Number(s): 406-266-3698
Landowner Representative: Schauber Survey
Address: 64 Jack Farm Road Phone: 406-266-4602

Part Two. Legal Description:

Part Three. Basis for Exemption Request:

What exemption is being claimed and what is the basis for your exemption claim?
We request to include this via the closed area at the time set in need of a fence for watering.

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

AFFIDAVIT: I hereby certify that the purpose of this exemption request is NOT to evade the Montana Subdivision and Platting Act. Dated this 26 day of June, 2021

Signature(s): Martin Clark
Margaret M. Clark
By Martin M. Clark as her attorney in kind.

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

Dated this \_\_\_ day of \_\_\_, A.D., 20\_\_

Commissioner

Commissioner

Commissioner

C&R Attest

***Denning, Downey & Associates, P.C.***  
**CERTIFIED PUBLIC ACCOUNTANTS**

*P.O. Box 1957, Kalispell, MT 59903-1957  
(406) 756-6879 • FAX (406) 257-7879 • E-Mail [dda@ddaudit.com](mailto:dda@ddaudit.com)  
Robert K. Denning, CPA, CGFM, CFF, CITP*

July 15, 2021

Broadwater County  
Attn: Debbie Kelley, Finance Director  
515 Broadway Street  
Townsend, MT 59644

Re: Audit Engagement Services, Non-Audit Advisory Services and Standard Audit Contract

Dear Debbie,

Inside you will find the Audit Engagement Services, Non-Audit Advisory Services and Standard Audit Contract; these will all need to be signed and returned to our office. I have affixed green tabs where we will need your signature.

Please know once we receive these contracts, that Mr. Robert Denning will sign the Standard Audit Agreement, and I will send that in to the Montana Department of Administration (DOA), Local Government Services Bureau, for review and approval. Once the contract has been signed, the DOA will send a copy via email, of the signed contract to you directly. I will also return to you PDF copies of the signed Audit Engagement Service and Non-Audit Advisory Services contracts for your records.

I had sent these out in the mail in June but that is a crazy month so I thought I should resend these just in case they didn't make it to you. Should you have any questions, please feel free to call me at any time!

Sincerely,



Christa Clark  
Office Manager

Enclosures



***Denning, Downey & Associates, P.C.***  
***CERTIFIED PUBLIC ACCOUNTANTS***

*P.O. Box 1957 Kalispell, MT 59903-1957*  
*(406) 756-6879 • FAX (406) 257-7879 • E-Mail [dda@ddaudit.com](mailto:dda@ddaudit.com)*

*Robert K. Denning, CPA, CGFM, CFF, CITP*

June 7, 2021

Broadwater County  
Attn: Debbie Kelley, Finance Director  
515 Broadway Street  
Townsend, MT 59644

**Audit Engagement Services**

We are pleased to confirm our understanding of the services we are to provide Broadwater County for the year ended June 30, 2021, June 30, 2022, and June 30, 2023. We will audit the financial statements of the governmental activities, the business activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Broadwater County as of and for the year ended June 30, 2021, June 30, 2022, and June 30, 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Broadwater County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Broadwater County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis (MD&A)
- Schedule of Changes in the Entity's Total Other Post-Employment Benefits (OPEB) Liability and Related Ratios
- Budgetary Comparison Schedules
- Schedule of Proportionate Share of the Net Pension Liability
- Schedule of Contributions
- Notes to Required Pension Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies Broadwater County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Schedule of Expenditures of Federal Awards

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles (GAAP) and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and, (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purposes.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the governing body of Broadwater County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of

expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards* and the Uniform Guidance.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Broadwater County's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Broadwater County's major programs. For federal programs that are included in the 2019 Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the 2019 Compliance Supplement identifies as being subject to audit. The purpose of those procedures will be to express an opinion on Broadwater County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

## **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards (SEFA), and related notes of Broadwater County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are spelled out in more detail in the “Non-Audit Advisory Services” contract. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards: take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review at the beginning of the engagement.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. You will provide us access to the internet and copy machines while we are on-site.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to Broadwater County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Denning, Downey & Associates, CPA's, P.C. and constitutes confidential information. However, subject to applicable laws or regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Montana Department of Administration or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Denning, Downey & Associates, CPA's, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Montana Department of Administration. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for these services is listed below:

<u>Fiscal Year</u>	<u>Federal Audit</u>
June 30, 2021	\$ 23,944
June 30, 2022	\$24,900
June 30, 2023	\$25,897

If in the course of this engagement or the result of this engagement we are compelled by a court or regulatory authority to provide testimony or assist in any way in relation to any work performed for Broadwater County, time or additional services it is understood that Broadwater County will pay us our standard hourly fee plus related travel expenses for all time required.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

**This engagement does not include non-attest services.** If non-attest services such as financial statement preparation are performed it is understood that these services do not constitute an audit under *Government Auditing Standards*. A separate engagement letter is prepared for these services.

**This engagement does not include an audit of any component unit or related district as required by GASB #14, #39, or #61. Additionally, this engagement does not include preparation of the financial statements in accordance with GASB #34.**



We expect to begin our audit on approximately August 1, 2021 and to issue our report(s) no later than March 31, 2022, March 31, 2023 and March 31, 2024. Robert Denning CPA is the partner that has been assigned to your engagement. If you have any questions please feel free to contact him directly.

Our standard hourly rates vary to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment or any other reason, our engagement will be deemed to have been completed upon written notification or termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Broadwater County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign this copy and return it to us.

Very truly yours,

Robert K. Denning, CPA, CGFM, CFF, CITP

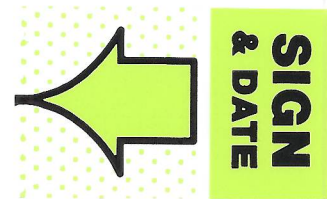
**RESPONSE:**

This letter correctly sets forth the understanding of Broadwater County.

Governance Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



***Denning, Downey & Associates, P.C.***  
***CERTIFIED PUBLIC ACCOUNTANTS***

*P.O. Box 1957 Kalispell, MT 59903-1957*  
*(406) 756-6879 • FAX (406) 257-7879 • E-Mail [dda@ddaudit.com](mailto:dda@ddaudit.com)*

*Robert K. Denning, CPA, CGFM, CFF, CITP*

June 7, 2021

Broadwater County  
Attn: Debbie Kelley, Finance Director  
515 Broadway Street  
Townsend, MT 59644

**Non-Audit Advisory Services**

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for Broadwater County for the fiscal year ending June 30, 2021, June 30, 2022, and June 30, 2023.

Denning Downey and Associates CPA's (DDA) is not an employee or part of the management of the County. Therefore DDA will only assist the County's management. This is further evidenced by the County designating Debbie Kelley as the County employee with the skills, knowledge and experience (SKE) to oversee these procedures. The County will establish and monitor the performance of the below described services to ensure that they meet the government's objectives. As such, management of the government accepts full responsibility for any decisions made.

**Responsibilities**

Following a review of your request for Non-Audit Advisory Services identified below, and our review of Debbie Kelley SKE, we will mutually decide on services and personnel we can provide. We can then mutually establish the time and place for the services to be performed. While performing those services we may assist, advise, and train you and your staff about accounting principles and their application and may assist in the preparation of your financial statements, but the responsibility of the financial statements including all proposed adjustments remains with you. This responsibility includes the establishment and maintenance of adequate records and effective internal controls over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. You are responsible for reviewing the entries and adjusting the financial statements to correct any misstatements. Because the services attached do not constitute an examination, we will not express an opinion. In addition, we have no obligation to perform any procedures beyond those listed in this letter. DDA refuses to take any action that could be construed as making management decisions or performing management functions. These are the responsibilities of the County's management. The purpose of this engagement is NOT to discover fraud or theft. However, if in the normal course of our work we identify fraud or theft we will notify the County immediately.

**Fees**

Our fees for these services are described in the schedule below. The following list may include services that either will not be applicable to your entity or you may choose to perform them yourself. The fees are only for the Non-Audit Advisory Services and do not include travel expenses related with these services. Our invoices for these fees will be rendered when the work is complete or monthly if the work spans several months. In accordance with the AICPA rules on independence, the fees for all Non-Audit Advisory Services must be paid before we can begin work on the audit. If we elect to terminate our services for any reason, our engagement will be deemed to have been completed even if we have not completed the work. You will be obligated to compensate us for all time expended at our standard hourly rates and to reimburse us for all travel costs through the date of termination. If in the course of this engagement or the result of this engagement we are compelled by a court to provide testimony, time or additional services it is understood the County will compensate us at our standard hourly rate plus related travel expenses for all time required.

**Services (may not need all services)**

From the information provided by the County, we will assist the County in performing the services described below. **It is understood that the County may not need all the services listed below.**

<u>Service</u>	<u>FY2021</u>	<u>FY2022</u>	<u>FY2023</u>
Footnotes	NC	NC	NC
Data Collection Form	\$650	\$675	\$700
Preparation of SEFA	\$3,000	\$3,200	\$3,400
Preparation of Financials G34	\$3,770	\$3,920	\$4,000
Preparation of invest trust fund G31	\$825	\$850	\$875
Notes/Adjustments for Pensions G68	N/C	N/C	N/C
Cash Flow Statement preparation	\$600	\$625	\$650
Consulting per hour	\$240/hour	\$250/hour	\$260/hour

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated below and return this letter to us.

Robert Denning CPA is the partner that has been assigned to your engagement. If you have any questions, please feel free to contact him directly.

Should you have any questions, please feel free to contact us.

\_\_\_\_\_  
Denning, Downey and Associates CPA's P.C.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Broadwater County

\_\_\_\_\_  
Date



DEPARTMENT OF ADMINISTRATION

STANDARD AUDIT CONTRACT

This Contract is made this 7<sup>th</sup> day of June, 2021, by and among

Denning, Downey and Associates CPA's P.C.

**Certified Public Accountant  
("Contractor"),**

Broadwater County

**Governmental Entity  
("Entity"),**

and the **Montana Department of Administration, Local Government Services, ("State")**, acting under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated. **The State's mailing address, phone number and e-mail address are P.O. Box 200547, Helena, MT 59620-0547; (406) 444-9101; and LGSPortalRegistration@mt.gov.**

1. **Effective Date:** This contract is not effective with respect to any party until it is approved and signed by the State, as required by Section 2-7-506(3), MCA. The Contractor may not begin any audit work until the State gives this approval. If the Contractor begins work before the State's approval of the contract and the State subsequently does not approve the contract, the Contractor is not entitled to receive any compensation for the work performed.

2. **Audit Period and Payment:** This contract covers the following audit period(s):

July 1, 2020 to June 30, 2023.

A. The Entity shall pay the Contractor for the audit work on the basis of time and necessary out-of-pocket expenses, which will not exceed:

\$ 23,944 for initial (or sole) audit covering 07 /01 /20 to 06 /30 /21.

\$ 24,900 for subsequent audit covering 07 /01 /21 to 06 /30 /22.

\$ 25,897 for subsequent audit covering 07 /01 /22 to 06 /30 /23.

The Entity shall pay the fees listed in Appendices A, B & C, as applicable, which are attached hereto and incorporated by reference. Any change to the audit fees requires a contract amendment.

