

BROADWATER COUNTY COMMISSIONERS

515 Broadway, Townsend

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

No Meeting on September 5, 2022 due to the Labor Day holiday. Commission meeting will be on September 7, 2022 at 10am at the Flynn Building

Meetings may be viewed on the website at <https://www.broadwatercountymt.com/home/pages/board-videos>. Public comment is taken either in writing in advance of the meeting or in person at the meeting.

Public comment is not taken by the website. Working meetings are held in various locations, please review the notice of the working meeting to determine the location. Working meetings are not recorded and as a result are not available on the website.

Agenda, documents, official meeting minutes and videos of past Commission meetings are available at <https://www.broadwatercountymt.com>.

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

August 29, 2022

- 10:00 AM Discussion and Decision, Contract Number 2023-004-007 between Rocky Mountain Area IV Agency on Aging and Broadwater County Health Department for Provision of in-home care services to the elderly**
- 10:05 AM Discussion and Decision, Canyon Ferry Airport Lease Agreement Form for Dwight Thompson**
- 10:10 AM Discussion and Decision, Jania Hatfield, Deputy County Attorney, Resolution for Special Deputy Attorney**
- 10:30 AM Public Hearing, Budget Amendment Public Hearing**
- 10:40 AM Discussion and Decision, Debbie Kelley, Finance Officer, Budget Amendment**
- 10:45 AM Discussion and Decision, Nichole Brown, Director of Community Development and Planning, Greenway Subsequent Minor Subdivision**
- 12:00PM Dedication of the Flynn Building, Public is invited**

Public comment period (on items not on the agenda) 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.

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

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

Debi Randolph 406-266-9270 and 406-980-2050

Darrel Folkvord Chairperson 406-266-9272 and 406-980-1213

Mike Delger 406-266-9271 and 406-521-0834

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

Rocky July 1, 2022
BRDWTR-2023-CON

CONTRACT NUMBER: 2023-004-007

BETWEEN

ROCKY MOUNTAIN AREA IV AGENCY ON AGING

AND

BROADWATER COUNTY HEALTH DEPARTMENT

FOR

**PROVISION OF IN-HOME CARE SERVICES
TO THE ELDERLY**

EFFECTIVE DATE: JULY 1, 2022 THROUGH JUNE 30, 2023

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OLDER AMERICANS ACT CONTRACT
WITH THE
ROCKY MOUNTAIN AREA IV AGENCY ON AGING

CONTRACT NUMBER
2023-004-007

THIS CONTRACT, is entered into by and between the Rocky Mountain Development Council, Inc., Area IV Agency on Aging, (hereinafter referred to as the "Rocky") and Broadwater County Health Department (hereinafter referred to as the "Contractor") and whose nine (9) digit Federal ID Number is 81-6001337.

WITNESSETH THAT, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

SECTION 1: PURPOSE/ SCOPE OF WORK

The purpose of this contract is:

- A. The development and maintenance of a comprehensive and coordinated service delivery system for the provision of supportive, nutrition, information, caregiver and advocacy services to older individuals in accordance with the Older Americans Act and the approved Area Plan.
- B. To provide services for maximum dignity and independence for older Montanans, especially those with the greatest social and economic needs, those residing in rural areas and those that are homebound.
- C. The Contractor will perform the Services in accordance with all the provisions of the Contract, which consists of the following documents:
 - a. Contract (this instrument)
 - b. Attachment D – Scope of Work

SECTION 2: EFFECTIVE DATE AND DURATION

The Contractor shall commence performance of this contract on July 1, 2022 and shall complete performance to the satisfaction of Rocky no later than June 30, 2023.

For the purpose of completing the necessary payments and administrative responsibilities under this contract, the duration of the contract shall extend to July 15, 2023 but in no event will Rocky pay for services provided after June 30, 2023.

SECTION 3: SERVICES TO BE PROVIDED

- A. That all actions contemplated under this contract are in keeping with the direction and content of Rocky's complete and approved Area Plan and its references to the Older Americans Act and applicable state and federal law.
- B. To establish the appropriate mechanisms and procedures to fulfill the requirements as listed in the Older Americans Act of 1965 as amended and related Provisions of Law, relative to the Area Plan and related Area Agency and Service Provider responsibilities.
- C. That a complete description of the services to be provided, methods used to provide said services, and the number of units of the services to be provided are listed in Attachment A of this contract and hereby included by this reference.

SECTION 4: CONSIDERATION

- A. In consideration of the services to be provided under Section 1 of this contract, Rocky agrees to pay the Contractor:
 - 1. An amount not to exceed \$ 18,763.00.

2. In accordance with the Budgets, Part C of this section.
3. An advance equal to 1/12 of Rocky's obligation within 10 days of receipt of funds from the state of Montana, if the required reporting has been received by Rocky.

B. The Contractor agrees to:

1. Submit on or before the 10th day of each month, financial reports in a format authorized by the State Office on Aging and any requested supporting documentation for expense reimbursement for services provided under this contract. Separately bill for each budget category listed in Part C of this section.
2. Not incur expenses in excess of any budget category listed in Part C of this section except by written amendment to this contract.
3. Provide \$ **350** in matching funds, either cash or In Kind as outlined in Attachment B "Certificate of Match" of this contract and hereby included by this reference.
4. Pay travel expenses for staff and other personnel in accordance with State of Montana policy and amounts not to exceed State of Montana rates unless written approval is given by Rocky for use of alternate methods or rates.
5. Account for and report all Program Income. Report all contributions or project income in the month and/or contract year in which it was received.
6. To manage the program operations for each service being provided under this contract so as to insure a continuum of each service throughout the entire twelve (12) month term of this contract.
7. To maintain adequate Insurance coverage so as to facilitate replacement of assets used by the service programs in the advent of fire, theft or other cause of loss, as well as adequate general liability and product liability coverage. Adequate shall be determined by mutual agreement of Rocky and the Contractor unless otherwise stated within this contract. (See Section 18)
8. Provide Rocky a copy of the contractors written policies for each service being offered concerning eligibility to receive services and screening tool or other method used by contractor's staff to determine amount of service to be provided or denied the client. After initial submission, this is only necessary after modifications have been made.
9. A copy of the official written minutes of regular or special meetings of the contractor's governing board shall be made available within 30 days of the date of such request.

C. BUDGETS

Aging Social Services Budget:

The total amount of Federal, State and Agency funds to be expended under this contract for Aging Social Services is **\$19,113.00**. The breakdown by line item categories and identification of resources by services to be provided is included in Attachment C of this contract and hereby included by this reference.

D. REPORTS

The Contractor Agrees:

1. To provide Rocky with monthly financial and program reports in a format authorized by the State Office on Aging and/or other reports as may be required by Rocky. Such reports are to be completed and submitted to Rocky so as to be received no later than the 10th day of the month following the month to be reported.
2. To provide separate Contractor Financial and monthly program reports to Rocky for each budget listed in Part C of this section.

3. That such reports shall contain at a minimum the expenditures by budget line item, revenues by line item, and the number of units and type of service currently being provided, as established in Attachments A, B and C to this contract.

Further, the contractor's reports shall be subject to audit and adjustment, either before or after Rocky makes payment of any amount under this contract, as Rocky, in its discretion, has indicated in Attachment C to this contract.

4. To provide Rocky with a final Contractor Financial Report and Program report for Attachments A, B and C within fifteen (15) days of completion or termination of this contract.
5. To provide Rocky with monthly CAPSTONE reports and filled-in CAPSTONE intake forms for all new clients. All CAPSTONE reports must be reconciled to the monthly financial reports to reflect the same number of service units within a 10% margin. CAPSTONE reports must be received by Rocky on the 5th day of the following month.
6. Contractor must submit, on or before the 10th day of each month, financial reports in a format authorized by the State Office on Aging. The reports may be submitted by mail or email. Additionally, the Contractor must submit, on or before the 5th day of each month, client and units of service (program) data for each provided service utilizing the Montana Aging Services Tracking System (CAPSTONE). Failure to submit either financial or program reports on a timely basis will result in withholding of payments until the required reports are received.

E. SOURCE OF FUNDING

The sources of the funding for this contract are Catalogue of Federal Domestic Assistance (CFDA) No.: 93.052 (Part E, NFCSP) and state program funds. Federal funds were awarded 10/01/2018 from the U.S. Department of Health and Human Services to the Montana Department of Public Health and Human Services (DPHHS). DPHHS awarded funds to the Rocky Area IV on Aging under Contract # 20-221-13004-0 FY2023

SECTION 5: TRANSFER OF FUNDS - BETWEEN PROGRAMS OF SERVICE

No transfer of monies may be made between or among any of the programs of service covered by this contract and described in the Budget without a written amendment as specified in Section 31 of this contract.

SECTION 6: NOTICE

Any notices under this agreement must be in writing and submitted to the parties hereto.

SECTION 7: LIAISON

Heather Nicholson will be the liaison for Rocky.

Margaret Ruckey will be the liaison for the Contractor.

These representatives of the parties will be the first contacts regarding any questions and problems which arise in implementing this contract.

SECTION 8 TRAINING

The Contractor agrees that its staff will participate in training as required by Rocky or as mutually agreed upon by both parties, and/or submit schedules of training provided by the Contractor which insures competence of staff in current methods and procedures. Training will address needs identified by Rocky Area IV and Montana Department of Public Health and Human Services, Office on Aging.

SECTION 9: NONDISCRIMINATION

Pursuant to sections 49-2-303 and 49-3-207, Montana Code Annotated and the federal civil rights acts, no part of this contract shall be performed in a manner which illegally discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin by the persons performing the contract. Any hiring shall be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

SECTION 10: DUPLICATION OF COST

The Contractor represents and certifies that any charges contemplated and included in its estimate of cost for performances are not duplicative of any charges against any other government contract, sub-contract, or other government source.

SECTION 11: POLITICAL ACTIVITIES

- A. The Contractor agrees that expenditures of funds under terms and conditions set forth in this contract shall:
1. Not be used for any political activities by the Contractor, and/or employees or representatives of the Contractor.
 2. Not be used for any activity by the Contractor, and/or employees or representatives of the Contractor to provide voters and prospective voters with transportation to the polls, or provide similar assistance in connection with an election or any voter registration activity.
 3. May be used for advocacy for the elderly within the community by monitoring, evaluating, and commenting upon policies, programs, hearings, levies and community actions affecting the elderly.
- B. The Contractor shall cooperate with any investigation undertaken regarding the expenditure of funds for political activities.

SECTION 12: OWNERSHIP AND PUBLICATION OF MATERIALS

Rocky, State Office on Aging and the U.S. Department of Health and Human Services shall have a royalty free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use for agency purposes any material developed under this contract. All data, diagrams, drafts and other type of printed material developed under this agreement are the property of Rocky and the State of Montana.

SECTION 13: LIMITATION ON USE OF FUNDS FOR CONSTRUCTION

Funds available under this contract may not be used for the purchase or improvement of land, or the purchase, construction or permanent improvement of any building or other facility.

SECTION 14: CONFIDENTIALITY

- A. Personal Information
1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information Rocky provides to the Contractor or which the Contractor acquires on behalf of the Rocky in the performance of this Contract which contains the personal information of any person.
 2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Rocky's request, the Contractor will allow the Rocky to review and approve any specific security standards and procedures of the Contractor.
- B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information
1. Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Rocky in detail and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Rocky with written notice within five work days of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide the Rocky with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Rocky, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other information obtained through the Rocky, its agents and contractors, unless the Contractor does so:

1. in conformity with governing legal authorities and policies;
2. with the permission of the persons or entities to whom or which the information pertains; and
3. with the review and approval by the Rocky prior to use, publication or release.

- F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Rocky in relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Rocky has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 15: CLIENT GRIEVANCE PROCEDURE

The contractor must establish a grievance procedure for clients. The Contractor will advise clients of the right to present grievances and will assist them, as may be necessary, in utilizing the grievance procedure. If the outcome of the grievance procedure is averse to a claimant the Contractor will notify him/her of his/her right to appeal. The Department of Public Health & Human Services, Quality Assurance Division will supply the appeal mechanism through its regular fair hearing process. If an appeal is filed by claimant, the Contractor agrees to appear, participate and be bound by the outcome.

SECTION 16: COMPLIANCE WITH APPLICABLE LAWS, RULES AND POLICIES

- A. Contractor will comply with all applicable federal or state laws, regulations, and policies of the State Office on Aging and Rocky provided to the contractor, in performing this contract.
- B. Contractor will comply with the Drug-free Workplace Act of 1988 by adopting specific policies regarding the illegal possession and use of controlled substances.
- C. The contractor certifies that:
 1. The contractor and the contractor's principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. The clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction" will be included without modification in all lower tier covered transactions and in all solicitations for lower tier transaction.

SECTION 17: INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Rocky and from all damages, losses, or expenses, including attorney's fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property, other than the work itself. This indemnification shall extend to claims resulting from performance of the Contractor and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of Contractor or any of its agents, employees, or subcontractors. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by a party to be indemnified.