B. The contract payments do not include the cost of additional work that may be required if the Contractor discovers a defalcation or material irregularity. Any change in the scope of the audit services to be provided under this contract requires a contract amendment.

C. The Contractor may submit interim bills to the Entity each month, based upon the estimated percentage of contract completion. The Entity may retain ten percent (10%) of each of these estimates until the Contractor has delivered the final audit report, at which time the Entity shall release the amount retained.

3. **Peer Review:** The Contractor shall provide the Entity with a copy of its most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received

during the contract period.

4. **Audit Scope:** The Contractor shall perform the following:

- A. The Contractor shall conduct the audit in accordance with (i) generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and (ii) the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

The Contractor shall opine on the presentation of the Entity's financial statements in accordance with the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA.

If the Contractor's opinion on the Entity's financial statements is other than unmodified, the Contractor shall fully discuss the reasons with the Entity in advance of issuing a report. If, for any reason, the Contractor is unable to complete the audit or is unable to form or has not formed an opinion, the Contractor may decline to express an opinion or decline to issue a report as a result of the engagement.

- B. The Contractor shall perform tests of internal control over financial reporting. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards
- C. The Contractor shall perform tests of the Entity's compliance with provisions of laws, regulations, contracts, and grant agreements. The Contractor shall use the local government compliance supplement prepared by the State, as required by Section 2-7-505(2), MCA, in conjunction with Government Auditing Standards to determine the compliance testing to be performed during the audit. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards. If the Contractor becomes aware of fraud, waste or abuse, the Contractor shall report related findings in accordance with Government Auditing Standards. The Contractor shall perform tests, including but not limited to the following, to determine whether:
- (1) the Entity has complied with all appropriate statutes and regulations, as required by Section 2-7-502, MCA;
  - (2) the Entity has complied with the provisions of each of its debt covenants and agreements;
  - (3) if the audit is of a county, city or town, the Entity has retained money in a local charge for services fund contrary to the requirements of Sections 17-2-301 through 17-2-303, MCA, as required by Section 17-2-302, MCA. **The Contractor shall report any findings of noncompliance with the provisions of these statutes, regardless of materiality;** and
  - (4) if the audit is of a county or consolidated city/county government, the Entity has complied with state laws relating to receipts and disbursements of agency or custodial funds maintained by the Entity, as required by Section 2-7-505, MCA.

If required by the State, the Contractor shall provide documentation of testing performed to comply with (3) and (4), above.

- D. When applicable, the audit must meet all requirements of the Federal Single Audit Act of 1984, as amended, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). If these federal regulations are amended, the amended regulations will prevail.

- E. The audit scope with regard to federal financial assistance for each fiscal year covered by this contract must be as specified in Appendices A, B and C. Any change to the audit scope with regard to federal financial assistance requires a contract amendment.
- F. Except as provided below, for purposes of determining the scope of the audit, the Entity is considered the financial reporting entity as defined in the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA. This provision does not preclude the Entity from engaging a different audit firm for the audit of a segment, fund or component unit of the Entity. However, both the Entity and Contractor shall notify the State whenever the Entity elects to engage a different audit firm for the audit of a segment, fund or governmental component unit. Such additional audit must be contracted for on the State's Standard Audit Contract, and the audit firm shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State.

If this contract is for an audit of a segment, fund, or governmental component unit of the primary government, the Entity is considered to be the segment, fund or component unit.

- G. Any school district audit must also include auditing procedures sufficient to provide an opinion as to whether the following supplemental information is fairly stated in relation to the basic financial statements:
  - (1) the school district's enrollment for the fiscal year or years being audited as reported to the Office of Public Instruction in the Fall and Spring "Student Count for ANB" reports; and
  - (2) when applicable, the extracurricular funds for pupil functions.
- H. If the Entity is a school district or associated cooperative, the Contractor shall contact the State Office of Public Instruction and the county superintendent of schools before or during the audit of the Entity. The Contractor shall determine whether those offices are aware of potential financial or legal compliance problems relating to the Entity that could affect the scope of the audit.
- I. The Contractor shall immediately notify the Entity and the State in writing of any material irregularities it discovers. If the Entity is a school district or special education cooperative, the Contractor shall also immediately notify the State Office of Public Instruction in writing.
- J. The Contractor shall notify the Entity of all proposed audit adjustments and, if the Entity concurs, shall obtain written acceptance of these proposed adjustments. The State reserves the right to request documentation of these proposed and accepted audit adjustments.

5. **Entity's Responsibilities:** The Entity shall be responsible for:

- A. its basic financial statements, including note disclosures;
- B. all supplementary information required by its applicable financial reporting framework prescribed at Section 2-7-504, MCA and by provisions of this contract;
- C. establishing and maintaining effective internal control over financial reporting, including internal controls related to the prevention and detection of fraud;

- D. ensuring that it complies with the laws, regulations, contracts and grant agreements applicable to its activities;
  - E. making all financial records and related information available to the Contractor;
  - F. the schedule of expenditures of federal awards required for audits conducted under Uniform Guidance;
  - G. approving all proposed audit adjustments before posting, if the Entity concurs with the proposed adjustments;
  - H. adjusting the financial statements and accounting records to correct material misstatements and to agree with the audited financial statements; and
  - I. providing the Contractor, at the conclusion of the audit engagement, with a letter that confirms certain representations made during the audit, including an affirmation that the effects of any uncorrected misstatements aggregated by the auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
6. **Dates for Annual Financial Report or Trial Balance of Accounts:** The Entity shall prepare its annual financial report or a trial balance of accounts no later than the dates specified in Appendices A, B and C. If the Entity is unable to prepare its annual financial report or trial balance by the date specified in the Appendices, the Entity shall notify the Contractor and the State in writing prior to the specified dates.
7. **Beginning the Audit:** The Contractor shall begin the audit field work based on the schedule established in Appendices A, B and C. Under Section 2-7-503(3)(a), MCA, all audits must commence within nine months from the close of the last fiscal year of the audit period.
8. **Completion of Audit:** The Contractor shall deliver the audit report to the Entity and the State, based on the schedule established in Appendices A, B and C. If the Contractor cannot deliver the audit report to the Entity and the State on the date specified in the Appendices, the Contractor shall notify the Entity and the State in writing of that fact, and the reason(s) for the delay. Under Section 2-7-503(3)(a), MCA, all audits must be completed and the reports issued within one year from the close of the last fiscal year covered by the audit. If the audit is conducted in accordance with the provisions of Uniform Guidance, the Contractor shall complete the audit and issue the audit report within the time period required by that federal regulation, unless a longer period has been agreed to in advance by the federal cognizant or oversight agency for audit. If the Entity has requested and received an extension of the due date of the Uniform Guidance from a federal agency, the Entity shall submit a copy of the approved extension to the State.
9. **Due Date Extension:** The State may grant an extension to the Entity for filing the audit report beyond the one- year due date provided for in paragraph 8, above. To do so, the Entity shall make a request to the State in writing and shall show good cause for the delinquency or demonstrate that the failure to meet the deadline provided for in paragraph 8, above, was the result of circumstances beyond the Entity's control. The State will determine good cause or circumstances beyond the Entity's control based on the facts of each case.
10. **Presentation of Audited Financial Statements:** The final audit report must contain basic financial statements and supplementary information consistent with the applicable financial reporting framework prescribed at Section 2-7-504, MCA. In addition, other supplementary information required by provisions within this contract and by Uniform Guidance must also be included, if applicable.

- A. The final audit report must also contain any supplementary or other information as agreed upon by the Entity and Contractor.
  - B. If the Entity's accounting records or other circumstances do not permit financial statements to comply with the applicable financial reporting framework prescribed at Section 2-7-504, MCA, the Contractor shall notify the State of those conditions and describe the financial statements that will be presented. The applicable auditor's reports must be modified in accordance with professional standards to reflect a departure from the applicable financial reporting framework.
  - C. If the audit is of a school district with separate elementary and high school district general funds, the general funds must be combined as a single major fund. All other funds must be separately considered for major fund criteria.
  - D. If the audit is a biennial audit covering two years, the Contractor shall present complete financial statements as specified above for each year covered by the audit. However, note disclosures for both fiscal years may be in one set of notes, with separate fiscal year disclosures as necessary. The two years must be presented under one audit report cover and opined upon in one Independent Auditor's Report.
11. **Auditor's Reports:** All audit reports must contain the following auditor's reports, which must comply with applicable professional standards in effect for the fiscal year or years being audited:
- A. a report on the financial statements of the Entity;
  - B. a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
  - C. a reference to a report disclosing any deficiencies in internal control or instances of noncompliance with provisions of contracts or grant agreements or abuse that have a less than material effect on the financial statements but warrant the attention of management or those charged with governance. This report must be referred to in the report required in 11.B. above.
  - D. a report on any supplementary or other information presented in the audit report. This report must be given in an "other matters" paragraph(s) of the auditor's report on the financial statements (11.A. above), and shall identify, if applicable:
    - (1) Any Required Supplementary Information (RSI), as required by the Governmental Accounting Standards Board.
    - (2) Any Supplementary Information (SI) included in the report to comply with provisions of laws, regulations, contracts, or grant agreements. For the following schedules, the Contractor shall report on whether the information is fairly stated, in all material respects, "in relation to" the financial statements as a whole, unless the condition of the financial records do not allow the auditor to render such an opinion:
      - a) schedule of school district "Student Count for ANB" required in paragraph 13.A.;
      - b) schedule of school district extracurricular fund financial activities required in paragraph 13.B.;
      - c) schedule of expenditures of federal awards required by Uniform Guidance and in paragraph



12.A.; and

d) Any supplementary information for financial reporting frameworks required by A.R.M. 2.4.401.

(3) Any Other Information (OI) for financial reporting frameworks required by A.R.M. 2.4.401.

(4) Any Other Information (OI) that is included in the audit report, if deemed appropriate in accordance with professional standards.

E. a report disclosing the action taken by the Entity to correct any deficiencies or implement any recommendations contained in the prior audit report. This report must be in a format that specifically identifies, by title or summary, each deficiency or recommendation contained in the prior audit report and the action taken by the Entity on each such deficiency or recommendation.

F. If the Contractor includes audit findings in the reports referenced in 11.B. and 11.C. above, the views of Entity officials and their planned corrective actions must also be included, as required by Government Auditing Standards, if they are available at the time the Contractor submits the audit report to the State. If the views and planned corrective actions are not available at that time, the Contractor shall so indicate in the reports.

12. **Single Audits:** All audit reports for single audits done in accordance with Uniform Guidance must contain the following:

A. a schedule of expenditures of federal awards, prepared by the Entity, which must contain all elements required by Uniform Guidance.

B. a report on the schedule of expenditures of federal awards. This report may be combined with other reports as provided by Uniform Guidance and professional standards. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.

C. a report on compliance for each major program and a report on internal control over compliance in accordance with Uniform Guidance. These reports must refer to the separate schedule of findings and questioned costs described in paragraph 12.D. of the contract and must comply with applicable professional standards in effect for the fiscal year or years being audited.