SECTION 18: INSURANCE

The contractor shall be covered and shall provide Rocky with certificates verifying coverage for the following: Insurance Carrier: Must be rated at least "A-" by A.M. Best Company or acceptable State Fund for Workers Compensation.

Workers Compensation: Copy of Contractors Exemption, if applicable and proof of Workers Compensation Insurance. ROCKY may withhold a percentage to cover costs if proof of coverage is not provided.

Workers Compensation-Statutory

Employers Liability Limits- \$1,000,000 Each Accident
 \$1,000,000 Disease- Policy Limit
 \$1,000,000 Disease- Each Employee

Commercial General Liability Insurance: Including Premise & Operations, Personal & Advertising Injury, Blanket Contractual (no restrictive endorsements such as CG 2139, CG 2426, CG 2294) and Products & Completed Operations. Limits: \$1,000,000 Each Occurrence; \$2,000,000 Products/Completed Operations Aggregate; \$2,000,000 General Aggregate

Rocky, Inc. shall be named as a Primary Additional Insured. The policy will provide an endorsement to provide coverage for Rocky as an additional insured including Completed Operations Liability. The use of the ISO CG 2010 11/85 or its equivalent or a combination of CG 2010 & CG 2037 10/01 is acceptable. If the additional insured endorsement does not accompany the certificate of insurance, the certificate of insurance must list the form numbers/edition dates for the Additional Insured Endorsement being used and the actual endorsement must be mailed when received. The Additional Insured Endorsement including Products and Completed Operations is required to be maintained for 2 Years upon completion of the project by the owner.

Waiver of Subrogation in favor of Owner/General Contractor is required. Per Project Aggregate Endorsement is required.

Automobile Liability:

Limits: Owned Autos \$1,000,000 Each Accident
Hired/Non-Owned Autos \$1,000,000 Each Accident

Excess/Umbrella Liability:

Limit: \$1,000,000 Each Occurrence/Aggregate

Rocky, Inc. shall be named as a Primary Additional Insured. The policy will provide an endorsement to provide coverage for Rocky, Inc. as an additional insured including Completed Operations Liability. The use of the ISO CG 2010 11/85 or its equivalent or a combination of CG 2010 & CG 2037 10/01 is acceptable. If the additional insured endorsement does not accompany the certificate of insurance, the certificate of insurance must list the form numbers/edition dates for the Additional Insured Endorsement being used and the actual endorsement must be mailed when received. The Additional Insured Endorsement including Products and Completed Operations is required to be maintained for 2 Years upon completion of the project by the owner.

Cancellation Notice: Minimum of 30 days on Certificate of Insurance

SECTION 19: ASSIGNMENT TRANSFER AND SUB-CONTRACTING

The Contractor agrees not to enter into sub-contracts for any of the work contemplated under this contract without prior written approval of Rocky. The Contractor further agrees not to assign or transfer any work contemplated under this contract.

SECTION 20: CONFLICTS OF INTEREST

- A. The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. Rocky may grant exceptions to this prohibition where it determines the circumstances warrant the granting of an exception.

SECTION 21: RECOVERY OF IMPROPER OR ERRONEOUS PAYMENTS

- A. Rocky shall be entitled to recover all payments erroneously or improperly made to the contractor. The contractor is responsible to refund the full amount of any erroneous or improper payment within 30 days of written demand by Rocky.
- B. If the contractor fails to repay Rocky within 30 days, the amount owed to Rocky may be automatically deducted from any future payments to the contractor. Any erroneous or improper payment received by the contractor shall constitute a debt to Rocky and may be recovered by Rocky by any means provided by law or this contract.
- C. The contractor must notify Rocky immediately if the contractor believes it has received an overpayment or other erroneous or improper payment and shall promptly return the full amount of the improper or erroneous payment to Rocky.

SECTION 22: FINANCIAL RECORDS & AUDIT

The Contractor must maintain a system of accounting procedures and practices enough for the Rocky to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles. The financial records must adequately identify the source and applications of funds for the contract supported activities including contract payments, obligations, unobligated balances, assets, liabilities, outlays, other funding sources and income. The financial system must insure effective control and accountability for contract funds and property obtained with contract funds. Generally accepted accounting principles must be used to record and report all costs.

Furthermore, a contractor who is a recipient of federal funding may be subject to audit requirements stipulated in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200.501.

SECTION 23: EQUIPMENT PURCHASES

Funds available under this contract, may not be used to purchase equipment acquired at a cost of \$5,000 or greater.

SECTION 24: TERMINATION

- A. The Contractor understands and agrees that Rocky is dependent upon federal and state appropriations for its funding, and that action by Congress or the Montana Legislature may preclude funding this agreement through the completion date stated in section 2. Should any such a contingency occur, the parties agree that Rocky may set a new completion date or terminate the contract immediately, depending upon the funding remaining available for this agreement, and that contractor will be compensated for services rendered and expenses incurred as of 5:00 P.M. of the revised completion date.
- B. This contract may be terminated at any time by the mutual written agreement of the parties.

- C. If the Contractor fails to provide services called for by this contract, or to provide such services within the time specified herein or any extension thereof, Rocky may, by written notice of default to the Contractor, terminate the whole or any part of this contract immediately upon written notice.
- D. Rocky may, upon finding that the Contractor is not in compliance with any law or regulation, or applicable licensure and certification requirement, or other portion of this contract terminate this contract immediately upon written notice to the contractor.
- E. The above remedies are in addition to any other remedies provided by law or the terms of this contract.
- F. Upon contract termination or the non-renewal of this contract, the Contractor will allow Rocky, its agents and representatives full access to Contractors facilities and records for the purpose of arranging the orderly transfer of the contracted activities.

SECTION 25: ACCURACY OF FINANCIAL DATA AND COST REPORTS

The Contractor agrees that all financial statements and cost reports shall be certified as true, accurate and complete to the best of the Contractor's knowledge and belief and claims shall be certified as true, accurate, and complete. The Contractor shall not submit for reimbursement purposes any items which it knows or has reason to know are not properly reimbursable under any federal or state law or regulations. The Contractor understands that payment and satisfaction of any and all claims will be from federal as well as state funds, and that any false claims, statements, cost reports or documents may result in prosecution under the appropriate federal and/or state law. Subrecipient will comply with federal regulation 2 CFR Part 200 Subpart E-Cost Principles. Additional supporting documentation may be requested by Rocky at any time to validate any expenditures related to this sub award.

SECTION 26: AUDIT AND RETENTION OF RECORDS

A. Additional Audit:

The State of Montana, Montana State Office on Aging, Rocky, U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right of access to any books, documents, papers and records of the Contractor which are pertinent to the services provided under this contract, for purposes of verifying cost or pricing data submitted in conjunction with the negotiation of this contract or any amendments thereto. If during monitoring, the subrecipient is out of compliance, additional reporting and repayment of unallowable expenses could occur.

The Contractor's accounting procedures and practices shall conform to generally accepted accounting principles.

B. Retention of Records:

1. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after the completion date of Rocky's master contract with DPHHS, which is 06/30/2034. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.
2. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
3. The Contractor must provide the Rocky and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 27: INDEPENDENT CONTRACTOR STATUS; WORKERS' COMPENSATION

- A. The parties intend that the relation created by this contract is that of employer-independent contractor. No agent, employee, or servant of the Contractor is or shall be deemed to be the employee, agent or servant of Rocky. The contractor will be solely and entirely responsible for the acts of its employees, and subcontractors during the performance of this contract. No benefits provided by Rocky to its employees, including, but not limited to,

unemployment and workers' compensation insurance will be provided by Rocky to the Contractors employees, agents or servants.

- B. The Contractor further agrees that in accordance with 39-71-401 and 39-71-405, MCA, he is solely responsible for the workers compensation coverage for his employees or, if he is entering into this contract as a sole proprietor or a member of partnership, himself. Workers Compensation coverage is not required where the Contractor, who is a sole proprietor or a member of a partnership, has received from the Worker's Compensation Division a written exemption from the requirements of 39-71-401, MCA. The Contractor agrees to provide Rocky with proof of workers compensation coverage or an approved independent contractor's exemption from the Montana Workers' Compensation Division prior to commencement of performance.

SECTION 28: VENUE

The parties agree that in the event of litigation concerning this contract, venue shall be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.

SECTION 29: RESOLUTION OF CONTRACT DISPUTE

The parties agree that any dispute arising under this contract which is not disposed of by negotiation and agreement shall be decided by the Rocky, Inc. board of directors, or its designee, who shall commit his decision to writing and furnish a copy to the Contractor. If litigation arises out of the contract, each party shall pay its own attorney fees and costs. Pending final resolution of such dispute, whether by the director or the judicial process, the Contractor agrees to continue performance under this contract unless Rocky requests the Contractor to discontinue such performance.

SECTION 30: SPECIAL CONTRACTOR ASSURANCES

The following are special assurances regarding service delivery which are required to be in all contracts containing funding from the Older Americans Act. The contractor agrees that it will:

- A. Specify how (identify & target for services) the contractor (provider of the service) intends to satisfy the needs of low-income minority individuals in the area served;
- B. Attempt to serve low-income minority individuals at least in the proportion that they are represented in the total population in the area served.
- C. Provide outreach as required by the Older Americans Act to identify older persons and inform them of the availability of services.
- D. The functions, responsibilities and activities of the contractor in implementing the Older Americans Act and the area plan are included but not limited to those mentioned in this document.

SECTION 31: SEVERABILITY

It is understood and agreed by the parties hereto that if any term or provision of this contract is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

SECTION 32: MODIFICATIONS AND PREVIOUS AGREEMENTS

The instrument contains the entire contract between the parties and no statements, promises, or inducements made by either party or agents of either party that are not contained in this contract, shall be valid or binding. This contract may not be enlarged, modified, or altered except by written amendment. The information needed to make any final contract modifications must be submitted to Rocky at least thirty (30) days prior to the end of the contract period unless the Contractor receives prior written approval from Rocky.

SECTION 33: EXECUTION

This contract consists of a Cover page, a Table of Contents page followed by pages 2 through 11 and Attachments A, B, and C. The original will be retained by Rocky. A copy of the original has the same force and effect for all purposes as the original.

To express the parties' intent to be bound by the terms of this agreement, they have executed this contract on the dates set below.

ROCKY MOUNTAIN DEVELOPMENT COUNCIL, INC. / AREA IV AGENCY ON AGING

BY: _____ Date _____
Lori Ladas, Executive Director, Rocky Mountain Development Council, Inc.

CONTRACTOR: BROADWATER COUNTY HEALTH DEPARTMENT

BY: _____ Date _____
Broadwater County Commissioner

July 1, 2022
BRDWTR-2023-CON

Contract No. 2023-004-007 Preparation Date: August 16, 2022

ATTACHMENT A

AGING SOCIAL SERVICES:

The Contractor will provide services to the elderly in their established service area. Emphasis will be placed on providing services to the elderly with the greatest economic and social need. The services to be provided include the following:

Home Maker Services: 1850 units will be provided to 20-25 senior citizens. A unit of service is one hour (DPHHS-Aging 102-2).

Respite/ Caregiver Services: 170 units will be provided to 2-5 senior citizens. A unit of service is one hour (DPHHS-Aging 102-2).

Skilled Nursing Services: 200 units will be provided to 10 senior citizens. A unit of service is one hour (DPHHS-Aging 102-2).

ATTACHMENT B
Contract No. 2023-004-007

CERTIFICATION OF MATCH

_____ Original
_____ Revised

Date: August 16, 2022

Project: Broadwater County Home Maker Services

1. Name of Contributor: Broadwater County Health Department
Budget Year: July 2022 – June 2023

2. Source of Cash Contributions:

X County funds: \$ 350

3. Type of In-Kind Contribution: (check one)

___ Personal Services: hours _____ amount _____.
___ Space, Area: Sq. Ft. _____ rate _____ amount _____.
___ Equipment: _____ material _____ other, specify: _____.

a. Description of In-Kind Contribution: Supervisory time by county health nurse

b. Dollar Valuation of In-Kind Contribution: \$ -0-

4. Certification:

I hereby certify that the contribution herein reported has not and will not be paid from any federal funds and further that said contributions has not and will not be used as matching for any other federally funded program. Included in contract by reference: Section 4-B3

BROADWATER COUNTY HEALTH FY 23				
ATTACHMENT C				
EXPENDITURE CATEGORY	RESPITE/ CAREGIVER	SKILLED NURSING	HOMEMAKER	TOTALS
Personnel & Fringe	1200	2400	13713	
Supplies		200		
Communications		75		
Utilities				
Repairs & Maintenance				
Travel & Training	200	325	1000	
Building Space				
Insurance				
Equipment				
Contracted Services				
Other:				
TOTAL EXPENDITURES:	1,400	3,000	14,713	19,113
SOURCES OF FUNDING:				
IIB				
IID				
IIE	1050			
State GF		3000	14713	
Carryover IIE				
TOTAL FED/STATE FUNDING:	1,050	3,000	14,713	18,763
LOCAL MATCH:				
CASH	350	0	0	
IN-KIND				
TOTAL MATCHING FUNDS:	350	0	0	350
PROJECT INCOME NON-MATCH:				
OTHER RESOURCES:	0	0	0	
TOTAL REVENUES	1,400	3,000	14,713	19,113