D. a schedule of findings and questioned costs which must include the information required by Uniform Guidance.

E. an Entity-prepared document, separate from the Contractor's findings, that describes the Entity's corrective action plan in accordance with Uniform Guidance for each current-year audit finding, if that plan is available at the time the Contractor submits the audit report to the State. This document should be submitted on Entity letterhead and should include a corrective action plan for each finding, regardless whether the finding is identified in accordance with Uniform Guidance or Government Auditing Standards.

13. **School Districts:** School district audit reports must include the following as supplementary information/schedules:

A. a schedule of the district's enrollment as reported to the Office of Public Instruction for the fiscal year or years being audited. The schedule must contain the enrollment both as reported in the Fall and

Spring "Student Count for ANB" reports and as documented by the school district's enrollment records; and

B. a detailed schedule of extracurricular fund financial activities.

14. **Local Governments Reporting on Non-GAAP Financial Reporting Framework:** Audit reports of local governments that report on a non-GAAP financial reporting framework as provided in A.R.M. 2.4.401 must include any Supplementary Information and Other Information required in that administrative rule.
15. **Written Report to Entity:** The Contractor shall render a single, written report for the Entity audited, including the reports and schedules referenced in paragraphs 11 through 14 above.
16. **Exit Conference:** Before submitting the final audit report, the Contractor shall hold an exit review conference in which the audit results are discussed with those charged with governance and other appropriate Entity officials and employees. The Contractor shall ensure that all members of the governing body and key members of management are notified of this exit conference. The Contractor further agrees that before the exit conference, it will not discuss the audit findings with anyone other than the Entity or the State. Once the Contractor delivers the final audit report to the Entity, the report is deemed to be a public record.
17. **Report Distribution:** The Contractor and Entity shall file copies of the audit report as specified below:
  - A. The Contractor shall provide the Entity with the number of copies of the audit report specified in Appendices A, B and C. The cost of those copies is included in the total price for the engagement as set out in paragraph 2.A., above, and in the Appendices.
  - B. The Contractor shall submit one of the copies referred to in 17.A., above, to the attorney for the Entity.
  - C. Upon request by the Entity, the Contractor shall provide additional copies of the audit report at a price per copy agreed upon by the Entity and Contractor.
  - D. The Contractor shall provide the State with a text-searchable, unlocked, and unencrypted electronic copy of the audit report at no charge. The report must be submitted to the State at the same time when the Contractor delivers the final audit report to the Entity. Any report delivered separately to management or those charged with governance identifying findings and recommendations as described in 11.C. above must be submitted electronically at the same time the audit report is submitted. The Contractor shall advise the State, at the time of submitting the electronic report, of the date the final report was delivered to the Entity, the date of the audit report, the actual number of hours the Contractor spent conducting the audit, the total audit fee billed the Entity, and whether the audit was conducted in accordance with the provisions of Uniform Guidance.
  - E. If the Entity is a school district or associated cooperative, the Contractor shall provide at no additional charge copies of the audit report to the Office of Public Instruction, the county superintendent of schools, and the county attorney.
  - F. If the Entity is a city or town fire department relief association disability and pension fund, the Contractor shall provide at no additional charge one copy of the audit report to the city or town clerk.
  - G. If the audit is a single audit conducted in accordance with the provisions of Uniform Guidance, the

Entity shall provide copies of the reporting package defined in Uniform Guidance and the data collection form to the federal clearinghouse designated by OMB.

18. **Entity Response:** If not included in the audit report as provided in paragraphs 11.F. and 12.E., within 30 days after receiving the audit report, the Entity shall notify the State in writing as to what action it plans to take to correct any deficiencies or implement any recommendations identified or contained in the audit report as required by Section 2-7-515, MCA, and ARM 2.4.409. This notification must also address any findings and recommendations identified in any report to management or those charged with governance described in 11.C. above. If the audit is a single audit conducted in accordance with Uniform Guidance, this corrective action plan must also meet the requirements of Uniform Guidance. If the Entity is a school district or special education cooperative, the Entity shall also send a copy of this notification to the Office of Public Instruction.
19. **Entity's Attorney:** If requested by the State, the attorney for the Entity shall report to the State on the actions taken or the proceedings instituted or to be instituted relating to violations of law and nonperformance of duty as required by Section 2-7-515(4), MCA. The attorney shall report to the State within 30 days after receiving the request.
20. **Certification of Auditor Independence:** The Contractor certifies that, as required by generally accepted government auditing standards, it and its principals and employees are independent in all matters regarding this engagement. This contract must not include non-audit services. The Contractor shall neither arrange for nor accept other work with the Entity that could in any way impair the Contractor's compliance with professional independence standards. If required by the State, the Contractor shall provide documentation that independence has been maintained in both mind and appearance as required by professional auditing standards.
21. **Contractor and Subcontractors:** The Contractor shall not assign any rights, or subcontract or delegate any duties of the contract without the Entity's and State's prior written consent.

The Contractor is the prime contractor and is responsible, in total, for all work of any subcontractors. Any subcontractors performing audit work shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State. The Contractor is responsible to the Entity and the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors or agents. There is no contractual relationship between any subcontractor and the State.

22. **State Participation in Conferences:** The State may participate in all entrance and exit conferences between the Entity and Contractor, as well as all major conferences held in conjunction with the audit of the Entity.
23. **Access to Records:** The Contractor shall give the State and, when required by law, the Montana Legislative Audit Division, access to the Contractor's work programs, supporting working papers, time records, and all other documents relating to the audit. Access to these documents must be provided at the State's offices in Helena, Montana. Access to working papers includes the right of the State to obtain copies of working papers, as is reasonable and necessary. The Contractor shall make the work programs and supporting working papers available to the State for use by the State or other public accounting firms as directed by the State in future audits of the Entity. The Contractor shall make the audit programs and supporting working papers available to the cognizant or oversight agency for audit or its designee, federal agencies providing direct or indirect funding, or the U.S. General Accounting Office, if requested. Access to working papers includes the right of federal agencies to obtain copies of working papers, as is reasonable and necessary. The Contractor shall retain the audit report, work programs, and supporting working papers for a minimum of five years from the date of the audit report, unless the State notifies the Contractor to extend the retention

period. If professional standards or other applicable laws, rules, or regulations require a longer retention period, the Contractor shall retain the above materials for that specified period.

24. **State Review of Report:** As provided by Section 2-7-522, MCA, the State shall review the Contractor's audit report. If the State determines that reporting requirements have not been met, it will notify the Entity and the Contractor of the significant issues of noncompliance. The Contractor shall correct the identified deficiencies within 60 days of notification.
25. **Independent Contractor:** The Contractor is an independent contractor and neither its principals nor its employees are employees of the State or Entity for any purposes.
26. **Workers' Compensation:** The Contractor certifies that it carries Workers' Compensation for its employees and that it has either elected Workers' Compensation or has an approved Independent Contractor's Exemption covering the Contractor while performing work under this contract. (Montana Code Annotated, Title 39, Chapter 71).
27. **Indemnity:** The Contractor shall defend and indemnify the State and Entity, their elected and appointed officials, agents, and employees from and against all claims, causes of action, damages, liabilities, court costs and attorney fees in favor of the Contractor's employees or third parties for bodily or personal injuries, death, or damage to property arising from the acts or omissions or alleged acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors under this contract. This defense and indemnify obligation does not apply to acts or omissions arising from the sole negligence of the State or Entity under this contract. This defense and indemnity obligation survives termination or expiration of this contract.

If the Contractor is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of the Entity's intentional or knowing misrepresentation or provision to the Contractor of inaccurate or incomplete information in connection with this engagement, and not any failure on the Contractor's part to comply with professional standards, the Entity shall defend and indemnify the Contractor against such obligations.

28. **Insurance – Commercial General Liability:** The Contractor shall maintain for the duration of the contract, at its cost and expense, occurrence coverage insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, and/or its agents, employees, representatives, assigns, or subcontractors. The Contractor's insurance coverage shall be primary insurance for the Contractor's negligence with respect to the State and Entity and their elected officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State and Entity and their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Insurance - Professional Liability:** The Contractor shall purchase and maintain occurrence coverage to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

If occurrence coverage is unavailable or cost-prohibitive, the state will accept 'claims made' coverage provided the following conditions are met: 1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years, and 2) the claims made policy must have a three-year tail for claims that are made (filed) after the

cancellation or expiration date of the policy.

The State and Entity may require complete copies of certificates of insurance during the term of this contract.

29. **Compliance with Laws:**

- A. The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subcontracting by the Contractor subjects subcontractors to the same provisions.
- B. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this contract.

30. **Work Accommodations:** The Entity shall provide the Contractor with reasonable space in which to conduct the audit and shall respond promptly to requests for information as well as for all necessary books and records. Support for clerical, equipment, reproduction services shall be agreed upon by the Entity and the Contractor as specified in Appendices A, B and C.

31. **Termination before Audit Commences:** Before the commencement of the audit, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach.

The Contractor and the Entity may agree to terminate this contract without cause before the commencement of the audit. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

The State, however, will not consent to the cancellation of an audit contract for the sole purpose of allowing the Contractor and Entity to then enter into a new contract that extends the number of fiscal years to be audited by the Contractor. Unless there are extenuating circumstances, the existing audit contract must be completed first. This provision does not prohibit the cancellation of a contract for the purpose of replacing an annual audit with a biennial audit.

32. **Termination after Audit Commences:** After the audit has commenced, but before the audit report has been issued, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach. If the Contractor is the breaching party and fails to remedy the breach, the Contractor is not entitled to the fee set out in this contract. This is the Entity's and the State's sole remedy. If the Entity is the breaching party, the Entity shall pay the Contractor a pro rata portion of the fee set out in this contract, based on the percentage of work completed at the time of termination. This

is the Contractor's sole remedy.

The Contractor and the Entity may agree to terminate this contract without cause after the audit has commenced but before the audit report has been issued. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

33. **Contractor Compliance with CPE and Quality Control Review:** The Contractor certifies compliance with the continuing professional education requirements and the external quality control review requirements as set out in Government Auditing Standards, as established by the Comptroller General of the United States. The State may require the Contractor to provide evidence that it has met the above requirements.
34. **Single Audit Act Certification:** If the audit is required to meet the requirements of the Single Audit Act of 1984, as amended, and Uniform Guidance, the Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing audits by any Federal department or agency.
35. **Time is of the Essence:** Time is of the essence regarding all provisions of this contract.
36. **Governing Law and Venue:** This contract is governed by the laws of Montana. The parties agree that any litigation concerning this contract in which the State is named as a party must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract. The parties also agree that any litigation concerning this contract in which the State is not named as a party must be brought in the State of Montana Judicial District in the County in which the Entity is located. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract.
37. **Notice:** All notices under this contract must be in writing and will be deemed given if delivered personally, by mail, certified, return receipt requested, or by e-mail. All notices will (a) if delivered personally, be deemed given upon delivery, (b) if delivered by mail, be deemed given upon receipt, or (c) if delivered by e-mail be deemed given upon receipt.
38. **Invalid Provision:** If any provision of this contract is held to be illegal or unenforceable and the parties' rights or obligations will not be materially and adversely affected, such provision will be (a) severed from the contract, (b) the contract will be interpreted as if such provision was never a part of the contract and (c) the remaining provisions will stay in effect.
39. **Authority:** Each party represents that the person signing this contract has the authority to bind that party.
40. **Entire Agreement and Amendment:** This contract and the attached Appendices contain the entire understanding and agreement of the parties. No modification or amendment of this contract is valid unless it is reduced to writing, signed by the parties, and made a part of this contract.

Contractor, Entity, and State have executed this Standard Audit Contract on the date first above written:

**Certified Public Accountant**

Denning, Downey and Associates CPA's P.C.  
Firm Name

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

**Governmental Entity**

Broadwater County  
Entity Name

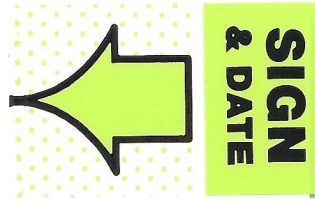
By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

**Montana Department of Administration,  
Local Government Services**

By: \_\_\_\_\_  
Approved By

Date: \_\_\_\_\_



APPENDIX A

Initial or Sole Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY):

Broadwater County

(406)266-9201  
Telephone:

Address:

515 Broadway Street

(Street Address or P.O. Box)

Townsend

(City/Town)

, MT 59644

(Zip Code)

Debbie Kelley, Finance Director dkelley@co.broadwater.mt.us

Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING  
FIRM (CONTRACTOR) :

Denning, Downey and Associates CPA's P.C.

(406)756-6879  
Telephone:

Address:

P.O. Box 1957

(Street Address or P.O. Box)

Kalispell

(City/Town)

, MT 59903

(Zip Code)

Robert Denning CPA, CGFM, CFF, CITP, dda@ddaudit.com

Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending

June 30, 2021, (and) \_\_\_\_\_  
(Month & Day) (Year) (Year)

B. Date to commence audit work: August 1, 2021

C. Date to submit final audit report  
to Entity and State: March 31, 2022

2. Time and Price for Engagement:

A. Estimated total hours - 200

B. Price for audit personnel \$ 23,944

Price for Travel \_\_\_\_\_

Price for typing, clerical  
and report preparation \_\_\_\_\_

Total price for this  
engagement \$ 23,944

3. The reporting entity contains the following discretely presented component units: N/A



4. Date Annual Financial Report or a trial balance will be available: December 31, 2021
5. Number of copies of audit report Contractor will provide to Entity: Three (3)
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:  
Photocopier  
Internet Access
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**OR**

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**Certified Public Accountant**

Denning, Downey and Associates CPA's P.C  
 Firm Name

By: \_\_\_\_\_  
 Authorized Representative

Date: \_\_\_\_\_

**Governmental Entity**

Broadwater County  
 Entity Name

By: \_\_\_\_\_  
 Authorized Representative

Date: \_\_\_\_\_

**Montana Department of Administration,  
 Local Government Services**

By: \_\_\_\_\_  
 Approved By

Date: \_\_\_\_\_



APPENDIX B

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY):

Broadwater County

(406)266-9201

Telephone:

Address:

515 Broadway Street

(Street Address or P.O. Box)

Townsend

(City/Town)

, MT 59644

(Zip Code)

Debbie Kelley, Finance Director dkelley@co.broadwater.mt.us

Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR):

Denning, Downey and Associates CPA's P.C.

(406)756-6879

Telephone:

Address:

P.O. Box 1957

(Street Address or P.O. Box)

Kalispell

(City/Town)

, MT 59903

(Zip Code)

Robert Denning CPA, CGFM, CFF, CITP, dda@ddaudit.com

Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending

June 30

, 2022

, (and) \_\_\_\_\_

(Month & Day)

(Year)

(Year)

B. Date to commence audit work:

August 1, 2022

C. Date to submit final audit report

to Entity and State:

March 31, 2023

2. Time and Price for Engagement:

A. Estimated total hours -

200

B. Price for audit personnel

\$ 24,900

Price for Travel

Price for typing, clerical

and report preparation

Total price for this

engagement

\$ 24,900

3. The reporting entity contains the following discretely presented component units: N/A

4. Date Annual Financial Report or a trial balance will be available: December 31, 2022

5. Number of copies of audit report Contractor will provide to Entity: Three (3)
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:  
Photocopier  
Internet Access
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**OR**

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**Certified Public Accountant**

Denning, Downey and Associates CPA's P.C  
 Firm Name

By: \_\_\_\_\_  
 Authorized Representative

Date: \_\_\_\_\_

**Governmental Entity**

Broadwater County  
 Entity Name

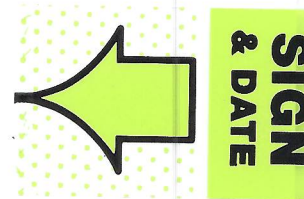
By: \_\_\_\_\_  
 Authorized Representative

Date: \_\_\_\_\_

**Montana Department of Administration,  
 Local Government Services**

By: \_\_\_\_\_  
 Approved By

Date: \_\_\_\_\_



APPENDIX C

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY):

Broadwater County

(406)266-9201  
Telephone:

Address:

515 Broadway Street

(Street Address or P.O. Box)

Townsend

(City/Town)

, MT 59644

(Zip Code)

Debbie Kelley, Finance Director dkelley@co.broadwater.mt.us

Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING  
FIRM (CONTRACTOR) :

Denning, Downey and Associates CPA's P.C.

(406)756-6879  
Telephone:

Address:

P.O. Box 1957

(Street Address or P.O. Box)

Kalispell

(City/Town)

, MT 59903

(Zip Code)

Robert Denning CPA, CGFM, CFF, CITP, dda@ddaudit.com

Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending

June 30

, 2023, (and)

(Month & Day)

(Year)

(Year)

B. Date to commence audit work:

August 1, 2023

C. Date to submit final audit report  
to Entity and State:

March 31, 2024

2. Time and Price for Engagement:

A. Estimated total hours -

200

B. Price for audit personnel

\$ 25,897

Price for Travel

Price for typing, clerical  
and report preparation

Total price for this  
engagement

\$ 25,897

3. The reporting entity contains the following discretely presented component units: N/A

- 4. Date Annual Financial Report or a trial balance will be available: December 31, 2023
- 5. Number of copies of audit report Contractor will provide to Entity: Three (3)
- 6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:  
Photocopier  
Internet Access
- 7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**OR**

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**Certified Public Accountant**

Denning, Downey and Associates CPA's P.C  
 Firm Name

By: \_\_\_\_\_  
 Authorized Representative

Date: \_\_\_\_\_

**Governmental Entity**

Broadwater County  
 Entity Name

By: \_\_\_\_\_  
 Authorized Representative

Date: \_\_\_\_\_

**Montana Department of Administration,  
 Local Government Services**

By: \_\_\_\_\_  
 Approved By

Date: \_\_\_\_\_



44 MAR 1933

135850

*• who decides  
- process for change  
- who's involved*

PROTECTIVE COVENANTS  
KARP MINOR SUBDIVISION  
(TRACT 1 OF THE MOLDENHAUER MINOR SUBDIVISION)  
BROADWATER COUNTY, MONTANA

WHEREAS the undersigned declarants, J. Vincent Karp and Grace E. Karp, are having a plat of certain lands situated in Broadwater County, Montana, known as Karp Minor Subdivision, Tract 1 of the Moldenhauer Minor Subdivision, with the Broadwater County, Montana Clerk and Recorder for recordation, and

WHEREAS the undersigned declarants are the owners of all the lots in said tract and desire to place the following restrictions upon said lots for the use and benefit of themselves as present owners and for the future owners of the lots, and for the benefit of the general public interest and welfare.

NOW THEREFORE these covenants and conditions are made to apply to that certain tract of land situated in NE 1/4 of Section 23, T 5 N, R 1 E PMM, Broadwater County, Montana, containing 80 acres, more or less.

All persons, corporations or other entities who now or hereafter acquire any interest in and to any of the above described property, shall be taken and held to agree and covenant with the owners of the lots in said tract, and with their heirs, successors, and assigns, to conform to and observe the following restrictive covenants as to the use thereof.

The following restrictive covenants are revocable or alterable only with the consent of the Board of County Commissioners of Broadwater County, Montana.

1. Each owner of any lot by acceptance of a deed therefor, whether or not it is expressly written in such deed, shall bear equal responsibility with all other lot owners for the repair and maintenance of Karp Lane and Noxious Weed Management expenses as follows: *Road*

*Road* a) Roadway maintenance: The need for maintenance and repair of Karp Lane shall be determined by a majority vote of the lot owners, unless otherwise directed by a public entity of competent jurisdiction. Vote may be taken at a meeting of the lot owners called for and held at such place and time specified in the notice. The meeting shall be held at the residence of the lot owner calling the meeting, or at any other location specified in Broadwater County, Montana. Each lot owner shall be

44m:34

served with a copy of the notice at least 10 days before the scheduled meeting either by personal service or certified mail to such lot owner's last known mailing address. The lot owner(s) shall have one vote for each lot owned, and shall by majority vote (1) agree on the need for repair and maintenance, (2) the scope of repair, (3) the procedure for hiring a contractor, and (4) the amount to be paid for the repair or maintenance. The lot owners agree to meet at least once a year, and further agree to maintain the road to county standards, as promulgated by the County.

*what happens when you split a 20 acre lot? (what is considered a "lot")*

- b) Noxious Weed Management Plan. The lot owners agree that they will seed the embankment or berm along both sides of Karp Lane along their property line with seed or grasses approved by Broadwater County Weed District. Each lot owner further agrees to mow, or otherwise maintain, the grasses along Karp Lane. Each lot owner further agrees to abate the noxious weeds on their lot, by either mowing, pulling or otherwise removing noxious weeds; or to spray their lots with an approved herbicide sufficient to abate weeds on their property.
- c) Payment. Each lot owner shall pay their prorata share of any expenses incurred pursuant to paragraph (a) above, within 30 days of presentation of a statement, bill or invoice from the provider of the service, or the lot owner who contracted for the service. In the event that any lot owner fails or refuses to pay their prorata share within said 30 day period, any other lot owner may commence an action against the non-paying lot owner to recover the balance due, together with court costs and attorney fees.
- d) Lien. The provider of the service or the contracting lot owner, described in paragraph (c) above, is entitled to a construction lien for the unpaid amounts due for costs incurred as provided in paragraph (a) above, by following the procedure outlined in Title 71, Chapter 3, Part 5, MCA, or other statutes authorizing such liens. Such lien may be foreclosed as a construction lien. The prevailing party in such action shall be entitled to recover costs and attorney fees.
- e) Waiver. Each lot owner waives the right to protest the creation of a Special Improvement District or Road Improvement District for the purpose of improving or maintaining Karp Lane.  
*Road*
- f) Arbitration. Any disagreement or other controversy relating to this agreement shall only be settled by arbitration according to the Montana Uniform Arbitration Act (Sec. 27-5-111, et seq. MCA, as may be amended from time to time) and the rules of the American Arbitration

Association, with one arbitrator, and shall be enforceable in any court of competent jurisdiction.