SCOPE OF WORK

The functions, responsibilities and activities of the Contractor in implementing the Older Americans Act include but is not limited, to those mentioned in this attachment. The programs of services to be delivered by the provider are the following:

The following assurances are required by the Contractor:

- A) The service provider specifies how the provider intends to satisfy the needs of older individuals with greatest economic need, including low-income minority older individuals, older individuals with limited English proficiency, older individuals residing in rural areas; older individuals with greatest social need; and older individuals at risk for institutional placement; and
- B) The service provider attempts to serve low-income minority individuals, older individuals that are homebound and older individuals residing in rural areas at least in the proportion that they represent the total population in the area served.

Aging Supportive Services:

The Contractor will contract with service providers in their Planning and Service Area for the provision of services to those age 60 and older, with the greatest economic and social need. The services and units may include:

- a) Congregate Meals – A unit of service is one (1) meal
- b) Disease Prevention and Health Promotion Services – A unit of service is one (1) hour
- c) Homemaker – A unit of service is one (1) hour
- d) Home Chore – Unit of service is one (1) hour
- e) Home Delivered Meal – Unit of service is one (1) meal
- f) Information and Assistance – A unit of service is one (1) contact
- g) Legal Services – A unit of service is one (1) hour of legal advice, consultation by an attorney or other person acting under the supervision of an attorney (either paid or pro bono).
- h) Nutrition Education – A unit of service is one (1) training program
- i) Outreach – A unit of service is one (1) individual contact made outside the office
- j) Personal care – A unit of service is one (1) hour
- k) Respite Care – A unit of service is one (1) hour
- l) Senior Center – A unit of service is one (1) visit per day
- m) Senior Companion – A unit of service is one (1) hour
- n) Skilled Nursing Services – A unit of service is one (1) hour
- o) Transportation – A unit of service is one (1) one-way trip
- p) Transportation (Assisted) – A unit of service is one (1) one-way trip, assistance includes escorting who has difficulties using regular vehicular transportation (physical or cognitive)

Request for Proposal Notice is hereby given that Broadwater County Commissioners are requesting proposals for the design, supply and construction of a pre-engineered metal building canopy located at the Broadwater County fairgrounds, 189 US Hwy 12E.

Design/install criteria: Meet all current IBC codes for this location
Pre-Engineered Metal Building Canopy to cover 80' X 100'
25', +/- 6" bay spacing. No X Bracing in bays, must have clear pass through
16', +/- 6" open sidewall height 360 degrees
Low slope roof not to exceed 2.5"/12"
Metal roofing gauge no smaller than 26 ga pre-finished
All steel members to be fully primed ready for paint
All footings and foundations included in the design and construction proposal
Miscellaneous cleanup and disturbed area grading to be included in proposal
No doors required
No insulation required
No utilities to be installed

Ground work and foundation to be completed prior to building arrival. It shall be the responsibility of the successful proposer to obtain all licenses and permits, as required, to complete this project at no additional cost to the County. Completion date no later than July 1, 2023.

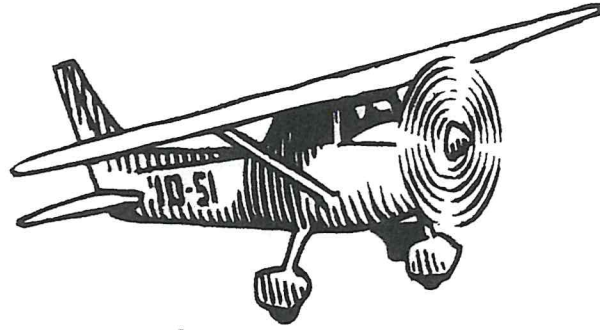
Award will be for a single General Contract which includes all work. Broadwater County Commissioners require the selected contractor to provide 100% performance and payment bonds and contractor must provide/meet all insurance requirements specific to Broadwater County requirements to include builder's risk to include full cost of building replacement. Contractor must carry a minimum of \$1 million in general liability insurance. The Contractor's insurance coverage shall name Broadwater County as additional insured under Commercial General Liability, Automobile, and Excess or Umbrella policies. Contractor shall comply with all Fair Labor Practices of the State of Montana. The Contractor and his/her subcontractors shall comply with the Montana Contractor's law and shall have a Certificate of Registration from the State of Montana, Department of Labor and Industry, Employment Relations Division.

Contractor must comply with all current "Montana Prevailing Wage" for Building Construction determinations to include providing certified payroll for each labor class anticipated in the completion of the project. All Montana Prevailing Wage Rates are available on the internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543. Full text for rates and compliance can be found on the State of Montana Department of Labor website:

<https://erd.dli.mt.gov/docs/labor-standards/Prevailing-Wage/BC-Final-2022-Amended-Insulation-Worker.pdf>, or by contacting the Department of Labor & Industry at (406) 444-6543

Advertisement dates: 8/19/22, 8/26/22, 9/2/22
Proposal due Date: September 6th, 2022 5:00 pm MST
Proposal Open Date: September 7th, 2022 10:15 am MST

This is a turn-key proposal request, all components of the design and install of a complete building package must be included in the proposal. Costs related to the preparation of a response to this



CANYON FERRY AIRPORT

LEASE AGREEMENT FORM

OCTOBER 2007

Canyon Ferry Airport Lease Agreement

This lease agreement, made and entered into this 1st day of Aug, 2002, shall be by and between the City/County Airport Board of Broadwater County, Montana, hereinafter referred to as "Lessor" and Dwight Thompson, hereinafter referred to as "Lessee".

Recitals

1. The City/County Airport Board operates the Canyon Ferry Airport, in the County of Broadwater, Montana, which shall hereinafter be referred to as "the airport".
2. Lessee desires to engage in certain commercial/non-commercial (*strike that which is not relevant*) aviation or aeronautical related activities and proposes to lease a parcel of land described herein.
3. The Rules and Regulations and Minimum Standards for the Canyon Ferry airport now in existence and any such regulations or amendments adopted in the future are hereby incorporated and made part of this agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

130 Silo; R

Item 1. Description of the premises. Lessor hereby leases to Lessee and Lessee lets from Lessor for Lessee's exclusive use, that certain parcel of real property specifically described as Lot # 2, which is 2000 sq. ft.. at Canyon Ferry Airport. (Canyon Ferry Airport charges the lease rate based on the square foot size of the lot.)