2. Animals. No more than the following number of the following described animals shall be kept, boarded, maintained or otherwise possessed, per 20 acre lot:

*- More specific about fencing*

- 12 cows, not counting calves
- 2 horses
- 6 household pets

No property owner shall be permitted to operate a commercial hog or goat farm, a commercial feed lot, or a commercial chicken farm on the property.

It is the responsibility of each tract owner to provide that any and all animals kept on their property are fenced in and/or contained within the boundaries of said property.

It is the responsibility of each owner to provide adequate fencing of their tract to "fence out" ie: restrict access to their property by livestock that may otherwise enter their tract from adjoining properties.

3. Dwelling Construction. Prefabricated or modular houses having the general style of a site-built structure may be located on the property provided the placement is permanent and on a proper foundation. Construction of any structure on the property shall be completed within two years from the date construction is commenced.

All future grantees covenant and agree that manufactured or mobile homes may not be placed on the property unless they are factory modular homes, with width of not less than 14 feet. These homes must have conventional house siding and shall not have metal or aluminum siding. These homes must be no more than 10 years old at the date of installation on this property. All exterior attachments used for moving purposes, such as tongues and hitches, shall be removed from the house within 30 days of arrival on the property.

No multi-family dwelling shall be installed or constructed without prior written permission from the original declarants/grantors or a majority of the subsequent grantees if the original declarants are no longer in possession.

Operating a vehicle wrecking yard is prohibited.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover damages, or both. Invalidation of any one of these covenants

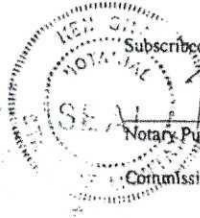


by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Date this 6<sup>th</sup> day of April, 1998.

Vincent Karp by Grace E. Karp  
D. Vincent Karp his attorney-in-fact

Grace E. Karp  
Grace E. Karp



Subscribed and sworn to before me this 6<sup>th</sup> day of April, 1998.

Kew Gray  
Notary Public for the State of Montana

Commission expires: Sept 15, 2001

STATE OF MONTANA ] ss.  
COUNTY OF BROADWATER

I hereby certify that the within instrument was filed in my office on the 9<sup>th</sup> day of Apr. A.D. 1998, at 32 minutes past 1 o'clock P.M. and entered on page 33 of book 44 of Micro-Records of Broadwater County, State of Montana.

Elaine Hawley  
County Clerk and Recorder  
Christ Jansman  
Deputy

Fee \$ 30.00

Comparison of drafts for revising Karp Minor Subdivision Covenants

Original Covenants (4-6-1998)	Owner Okayed (7-15-21)	Final Draft Covenants (7-24-21)	Notes:
<p>PROTECTIVE COVENANTS</p> <p>KARP MINOR SUBDIVISION (TRACT 1 OF THE MOLDENHAUER MINOR SUBDIVISION)</p> <p>BROADWATER COUNTY, MONTANA</p> <p>WHEREAS the undersigned declarants, J. Vincent Karp and Grace E. Karp, are filing a plat of certain lands situated in Broadwater County, with the Broadwater County, Montana Clerk and Recorder for recordation, and</p>	<p>DRAFT – REVISE AND REPLACE PROTECTIVE COVENANTS</p> <p>KARP MINOR SUBDIVISION (TRACT 1 OF THE MOLDENHAUER MINOR SUBDIVISION)</p> <p>BROADWATER COUNTY, MONTANA</p> <p>WHEREAS the undersigned declarants, Mark K. Parker and Lisa Parker (Tract 1-A), Dallas Casqueira and Taylor Casqueira (Tract 1-B), and Donald Messling and Carol Zirkle (Tract 1-C and D) are filing a revision of covenants to certain lands situated in Broadwater County, Montana, known as Karp Minor Subdivision, Tract 1-A, B, C, and D of Moldenhauer Minor Subdivision, with the Broadwater County, Montana Clerk and Recorder for recordation, and</p>	<p>PROTECTIVE COVENANTS (Revised 2021)</p> <p>KARP MINOR SUBDIVISION (TRACT 1 OF THE MOLDENHAUER MINOR SUBDIVISION)</p> <p>BROADWATER COUNTY, MONTANA</p> <p>WHEREAS the undersigned declarants, Mark K. Parker (Tract 1-A), Dallas Casqueira and Taylor Casqueira (Tract 1-B), and Donald Messling and Carol Zirkle (Tract 1-C and D) are filing a revision of covenants to certain lands situated in Broadwater County, Montana, known as Karp Minor Subdivision, Tract 1-A, B, C, and D of Moldenhauer Minor Subdivision, with the Broadwater County, Montana Clerk and Recorder for recordation, and</p>	<p>Should "Revised 2021" be in title?</p>
<p>WHEREAS the undersigned declarants are the owners of all the lots in said tract and desire to place the following restrictions upon said lots for the use and benefit of themselves as present owners and for the future owners of the lots, and for the benefit of the general public interest and welfare.</p>	<p>WHEREAS the undersigned declarants are the owners of all the lots of said tract and are replacing all the protective covenants dated 4-6-1998 (Restrictive Covenants in Book 44 of Micro., page 33).</p>	<p>WHEREAS the undersigned declarants are the owners of all the lots of said tract are eliminating all restrictions from the protective covenants dated 4-6-1998 (Restrictive Covenants in Book 44 of Micro., page 33) and desire to replace them with the following restrictions upon said lots for the use and benefit of themselves as present owners and for the future owners of the lots, and for the benefit of the general public interest and welfare.</p>	<p>Adjusted to current owners.</p> <p>Added back in some text from original document (see underlined).</p>
<p>NOW THEREFORE these covenants and conditions are made to apply to that certain tract of land situated in NE ¼ of Section 23, T 5 N, R 1 E PMM, Broadwater County, Montana, containing 80 acres, more or less.</p>	<p>NOW THEREFORE the covenants to be changed are made to apply to that certain tract of land situated in Tract 1 of the Moldenhauer Minor Subdivision: NE ¼ of Section 23, T 5 N, R 1 E PMM, Broadwater County, Montana, containing</p>	<p>NOW THEREFORE these covenants and conditions to be changed are made to apply to that certain tract of land situated in Tract 1 of the Moldenhauer Minor Subdivision: NE ¼ of Section 23, T 5 N, R 1 E PMM, Broadwater County,</p>	<p>Added back in some text from original document (see underlined).</p>

Comparison of drafts for revising Karp Minor Subdivision Covenants

	<p>80 acres, more or less. The legal descriptions for plots are:</p> <ul style="list-style-type: none"> <li>- Tract 1-A: S23, T05 N, R01 E, C.O.S. 1-583, MOLDENHAUER MINOR SUBD. AMD. TRACT 1-A</li> <li>- Tract 1-B: S23, T05 N, R01 E, C.O.S. 1-925, MOLDENHAUER MINOR SUBD. AMD. TRACT 1-B</li> <li>- Tract 1-C and D: S23, T05 N, R01 E, C.O.S. 1-583, MOLDENHAUER MINOR SUBD. AMD. TRACTS 1-C &amp; 1-D</li> </ul>	<p>Montana, containing 80 acres, more or less. The legal descriptions for plots are:</p> <ul style="list-style-type: none"> <li>- Tract 1-A: S23, T05 N, R01 E, C.O.S. 1-583, MOLDENHAUER MINOR SUBD. AMD. TRACT 1-A</li> <li>- Tract 1-B: S23, T05 N, R01 E, C.O.S. 1-925, MOLDENHAUER MINOR SUBD. AMD. TRACT 1-B</li> <li>- Tract 1-C and D: S23, T05 N, R01 E, C.O.S. 1-583, MOLDENHAUER MINOR SUBD. AMD. TRACTS 1-C &amp; 1-D</li> </ul>	
<p><u>All persons, corporations or other entities who now or hereafter acquire any interest in and to any of the above described property, shall be taken and held to agree and covenant with the owners of the lots in said tract, and with their heirs, successors, and assigns, to conform to and observe the following restrictive covenants as to the use thereof.</u></p>	<p><u>All persons, corporations or other entities who now or hereafter acquire any interest in and to any of the above described property, shall be taken and held to agree and covenant with the owners of the lots in said tract, and with their heirs, successors, and assigns, to conform to and observe the following restrictive covenants as to the use thereof.</u></p>	<p>The following restrictive covenants are alterable only with the consent of the Board of County Commissioners of Broadwater County, Montana.</p>	<p>The following restrictive covenants are alterable only with the consent of the Board of County Commissioners of Broadwater County, Montana.</p>
<p>The following restrictive covenants are revocable or alterable only with the consent of the Board of County Commissioners of Broadwater County, Montana.</p>	<p>The following restrictive covenants are alterable only with the consent of the Board of County Commissioners of Broadwater County, Montana.</p>	<p>The following restrictive covenants are alterable only with the consent of the Board of County Commissioners of Broadwater County, Montana.</p>	<p>Took out the word "revocable" from original document since we cannot revoke them.</p>
<p>1. Each owner of any lot by acceptance of a deed therefor, whether or not it is expressly written in such deed, shall bear equal responsibility with all other lot owners for the repair and maintenance of Karp Lane and Noxious Weed Management expenses as follows:</p>	<p>1. Each owner of any lot by acceptance of a deed therefor, whether or not it is expressly written in such deed, shall bear equal responsibility with all other lot owners for the repair and maintenance of Karp Lane and Noxious Weed Management expenses as follows:</p>	<p>1. <b>Roadway:</b> Maintenance/Repair is based on road usage. Improvement is the responsibility of owners. Signed Road</p>	<p>1. <b>Karp Road:</b> Maintenance/Repair responsibility is based on road usage. Improvement is the responsibility of</p>
<p>1.a. <b>Roadway maintenance:</b> The need for maintenance and repair of Karp Lane shall be determined by a majority vote of</p>	<p>1.a. <b>Roadway maintenance:</b> The need for maintenance and repair of Karp Lane shall be determined by a majority vote of</p>	<p>1. <b>Roadway:</b> Maintenance/Repair is based on road usage. Improvement is the responsibility of owners. Signed Road</p>	<p>1. <b>Karp Road:</b> Maintenance/Repair responsibility is based on road usage. Improvement is the responsibility of</p>

**Comparison of drafts for revising Karp Minor Subdivision Covenants**

lot owners, unless otherwise directed by a public entity of competent jurisdiction. Vote may be taken at a meeting of the lot owners called for and held at such place and time specified in the notice. The meeting shall be held at a residence of the lot owner calling the meeting, or at any other location specified in Broadwater County, Montana. Each lot owner shall be served a copy of the notice at least 10 days before the scheduled meeting either by personal service or certified mail to such lot owner's last known mailing address. The lot owner(s) shall have one vote for each lot owned and shall by majority vote (1) agree on the need for repair and maintenance, (2) the scope of repair, (3) the procedure for hiring a contractor, and (4) the amount to be paid for the repair or maintenance. The lot owners agree to meet at least once a year, and further agree to maintain the road to county standards, as promulgated by the County.

**1.c. Payment:** Each lot owner shall pay their prorated share of any expenses incurred pursuant to paragraph (a) above, within 30 days of presentation of a statement, bill or invoice from the provider of the service, or the lot owner who contracted for the service. In the event that any lot owner fails or refuses to pay their prorated share within said 30 day period, any other lot owner may commence an action against the non-paying lot owner to recover the balance due, together with court costs and attorney fees.

Agreements between Karp Minor Subdivision/Moldenhauer Tract-1 (owners of the east half of the road) and Moldenhauer Tract-2 (owners of the west half of the road and not covered under these covenants) for large projects to include the work to be done, who does the work, price for work, portion and timeframes for payment by each owner, when the work is to begin and how long it will last, any special considerations needed to keep the road accessible or protect individual properties, and text regarding what happens if obligations are not fulfilled (i.e., court costs, liens, wavers, and arbitration).

owners. Signed Road Agreements between Karp Minor Subdivision/Moldenhauer Tracts 1-A, B, C, and D (owners of the east half of the road) and Moldenhauer Tract-2 (owners of the west half of the road and not covered under these covenants) for large projects to include: the work to be done, who does the work, price for work, portion and timeframes for payment by each owner, when the work is to begin and how long it will last, any special considerations needed to keep the road accessible and protect individual properties, and text regarding what happens if obligations are not fulfilled (i.e., court costs, liens, wavers, and arbitration).

Comparison of drafts for revising Karp Minor Subdivision Covenants

<p><b>1.d. Lien:</b> The provider of the service or the contracting lot owner, described in paragraph (c) above, is entitled to a construction lien for the unpaid amounts due for costs incurred as provided in paragraph (a) above, by following the procedure outlined in Title 71, Chapter 3, Part 5, MCA, or other statutes authorizing such liens. Such lien may be foreclosed as a construction lien. The prevailing party in such action shall be entitled to recover costs and attorney fees.</p>			
<p><b>1.e. Waiver:</b> Each lot owner waives the right to protest the creation of a Special Improvement District or Road Improvement District for the purpose of improving or maintaining Karp Lane.</p>			
<p><b>1.f. Arbitration:</b> Any disagreement or other controversy related to this agreement shall only be settled by arbitration according to the Montana Uniform Arbitration Act (Sec. 27-5-111, et seq. MCA, as may be amended from time to time) and the rules of American Arbitration Association, with an arbitrator, and shall be enforceable in any court of competent jurisdiction.</p>			
<p><b>1.b. Noxious Weed Management Plan:</b> The lot owners agree that they will seed the embankment or berm along both sides of Karp Lane along their property line with seed or grasses approved by Broadwater County Weed District. Each lot owner further agrees to mow, or otherwise maintain, the grasses along Karp Lane. Each lot owner further agrees</p>	<p>2. Noxious Weed Management: Owners to follow existing state and Broadwater County Weed District laws or regulations regarding abating noxious weeds on their lots and along the road.</p>	<p>2. Noxious Weed Management: Owners to follow existing state and Broadwater County Weed District laws or regulations regarding abating noxious weeds on their lots and along their portion of Karp Road.</p>	

Key: Gray is Deleted, Yellow is Added

**Comparison of drafts for revising Karp Minor Subdivision Covenants**

<p>to abate the noxious weeds on their lot, by either mowing, pulling or otherwise removing noxious weeds: or to spray their lots with approved herbicide sufficient to abate weeds on their property.</p>			
<p><b>2. Animals:</b> No more than the following number of the following described animals shall be kept, boarded, maintained or otherwise possessed, per 20 acre lot:          - 12 cows (not counting calves),          - 2 horses,          - 6 household pets.</p>	<p><b>3. Animals:</b> Owners must contain animals they are responsible for with adequate fencing or pens. Grazing is allowed based on conditions. Overgrazing is not allowed. Owners will follow Open Range laws regarding fencing animals out of their property.</p>	<p><b>3. Animals:</b> Owners must contain animals they are responsible for with adequate fencing or pens. Grazing is allowed based on conditions. Overgrazing is not allowed. Owners will follow Open Range laws regarding fencing animals out of their property.</p>	
<p>No property owner shall be permitted to operate a commercial hog or goat farm, a commercial feed lot, or a commercial chicken farm on property.</p>			
<p>It is the responsibility of each tract owner to provide that any and all animals kept on their property are fenced in and/or contained within the boundaries of said property.</p>			
<p>It is the responsibility of each owner to provide adequate fencing of their tract to "fence out" ie: restrict access to their property by livestock that may otherwise enter their tract from adjoining properties.</p>			
<p><b>3. Dwelling Constriction:</b> Prefabricated or modular houses having the general style of a site-built structure may be located on the property provided the placement is permanent and on a proper foundation. Construction of any structure on the</p>			

Key: Gray is Deleted, Yellow is Added

**Comparison of drafts for revising Karp Minor Subdivision Covenants**

<p>property shall be completed within two years from the date of construction is commenced.</p> <p>All future grantees covenant and agree that manufactured or mobile homes may not be placed on the property unless they are factory modular homes, with width not less than 14 feet. These homes must have conventional house siding and shall not have metal or aluminum siding. These homes must be no more than 10 years old at the date of installation on this property. All exterior attachments used for moving purposes, such as tongues and hitches, shall be removed from the house within 20 days of arrival on the property.</p>			<p>Added that only current owners can enforce the covenants.</p>
<p>No multi-family dwelling shall be installed or constructed without prior written permission from the original declarants/grantors or a majority of the subsequent grantees if the original declarants are no longer in possession.</p> <p>Operating a vehicle wrecking yard is prohibited.</p>		<p>Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover damages, or both. Invalidation of any one of these covenants by judgement or court order shall in no way effect any other provisions which shall remain in full force and effect.</p>	<p>Only current owners of Karp Minor Subdivision lots are allowed to enforce these covenants. Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover damages, or both. Invalidation of any one of these covenants by judgement or court order shall in no way effect any other</p>
<p>Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover damages, or both. Invalidation of any one of these covenants by judgement or court order shall in no way effect any other provisions which shall remain in full force and effect.</p>			

Comparison of drafts for revising Karp Minor Subdivision Covenants

<p>Signed and Notarized: J. Vincent Karp, Grace E. Karp</p>		<p>provisions which shall remain in full force and effect.</p> <p>Sign and Notarized: Mark K. Parker, Dallas Casqueira, Taylor Casqueira, Donald J. Messling, Carol A. Zirkle</p> <p>Sign: Mike Delger Darrel Folkvard Debi Randolph</p>	<p>Current land owners.</p>
			<p>Do Commissioners need to sign? If so, all of them? Do they need to be notarized?</p>



DRAFT – REVISE AND REPLACE PROTECTIVE COVENANTS  
KARP MINOR SUBDIVISION (TRACT 1 OF THE MOLDENHAUER MINOR SUBDIVISION)  
BROADWATER COUNTY, MONTANA

WHEREAS the undersigned declarants, Mark K. Parker and Lisa Parker (Tract 1-A), Dallas Casqueira and Taylor Casqueira (Tract 1-B), and Donald Messling and Carol Zirkle (Tract 1-C and D) are filing a revision of covenants to certain lands situated in Broadwater County, Montana, known as Karp Minor Subdivision, Tract 1-A, B, C, and D of Moldenhauer Minor Subdivision, with the Broadwater County, Montana Clerk and Recorder for recordation, and

WHEREAS the undersigned declarants are the owners of all the lots of said tract and are replacing all the protective covenants dated 4-6-1998 (Restrictive Covenants in Book 44 of Micro., page 33).

NOW THEREFORE the covenants to be changed are made to apply to that certain tract of land situated in Tract 1 of the Moldenhauer Minor Subdivision: NE ¼ of Section 23, T 5 N, R 1 E PMM, Broadwater County, Montana, containing 80 acres, more or less. The legal descriptions for plots are:

- Tract 1-A: S23, T05 N, R01 E, C.O.S. 1-583, MOLDENHAUER MINOR SUBD. AMD. TRACT 1-A
- Tract 1-B: S23, T05 N, R01 E, C.O.S. 1-925, MOLDENHAUER MINOR SUBD. AMD. TRACT 1-B
- Tract 1-C and D: S23, T05 N, R01 E, C.O.S. 1-583, MOLDENHAUER MINOR SUBD. AMD. TRACTS 1-C & 1-D

The following restrictive covenants are alterable only with the consent of the Board of County Commissioners of Broadwater County, Montana.

**1. Roadway:** Maintenance/Repair is based on road usage. Improvement is the responsibility of owners. Signed Road Agreements between Karp Minor Subdivision/Moldenhauer Tract-1 (owners of the east half of the road) and Moldenhauer Tract-2 (owners of the west half of the road and not covered under these covenants) for large projects to include the work to be done, who does the work, price for work, portion and timeframes for payment by each owner, when the work is to begin and how long it will last, any special considerations needed to keep the road accessible or protect individual properties, and text regarding what happens if obligations are not fulfilled (i.e, court costs, liens, waivers, and arbitration).

**2. Noxious Weed Management:** Owners to follow existing state and Broadwater County Weed District laws or regulations regarding abating noxious weeds on their lots and along the road.

**3. Animals:** Owners must contain animals they are responsible for with adequate fencing or pens. Grazing is allowed based on conditions. Overgrazing is not allowed. Owners will follow Open Range laws regarding fencing animals out of their property.

Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover damages, or both. Invalidation of any one of these covenants by judgement or court order shall in no way effect any other provisions which shall remain in full force and effect.

## Reasons for Revoking Protective Covenants for Karp Minor Subdivision (Moldenhauer Minor Subdivision – Tract 1)

Current Covenants state: “The following restrictive covenants are revocable or alterable only with the consent of the Board of County Commissioners of Broadwater County, Montana.”