TW08N/
Rang 01E/
SC 26

Item 2. Construction of Improvements. Lessee may construct a hangar building on the above-described parcel pursuant to plans which shall be as specifically approved by the appropriate governing bodies and upon successful application for such approval to the Airport Board. Any such improvement shall comply with all applicable building codes, permits, and other county or state requirements. The building set back requirements may be approved on application by the Lessee to the Airport Board for parcels situate at Canyon Ferry airport. Failure to complete the structure to the satisfaction of the Airport Board within 180 calendar days following the date of the beginning of construction shall constitute a default. The 180 calendar day term may be extended upon application to and approval by the Airport Board. Lessee agrees to return the leased premises to their original condition or an acceptable condition as determined by the Airport Board in the event of default under this section within ninety (90) calendar days of notice of default and subsequent cancellation of this lease. If Lessee fails to return the leased premises to their original condition in the opinion of the Airport Board, or an acceptable condition as determined by the Airport Board, then ownership of any improvement made or constructed by Lessee shall revert to Lessor. Any and all costs necessary to return the premises to its original condition or an acceptable

condition as determined by the Airport Board shall be the sole and entire responsibility of the Lessee.

Item 3. Use of Airport. Lessee is granted the use of the Canyon Ferry airport for aviation or aeronautical related activities and purposes, in common with others similarly authorized, together with all facilities, equipment, improvements and services which have been or may hereafter be provided at or in connection with the airport from time to time, including but not limited to, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, sewage and water facilities, and all other conveniences for flying, landings and takeoffs. During the term of this lease or any renewal hereof Lessee shall have at all times free and full right of ingress to and egress from the premises and facilities described herein for itself, its guests and other invitees subject to all applicable federal, state and local statutes, rules, regulations, ordinances, standards, policies and notices.

Item 4. Term The term of this lease shall be for a period of twenty calendar years commencing on the 1st day of August 2022, and terminating on the 1st day of August, 2042. In the event that the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this lease shall be extended by the period of suspension.

A. Five Year Renewals. At the written request of Lessee submitted no less than 60 calendar days prior to the end of the initial term or any renewal thereof, the lessee shall have the right to renew this lease for up to four(4) additional five (5) year terms at the then current rental rates following a review of lessee's compliance with this lease.

Item 5. Rental. Lessee agrees to pay the Lessor for the use of the premises, facilities, rights, services and privileges granted herein an annual rental of \$ 609 per square foot per annum for all grounds included in this lease. Each year, the rental shall be reviewed and adjusted as necessary by the Airport Board.

The Airport Board will use the Consumer Price Index (CPI) (US Department of Labor, Bureau of Labor Statistics, West Region Urban Consumer Price Index, 12-month percent change not seasonally adjusted). For example: using the last years (January 2007) price per square foot of \$0.10 and one year percent change of the prior year (January 2006 to January 2007) of 3.4%, you would simply multiply the last years price \$0.10 by 1 + 0.034 to determine the CPI increase to the cost per square foot. [$\$0.10 \times 1.034 = \0.1034]. Then the upper limit of the current year's base rate would be \$0.1034. The Airport Board may consider the adjusted amount equal to, but not to exceed, the limit calculated with the CPI. This figure will then become the current year base rate when approved by the County Commissioners and will be the lease rate for all renewals and leases in

that current calendar year (CY). In the first quarter of each calendar year, the board will research the prior years CPI increase and calculate the new base rate to be used for all leases in the current calendar year using the above procedures and limits. This base rate is the basis for the next year's cost adjustments.

The first full calendar month of the first lease year of this agreement is January 2007.

- A. Terms. The rental year shall be from July 1 to June 30 annually. Lessor will invoice the rent payment for the following year on or before July 1 of each year and the full amount of the annual rent shall be paid by Lessee no later than July 31 of the year in which it is invoiced. The rent for any lease beginning after July 1 and ending before June 30 shall be prorated for the first and last years. The rent for the first year of any new lease shall be due upon execution of the lease agreement. Failure of Lessee to pay the annual rent within thirty (30) calendar days of its due date shall constitute a default.

Item 6. Obligations of Lessor.

- A. Operation as Public Airport. Lessor shall, during the term hereof operate maintain the airport and its public facilities as defined hereinabove as a public airport consistent with and pursuant to the sponsor's assurances given by the Lessor to the United States Government under the Federal Airport Act.
- B. Condition and Maintenance of Premises. Lessor shall assume no responsibility for the condition of the premises after delivery of premises to Lessee. Lessor shall maintain the common facilities including, but not limited to all roadways, runways, aprons and taxiways and other such appurtenances and services as are now or hereafter connected with the operation of the airport.

Item 7. Obligation of Lessee.

- A. Condition of Premises. It shall be the sole responsibility of the Lessee to develop, construct, keep, maintain and operate the entirety of the premises and all improvements and facilities placed thereon at Lessee's sole cost and expense. Lessee accepts the premises in its present condition and will construct, repair and maintain any improvements or alterations thereon at its expense and will remove or cause to be removed any debris to the extent required by the Airport Board for its continuing use thereof.

- B. Improvements. Lessee shall have the right to make such improvements to the premises including construction of buildings, hangar facilities, and other improvements on the premises for the purpose of carrying out any of the activities provided for herein. Lessee agrees that use of any buildings, hangars and other improvements constructed upon airport property for residential purposes or storage of predominately non-aviation related items without prior approval from the Airport Board shall constitute a default. Lessee agrees to return the leased premises to their original condition or an acceptable condition as determined by the Airport Board in the event of default under this section within ninety (90) calendar days of notice of default and subsequent cancellation of this lease. If Lessee fails to return the leased premises to their original condition in the opinion of the Airport Board, or an acceptable condition as determined by the Airport Board, within ninety (90) calendar days, then ownership of any improvement made or constructed by Lessee shall revert to Lessor. Any and all costs necessary to return the premises to its original condition or an acceptable condition as determined by the Airport Board shall be the entire and sole responsibility of the Lessee.
- C. Maintenance. Lessee shall, at its sole cost and expense, maintain the premises and any improvements constructed thereon in a safe and presentable condition, free of refuse and debris and consistent with good business practices as determined by the Airport Board.
- D. Utilities. Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee regardless of provider during the term hereof including the cost of connecting to the nearest point of access to available utilities.
- E. Trash, Garbage, etc. Lessee shall arrange for adequate sanitary handling and disposal of all trash, garbage, sewage and other refuse occurring as a result of Lessee's occupation of the premises. Lessee shall provide and use Lessor approved receptacles for all garbage, trash and other refuse and shall place them on the premises in a location acceptable to the Department of Sanitation or other entity specified by the Airport Board for removal. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner as determined by the Airport Board or designee on or about the premises is prohibited.
- F. Signs. Lessee shall not maintain any billboards on the premises. Signs advertising aviation related businesses situate on airport premises may be approved and installed, upon application to and approval by the Airport Board