<p>The diagram illustrates the layout of the subdivisions. The top portion shows the Moldenhauer Minor Subdivision, which includes Tract 4, Tract 3A &amp; 3B, Tract 2, and the Karp Subdivision. The Karp Subdivision is further divided into Tract 1A, Tract 1B, Tract 1C, and Tract 1D. The bottom portion provides a detailed view of Karp Road, showing its location relative to Moldenhauer Tract 2 and the individual lots of the Karp Subdivision (1A, 1B, 1C, 1D).</p>	<p><b>Moldenhauer Minor Subdivision</b> (was created 1995) with 5 tracts. There were no Covenants.</p> <p><b>Karp Minor Subdivision</b> (was created 1998) on Moldenhauer Minor Subdivision – Tract 1 with 4 lots. Covenants were included.</p> <p><b>Legal Descriptions</b> Karp Subdivision lots show as Moldenhauer Minor Subdivision Tract 1-A, B, C, and D (not Karp Minor Subdivision).</p> <p><b>Current Karp Minor Subdivision Owners/Residents:</b> There are three couples who own and/or reside on lots:</p> <ul style="list-style-type: none"> <li>- Mark and Lisa Parker, Tract 1-A (10 acres),</li> <li>- Dallas and Taylor Casqueira, Tract 1-B (30 acres)</li> <li>- Donald Messling and Carol Zirkle, Tracts 1-C and 1-D (40 acres total)</li> </ul> <p><b>Karp Road</b></p> <ul style="list-style-type: none"> <li>- Access is from highway S-285.</li> <li>- It is a 3/8 mile gravel lane.</li> <li>- It is a private road, not a county road.</li> <li>- East ½ is on Karp Subdivision easement.</li> <li>- West ½ is on Moldenhauer Tract 2 easement, which is not covered by the Covenants.</li> </ul> <p><b>Current Covenants:</b></p> <ul style="list-style-type: none"> <li>- Set up by developer to protect their interests.</li> <li>- Developer moved away.</li> <li>- Covenants are unfindable (cross refer. problem).</li> <li>- They don't fit real life situations for buyers.</li> <li>- Requests were made to change them.</li> <li>- Developer would not make changes.</li> <li>- No HOA. Violations were never enforced for 21 years, rendering them abandoned.</li> <li>- All the lots are now sold, so developer has no remaining financial interest in the subdivision.</li> <li>- Current owners want to revoke the Covenants to prevent misunderstandings and problems in the future. Other remedies are available instead.</li> </ul>
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Restrictions as stated in Covenants	Issues and Solutions
<p><b>1.a. Roadway maintenance:</b> The need for maintenance and repair of Karp Lane shall be determined by a majority vote of lot owners, unless otherwise directed by a public entity of competent jurisdiction. Vote may be taken at a meeting of the lot owners called for and held at such place and time specified in the notice. The meeting shall be held at a residence of the lot owner calling the meeting, or at any other location specified in Broadwater County, Montana. Each lot owner shall be served a copy of the notice at least 10 days before the scheduled meeting either by personal service or certified mail to such lot owner's last known mailing address. <b>The lot owner(s) shall have one vote for each lot owned and shall by majority vote (1) agree on the need for repair and maintenance, (2) the scope of repair, (3) the procedure for hiring a contractor, and (4) the amount to be paid for the repair or maintenance.</b> The lot owners agree to meet at least once a year, and further agree to maintain the road to county standards, as promulgated by the County.</p>	<p><b>Issues:</b></p> <ul style="list-style-type: none"> <li>- Only ½ road is owned by the Subdivision.</li> <li>- Covers maintenance/repair, not improvements.</li> <li>- Does not include snow removal.</li> <li>- Majority rules can be punitive owners, (see 1.c, d, e, and f).</li> <li>- Not based on usage of the road.</li> </ul> <p><b>Better to use common practices for a shared road:</b></p> <ul style="list-style-type: none"> <li>- Maintenance/Repair is based on road usage.</li> <li>- Improvement is the responsibility of owners.</li> <li>- Road Agreements could be used to include Karp Subdivision and Moldenhauer Tract-2.</li> <li>- If obligations are not fulfilled, go to court.</li> </ul> <p>Articles about common practices for shared roads:  <a href="https://providentlawyers.com/joint-owners-easement-must-share-costs-maintain-easement/">https://providentlawyers.com/joint-owners-easement-must-share-costs-maintain-easement/</a>   <a href="https://journal.firsttuesday.us/private-road-maintenance-costs/21/">https://journal.firsttuesday.us/private-road-maintenance-costs/21/</a></p>
<p><b>1.b. Noxious Weed Management Plan:</b> The lot owners agree that they will seed the embankment or berm along both sides of Karp Lane along their property line with seed or grasses approved by Broadwater County Weed District. Each lot owner further agrees to mow, or otherwise maintain, the grasses along Karp Lane. Each lot owner further <b>agrees to abate the noxious weeds on their lot, by either mowing, pulling or otherwise removing noxious weeds: or to spray</b> their lots with approved herbicide sufficient to abate weeds on their property.</p>	<p>State laws exists that cover Noxious Weed Management.</p> <p>Montana Noxious Weed laws:  <a href="https://leg.mt.gov/bills/mca/title_0070/chapter_0220/part_0210/sections_index.html">https://leg.mt.gov/bills/mca/title_0070/chapter_0220/part_0210/sections_index.html</a></p> <p><a href="#">7-22-2116 Unlawful to permit noxious weeds to propagate -- notice required in sale</a></p> <p><a href="#">7-22-2117 Violations</a></p>
<p><b>1.c. Payment:</b> Each lot owner shall <b>pay their prorated share of any expenses incurred pursuant to paragraph (a) above, within 30 days</b> of presentation of a statement, bill or invoice from the provider of the service, or the lot owner who contracted for the</p>	<p>Pertains to 1.a.</p>

<p>service. In the event that any lot owner fails or refuses to pay their prorated share within said 30 day period, any other lot owner may commence an action against the non-paying lot owner to recover the balance due, together with court costs and attorney fees.</p>	
<p><b>1.d. Lien:</b> The provider of the service or the contracting lot owner, described in paragraph (c) above, is entitled to a construction lien for the unpaid amounts due for costs incurred as provided in paragraph (a) above, by following the procedure outlined in Title 71, Chapter 3, Part 5, MCA, or other statutes authorizing such liens. Such lien may be foreclosed as a construction lien. The prevailing party in such action shall be entitled to recover costs and attorney fees.</p>	<p>Pertains to 1.a.</p>
<p><b>1.e. Waiver:</b> Each lot owner waives the right to protest the creation of a Special Improvement District or Road Improvement District for the purpose of improving or maintaining Karp Lane.</p>	<p>Pertains to 1.a.</p>
<p><b>1.f. Arbitration:</b> Any disagreement or other controversy related to this agreement shall only be settled by arbitration according to the Montana Uniform Arbitration Act (Sec. 27-5-111, et seq. MCA, as may be amended from time to time) and the rules of American Arbitration Association, with one arbitrator, and shall be enforceable in any court of competent jurisdiction.</p>	<p>Pertains to 1.a.</p>

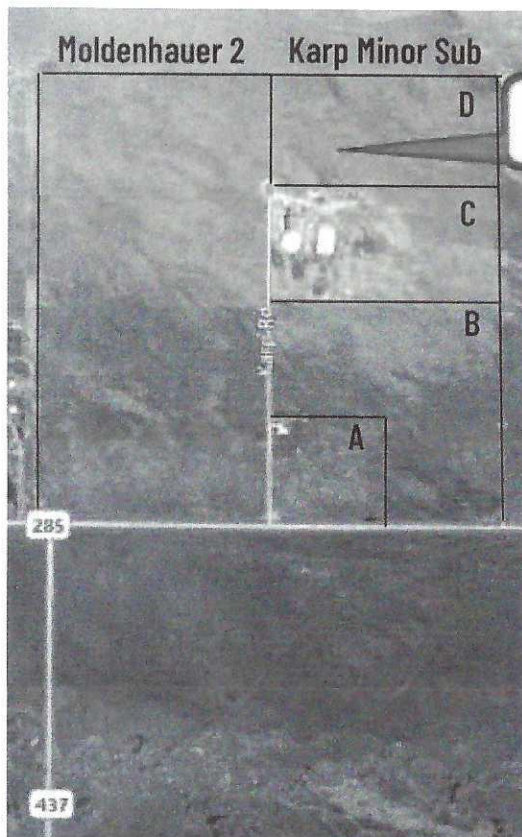
**2. Animals:** No more than the following number of the following described animals shall be kept, boarded, maintained or otherwise possessed, per 20 acre lot:

- 12 cows (not counting calves),
- 2 horses,
- 6 household pets.

Not property owner shall be permitted to operate a commercial hog or goat farm, a commercial feed lot, or a commercial chicken farm on property.

It is the responsibility of each tract owner to provide that any and **all animals kept on their property are fenced in** and/or contained within the boundaries of said property.

It is the responsibility of each owner to **provide adequate fencing of their tract to “fence out”** ie: restrict access to their property by livestock that may otherwise enter their tract from adjoining properties.



#### Issues with Animal Numbers:

- The developer clarified numbers for horses and cattle was about grazing, not penned animals that were fed with baled hay.
- When requested, the developer would not add “grazing” to text.
- Grazing is good for fuel and weed reduction, but is not a year-round strategy.
- The property is not irrigated and lots vary drastically by year and by season (see image).
- The county agent visited the new owners of Moldenhauer Tract 2 in spring of 2021 and suggested that their 80 acre lot could support from 6 – 20 cow pairs depending on conditions. That would be 2 – 5 cow pairs per 20 acres.
- If there is serious overgrazing, animals’ health would be compromised. That would fall under “cruelty to animals” laws (see below).

#### Better to use manage by current conditions:

- It would be better to manage grazing based on current conditions rather than set numbers.

Cruelty to Animals legislation:

[https://leg.mt.gov/bills/mca/title\\_0450/chapter\\_0080/part\\_0020/section\\_0110/0450-0080-0020-0110.html](https://leg.mt.gov/bills/mca/title_0450/chapter_0080/part_0020/section_0110/0450-0080-0020-0110.html)

#### Fencing:

- The properties are fenced already.
- There are already Open Range laws regarding fencing out.

Here are the laws in place regarding fencing (open range):

<https://statelaws.findlaw.com/montana-law/property-line-and-fence-laws-in-montana.html>

<https://www.thewildlifeneews.com/2013/09/13/open-range-laws-legal-and-illegal-abuse-by-livestock-interests/>

<p><b>3. Dwelling Constriction:</b> Prefabricated or modular houses having the general style of a site-built structure may be located on the property provided the placement is permanent and on a proper foundation. Construction of any structure on the property shall be completed within two years from the date of construction is commenced.</p> <p>All future grantees covenant and agree that manufactured or mobile homes may not be placed on the property unless they are factory modular homes, with width not less than 14 feet. These homes must have conventional house siding and shall not have metal or aluminum siding. These homes must be no more than 10 years old at the date of installation on this property. All exterior attachments used for moving purposes, such as tongues and hitches, shall be removed from the house within 20 days of arrival on the property.</p> <p>No multi-family dwelling shall be installed or constructed without prior written permission from the original declarants/grantors or a majority of the subsequent grantees if the original declarants are no longer in possession.</p> <p>Operating a vehicle wrecking yard is prohibited.</p>	<p><b>Reality:</b></p> <ul style="list-style-type: none"> <li>- Currently, there are only two homes in the subdivision.</li> <li>- One is a site-built structure on a foundation, so complies.</li> <li>- The other is a 14' wide mobile.</li> </ul>
<p>Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover damages, or both. Invalidation of any one of these covenants by judgement or court order shall in no way effect any other provisions which shall remain in full force and effect.</p>	<p>There has been no enforcement of the Covenants since they were formed in 1998 (23 years ago).</p>

**Conclusion:**

- All Karp Minor Subdivision owners find the current Covenants do not fit or are redundant with existing remedies available outside the Covenants.
- The Covenants may be a deterrent to future buyers, thus devaluing their property when sold.
- They all agree to revoke the Covenants formally at this time to get them off the books, to prevent future issues and misunderstanding.
- They understand that they can add covenants in the future if it makes sense.
- They respectfully request the Broadwater County Commissioners approve this action.

Thank you very much for your time!