- G. Federal, State and Local Regulations. Lessee acknowledges that the right to use airport facilities in common with others authorized to do so shall be exercised subject to and in accordance with the laws of the United States, the State of Montana, the County of Broadwater together with any rules, regulations or ordinances of the City/County Airport Board now in force or hereafter prescribed or promulgated by authority of law.
- H. Inspection. Lessee agrees to permit inspection of premises by Airport Board or designee at a mutually acceptable date and time, or in case of exigent circumstances upon immediate demand to determine compliance with or performance of any of the covenants and conditions required herein. Failure of the Lessee to comply with the requirements of this Item shall constitute a default on the part of the Lessee.

Item 8. Insurance and Indemnification.

- A. Indemnification. It is acknowledged that Lessee is and shall be, during the term of this lease, deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that it is not the agent or representative of the Lessor. It is further agreed that in the use of the airport, the erection or construction of any improvements thereon, and in the exercise or enjoyment of any privilege granted herein, the Lessee shall indemnify and defend and hold harmless the Lessor from any and all losses resulting from any act or omission of the Lessee and shall indemnify and defend the Lessor against any and all claims resulting from Lessee's occupation of the premises including its costs and attorney fees incurred thereby.
- B. Insurance. In addition to any insurance that Lessee shall maintain for damage to its own property, Lessee shall maintain comprehensive general liability insurance coverage of at least \$300,000 single limit per year. Lessor shall be named as an additional insured for liability arising out of activities performed by or on behalf of the Lessee. Lessee shall furnish Lessor with a certificate from its insurance carrier showing that such insurance is in full force and effect annually. Lessee will ensure that the insurance company notifies Lessor in writing of cancellation of insurance coverage within 10 days of said cancellation. Failure of the Lessee to comply with the requirements of this Item shall constitute a default on the part of the Lessee.

Item 9. Termination. This lease shall terminate at the end of the term hereof without any notice by either party. A holding over by the Lessee of assigns or subleases beyond the expiration of the term shall not be permitted without the written

consent of Lessor and on such terms as Lessor may specify. Upon termination Lessee shall have the right to remove all moveable furniture, fixtures, machinery and equipment and all personal property installed by it on the premises within a period of ninety (90) calendar days at Lessee's own expense.

Item 10 Cancellation Prior to Expiration of Term.

A. By Lessee. This lease shall be subject to cancellation by Lessee on the occurrence of any of the following events:

1. The permanent abandonment of the airport as an air terminal.
2. The lawful assumption of the United States Government or any other authorized agency thereof of the operation, control, or use of the airport or any substantial part or parts thereof in such manner that substantially restricts Lessee's use or occupation of the premises for a period of at least ninety (90) calendar days.
3. Issuance of an injunction by any Court of competent jurisdiction which prevents or restrains the use of the airport for a period of at least ninety (90) calendar days.
4. The default by the Lessor in the performance of the covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default within ninety (90) calendar days after receipt by Lessor from Lessee of written notice of the default.

B. By Lessor. This lease shall be subject to cancellation by Lessor in the event of the occurrence of any of the following events:

1. The default in performance of any of the covenants and conditions required herein by Lessee including but not limited to rental payments if such default continues for a period of thirty (30) calendar days after such notice to Lessee of such default.
2. Lessee's bankruptcy, the appointment of a receiver or a general assignment for the benefit of Lessee's creditors.
3. In the event of termination by Lessor, Lessor may take immediate possession of the premises and remove Lessee's effects, goods and chattel at Lessee's full expense, forcibly if necessary.
4. The failure of Lessor to terminate this lease or reenter or retake

possession of the premises upon the default of Lessee shall not operate as a waiver of any default by Lessee.

C. Title to Improvements. Title to any improvements constructed by Lessee shall remain in Lessee until termination or cancellation of this lease as provided for hereunder. Lessee shall have the right to sell or otherwise convey ownership of any building or other improvements to another party prior to termination or cancellation of this lease. It shall be the responsibility of the owner of such building(s) or other improvements to maintain continuity of the lease. Otherwise upon notice of termination or cancellation to Lessee, Lessee shall have ninety (90) calendar days to remove any such improvement from the leased premises and shall return the premises to the condition that they were in at the commencement of this lease, or such other condition as specified by the Airport Board, at Lessee's whole, sole and entire expense. If Lessee does not remove such improvements within ninety (90) calendar days then title thereto shall revert to Lessor and Lessee shall have no further interest therein.

D. Suspension of Lease. During any time of war or declared state or national emergency Lessor shall have the right to lease the landing area, taxiway, apron or any other such area or part thereof to the United States Government for military use. If any such lease is executed, any provision of this instrument which is inconsistent with the provisions of such lease shall be suspended, provided that the term of the lease to Lessee shall be automatically extended by the period of any such suspension.

E. Sublease or Assignment. Lessee shall not sell, sublease, assign or transfer this agreement or any part of the premises that are the subject of this agreement without the express, prior, written consent of Lessor which consent shall not be unreasonable withheld. Without limitation, it shall be reasonable to withhold such consent in light of the conditions existing at the airport at the time of the request for approval and in light of all applicable federal, state and local statutes, rules, regulations, ordinances, standards, policies and notices in effect at the time. Any such sub lessee, assignee or transferee shall be subject to the same conditions, obligations and terms as set forth herein and the Lessee named herein shall not be relieved of its primary responsibility for compliance with the terms of this lease.

Item 11. Liens and Encumbrances. During the term of this lease Lessee shall not allow any lien or encumbrance to attach to any portion of the real estate which is the subject of this lease and shall indemnify and hold Lessor harmless from any claim made by any third party on account of any debt incurred by Lessee in connection with the construction, maintenance, or alteration of any

improvement thereon. Any entity holding a security interest in any improvement located upon the leased property shall have the right to cure any default on the part of Lessee in payment of rent hereunder and, in the event of default, to assume the Lessee's position under this lease. In no event shall the Lessor, its agents, representative, or successors in interest become liable for indebtedness secured by such lien nor for any expenses incurred in connection with it. Any such lien or encumbrance shall expressly provide that the lien holder will seek no money judgment against the Lessor and that the lien holder shall provide Lessor with a true copy of any notice of breach of covenant, default or foreclosure, which shall be provided to Lessor by certified mail.