PROTECTIVE COVENANTS (Revised 2021)

KARP MINOR SUBDIVISION  
(TRACT 1 OF THE MOLDENHAUER MINOR SUBDIVISION)

BROADWATER COUNTY, MONTANA

WHEREAS the undersigned declarants, Mark K. Parker (Tract 1-A), Dallas Casqueira and Taylor Casqueira (Tract 1-B), and Donald Messling and Carol Zirkle (Tract 1-C and D) are filing a revision of covenants to certain lands situated in Broadwater County, Montana, known as Karp Minor Subdivision, Tract 1-A, B, C, and D of Moldenhauer Minor Subdivision, with the Broadwater County, Montana Clerk and Recorder for recordation, and

WHEREAS the undersigned declarants are the owners of all the lots of said tract are eliminating all restrictions from the protective covenants dated 4-6-1998 (Restrictive Covenants in Book 44 of Micro., page 33) and desire to replace them with the following restrictions upon said lots for the use and benefit of themselves as present owners and for the future owners of the lots, and for the benefit of the general public interest and welfare.

NOW THEREFORE these covenants to be changed are made to apply to that certain tract of land situated in Tract 1 of the Moldenhauer Minor Subdivision: NE ¼ of Section 23, T 5 N, R 1 E PMM, Broadwater County, Montana, containing 80 acres, more or less. The legal descriptions for plots are:

- Tract 1-A: S23, T05 N, R01 E, C.O.S. 1-583, MOLDENHAUER MINOR SUBD. AMD. TRACT 1-A
- Tract 1-B: S23, T05 N, R01 E, C.O.S. 1-925, MOLDENHAUER MINOR SUBD. AMD. TRACT 1-B
- Tract 1-C and D: S23, T05 N, R01 E, C.O.S. 1-583, MOLDENHAUER MINOR SUBD. AMD. TRACTS 1-C & 1-D

All persons, corporations or other entities who now or hereafter acquire any interest in and to any of the above described property, shall be taken and held to agree and covenant with the owners of the lots in said tract, and with their heirs, successors, and assigns, to conform to and observe the following restrictive covenants as to the use thereof.

The following restrictive covenants are alterable only with the consent of the Board of County Commissioners of Broadwater County, Montana.

***1. Karp Road:*** Maintenance/Repair responsibility is based on road usage. Improvement is the responsibility of owners. Signed Road Agreements between Karp Minor Subdivision/Moldenhauer Tracts 1-A, B, C, and D (owners of the east half of the road) and Moldenhauer Tract-2 (owners of the west half of the road and not covered under these covenants) for large projects to include: the work to be done, who does the work, price for work, portion and timeframes for payment by each owner, when the work is to begin and how long it will last, any special considerations needed to keep the road accessible and protect individual properties, and text regarding what happens if obligations are not fulfilled (i.e, court costs, liens, waivers, and arbitration).

**2. Noxious Weed Management:** Owners to follow existing state and Broadwater County Weed District laws or regulations regarding abating noxious weeds on their lots and along their portion of Karp Road.

**3. Animals:** Owners must contain animals they are responsible for with adequate fencing or pens. Grazing is allowed based on conditions. Overgrazing is not allowed. Owners will follow Open Range laws regarding fencing animals out of their property.

Only current owners of Karp Minor Subdivision lots are allowed to enforce these covenants. Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover damages, or both. Invalidation of any one of these covenants by judgement or court order shall in no way effect any other provisions which shall remain in full force and effect.



Date this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mark K. Parker

Subscribed and sworn to before me on the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public for the State of Montana

Commission expires: \_\_\_\_\_

---

Date this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Dallas Casqueira

Subscribed and sworn to before me on the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public for the State of Montana

Commission expires: \_\_\_\_\_

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Date this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Taylor Casqueira

Subscribed and sworn to before me on the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public for the State of Montana

Commission expires: \_\_\_\_\_

Date this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Donald J. Messling

Subscribed and sworn to before me on the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public for the State of Montana

Commission expires: \_\_\_\_\_

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Date this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Carol A. Zirkle

Subscribed and sworn to before me on the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public for the State of Montana

Commission expires: \_\_\_\_\_

Date this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mike Delger (Chairman)

\_\_\_\_\_  
Darrel Folkvard (Commissioner)

\_\_\_\_\_  
Debi Randolph (Commissioner)

07/30/21  
12:17:07

BROADWATER COUNTY  
Vendor Summary Query by Date  
For checks paid between: 07/30/21 to 07/30/21

Page: 1 of 2  
Report ID: AP200S

Vendor #/Name	Amount	Last Paid Date
18210 360 OFFICE SOLUTIONS	38.14	07/30/21
19911 ACTION PRINT, INC.	192.85	07/30/21
7 AVAILITY/REAL MED	79.00	07/30/21
1936 AXON ENTERPRISE INC	85.43	07/30/21
2039 BALDY MOUNTAIN AUTO PARTS LLC	96.37	07/30/21
2339 BERG LILLY, PC	358.57	07/30/21
276 BERTS INDUSTRIAL HARDWARE	278.68	07/30/21
2325 BILLINGS CLINIC BROADWATER	5,343.25	07/30/21
225 BLACKFOOT COMMUNICATIONS INC	2,848.81	07/30/21
2348 BOBERT'S TIRES & GLASS LLC	847.50	07/30/21
16857 BOBS SUPERMARKET	273.49	07/30/21
20103 CASCADE COUNTY REGIONAL YOUTH SERVICES	7,050.00	07/30/21
1047 CENTURYLINK	1,301.30	07/30/21
1013 CENTURYLINK / BUSINESS SERVICES	333.21	07/30/21
2183 CINTAS	70.18	07/30/21
63 DAKOTA SUPPLY GROUP	428.89	07/30/21
1437 DIS TECHNOLOGIES	17,895.87	07/30/21
18867 ELKHORN VET CLINIC	22.28	07/30/21
18503 F.I.R.S.T	92.34	07/30/21
17399 FAMILY MEDICAL CLINIC, PLLC	77.00	07/30/21
238 GRAVELEY, TODD	120.00	07/30/21
1151 GREAT WEST ENGINEERING	307.60	07/30/21
2374 HATFIELD, JANIA	210.64	07/30/21
342 HEDSTROM COMPLETE AUTO REPAIR INC.	1,816.24	07/30/21
16935 J & D TRUCK REPAIR & TOWING	135.00	07/30/21
357 J-5 RECYCLING	175.00	07/30/21
2234 KARPEL SOLUTIONS	2,699.33	07/30/21
335 LEHRKINDS INC.	24.75	07/30/21
17902 MACO	261.90	07/30/21
2417 MOLDENHAUER, JESSIE	60.00	07/30/21
18475 MT BROOM & BRUSH SUPPLY	244.02	07/30/21
2420 MT DEPT OF ADMIN - SITS DIVISION	40.00	07/30/21
330 MT INTERACTIVE LLC DBA NIC MONTANA	235.41	07/30/21
91 MT STATE VETERANS CEMETERY	200.00	07/30/21
2252 NELSON, KEN	120.00	07/30/21
17736 NEWMAN TRAFFIC SIGNS INC	1,780.10	07/30/21
19633 NORTHWESTERN ENERGY	4,995.97	07/30/21
19703 POWER PLAN	157.38	07/30/21
2033 ROCKY MOUNTAIN SMALL ENGINE	1,187.40	07/30/21
19187 ROCKY MOUNTAIN SUPPLY	10,153.40	07/30/21
1356 SCHAUBER DONALD M	800.00	07/30/21
668 SCHNUR, MARY ELLEN	128.88	07/30/21
19822 STATE OF MONTANA	1,500.00	07/30/21
145 SWANSON, CORY	240.64	07/30/21
20 TOWN & RANCH TRUE VALUE	349.66	07/30/21
2409 TOWNSEND AUTO PARTS LLC	646.10	07/30/21
16827 TRACTOR & EQUIPMENT CO.	191.80	07/30/21
1921 TREASURE STATE SOLUTIONS INC	332.23	07/30/21
1131 TYLER TECHNOLOGIES INC	70.00	07/30/21
729 VIGILANTE ELECTRIC COOPERATIVE, INC	83.54	07/30/21
17086 WERTZ, WILLIAM	120.00	07/30/21
1273 WEX BANK	6,140.08	07/30/21

07/30/21  
12:17:07

BROADWATER COUNTY  
Vendor Summary Query by Date  
For checks paid between: 07/30/21 to 07/30/21

Page: 2 of 2  
Report ID: AP200S

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Vendor #/Name	Amount	Last Paid Date
18955 YELLOWSTONE BANK	4,685.45	07/30/21
239 ZIPPERIAN, MARK	120.00	07/30/21
<b>Grand Total:</b>	<b>78,045.68</b>	

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BROADWATER COUNTY  
 Vendor Summary Query by Date  
 For claims processed from: 7/21 to 7/21

Vendor #/Name	Amount	Last Paid Date
2288 ANSETH, BECKY	139.20	07/30/21
2317 ARCHIVESOCIAL	2,388.00	07/30/21
2287 BRENDEN, WENDY	93.60	07/30/21
1013 CENTURYLINK / BUSINESS SERVICES	332.97	07/30/21
2272 CIVIPLUS	5,800.00	07/30/21
417 CONNECT TELEPHONE & COMPUTER GROUP	400.00	07/30/21
2081 CORRECTIONAL RISK SERVICES INC	2,019.79	07/30/21
1437 DIS TECHNOLOGIES	3,258.62	07/30/21
2425 EL WENCHO	1,500.00	07/30/21
2424 ELIEL, JOAN	400.00	07/30/21
2423 ERICKSON, JESSICA	3,000.00	07/30/21
19966 FRANKS, MELISSA	26.35	07/30/21
84 HAHN RANCH TRUCKING CO.	200.00	07/30/21
2426 HAMBURG, SARAH	800.00	07/30/21
2427 HUSSEY, RANDY	400.00	07/30/21
315 KOSTO, ALLISON	129.99	07/30/21
2028 LANAGHAN, LACEY	318.40	07/30/21
20294 LANE & ASSOCIATES INC	225.00	07/30/21
2421 LEXIPOL	2,016.00	07/30/21
17902 MACO	6,759.00	07/30/21
17604 MACO PCT	230,755.40	07/30/21
2428 MONTANA INFLATABLES	999.00	07/30/21
2285 MONTANA STATE FUND	206.89	07/30/21
18978 MSU EXTENSION SERVICE	2,840.74	07/30/21
19110 MT DEPT OF JUSTICE	4,644.73	07/30/21
1293 MYERS, LEONARD M	390.52	07/30/21
2422 NASH, SCOTT	836.00	07/30/21
20323 NICO ELECTRONIC SYSTEMS INC.	759.00	07/30/21
2 NORTHWEST INSURANCE GROUP, INC.	5,540.00	07/30/21
18573 PURCHASE POWER	500.00	07/30/21
20188 SCHINDLER ELEVATOR CORPORATION	2,933.46	07/30/21
2328 SECURE WARRANT	2,000.00	07/30/21
2429 SEVERSON PRODUCTIONS	2,250.00	07/30/21
2364 SHAEFFER, MELINDA	9.52	07/30/21
19875 SILOS BOAT LOFT & STORAGE INC	600.00	07/30/21
2430 STEELE, TY HENRY	150.00	07/30/21
1131 TYLER TECHNOLOGIES INC	10,165.49	07/30/21
1662 U.S. BANK	2,623.94	07/30/21
2088 VOLTATIC SOLUTIONS, LLC	512.50	07/30/21
1355 WESTAFF	1,250.00	07/30/21
<b>Grand Total:</b>	<b>300,174.11</b>	