- Item 12. Attorney Fees. In the event that either party to this agreement is required to retain the services of an attorney to enforce any of the provisions hereof, the prevailing party shall be entitled to recover its reasonable attorney fees, costs and expenses.
- Item 13. Taxes. Lessee shall be responsible for the payment of all taxes or assessments which may be lawfully levied against Lessee's property or improvements situated or located upon the subject premises.
- Item 14. Subordination of Lease. This lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States of America or the State of Montana relative to the administration, operation, or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds for the development of the airport.
- Item 15. Nondiscrimination. Lessee, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that no person, on the grounds of race, color, national origin, creed, sex, age or disability shall be excluded from participation, denied the benefits of, or otherwise be subjected to discrimination in the use of airport facilities, or the exercise of its rights and privileges under this agreement and that, in the construction, maintenance or alteration of any improvement on behalf of the Lessee and the furnishing of services, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, national origin, creed, sex, age or disability. Lessee further agrees to use the airport facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A; Office of Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil rights Act of 1964, and any such regulations or amendments adopted pursuant thereto.

Item 16. Paragraph Headings. The paragraph headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any provisions of this lease or the particular paragraphs.

Item 17. Notice. Notices to the parties as required by this agreement shall be sufficient if sent by either certified mail return receipt requested, or first class mail, postage prepaid, or by hand delivery, addressed as follows:

City/County Airport Board
515 Broadway
Townsend, Montana, 59644

(Insert Lessee's name and address here)

DWIGHT THOMPSON
14 TARA DRIVE
TOWNSEND, MT 59644

In addition, copies of any such notices to either party shall be provided also to

Broadwater County Board of Commissioners
515 Broadway
Townsend, Montana, 59644

IN WITNESS WHEREOF, the parties have set their hands on the day and year first above written.

LESSOR;
CITY/COUNTY AIRPORT

By: Adam MacDonnald

Its: ADAM MacDONNALD
(Airport Board Chairman)

By: Bob Hollister

Its: BOB Hollister
(Airport Board Member)

By: _____

Its: _____
(Airport Board Member)

COUNTY OF BROADWATER

By: _____

(Title)

LESSEE;

By: Dwight Thompson

DWIGHT THOMPSON
(Print Name)

By: _____

(Print Name)

BOARD OF COUNTY COMMISSIONERS
BROADWATER COUNTY, MONTANA

FY 2021/2022 EXPENDITURE & REVENUE BUDGET AMENDMENTS

RESOLUTION 2022-____

WHEREAS, Section 7-6-4006 (4) MCA, states "The governing body may amend the budget during the fiscal year by conducting public hearings at regularly scheduled meetings. Budget amendments providing for additional appropriations must identify the fund reserves, unanticipated revenue, or previously unbudgeted revenue that will fund the appropriations",

WHEREAS, Section 7-6-4005 MCA, states in part, "local government officials may not make a disbursement or expenditure or incur an obligation in excess of the total appropriations for a fund;

WHEREAS, several unforeseen circumstances arose during the 2021-2022 fiscal year and expenditures/revenue line items need to be revised accordingly,

NOW THEREFORE, IT IS HEREBY RESOLVED, that Broadwater County is making the following required expenditure and revenue budget amendments effective FYE June 27, 2022:

- ✓ See Attachment for details. Below is a summary of the **NET** changes to a fund:
 - o Fund 1000 – General Fund Budget Amendment—\$82,906.25 net revenue increase
 - o Fund 2110 – Road Fund Budget Amendment--\$6,101.72 net revenue increase
 - o Fund 2160 – Fair Budget Amendment--\$20,100.00 net revenue increase
 - o Fund 2170 – Airport Fund Budget Amendment--\$100,481.58 net revenue increase
 - o Fund 2180 – District Court Budget Amendment -- \$0.00 net change
 - o Fund 2190 – Comp. Insurance -- \$112,130.00 net revenue increase
 - o Fund 2210 – Parks/Recreation Budget Amendment--\$4,998.55 net expenditure increase
 - o Fund 2250 – Planning/Community Dev. Budget Amendment--\$255.58 net expenditure increase
 - o Fund 2260 – Emergency/Disaster Budget Amendment--\$.71 net revenue increase
 - o Fund 2271 – Behavioral Health, COVID reimbursement Budget Amendment--\$1,453.50 net expenditure increase
 - o Fund 2290 – Extension Services Budget Amendment--\$3,220.61 net expenditure increase
 - o Fund 2300 – Public Safety Budget Amendment--\$70,793.28 net revenue increase
 - o Fund 2302 – Detention Center Budget Amendment--\$6.44 net revenue increase
 - o Fund 2320 – Economic Development Budget Amendment—\$8,000.00 net revenue increase
 - o Fund 2371 – Group Health Budget Amendment--\$51,000.0 net revenue increase
 - o Fund 2382 – Search and Recovery Budget Amendment -- \$10,108.83 net expenditure increase
 - o Fund 2500 – Wheatland Road Budget Amendment--\$31,808.93 net revenue increase
 - o Fund 2502 – Rolling Glen Ranch Road Budget Amendment--\$145,113.78 net revenue increase
 - o Fund 2503 – Price Road Budget Amendment--\$6,954.19 net revenue increase

- o Fund 2504 – Springville Road Improvement Budget Amendment--\$3,970.00 net revenue increase
- o Fund 2506 – Carroll Drive Road Improvement Budget Amendment--\$1,312.00 net revenue increase
- o Fund 2820 – Gas Apportionment Tax Budget Amendment--\$4,371.85 net expenditure increase
- o Fund 2821 – Gas Tax -Special Road/Street Program Budget Amendment--\$11,972.87 net expenditure increase
- o Fund 2900 – PILT Budget Amendment--\$26,449.69 net expenditure increase
- o Fund 2927 – Homeland Security Budget Amendment -- \$12,975.00 net expenditure increase
- o Fund 2960 – Bioterrorism Health Grant Budget Amendment -- \$23,866.68 net revenue increase
- o Fund 2974 – Home Health Budget Amendment -- \$0.00 net change
- o Fund 2981 – 3BAdmin Skilled Nursing Budget Amendment--\$204.17 net expenditure increase
- o Fund 2990 – COVID-19 Cares Act Reimbursement Budget Amendment--\$436,600.76 net expenditure increase
- o Fund 2994 – ARPA-American Rescue Plan Act Budget Amendment--\$605,732.00 net expenditure increase
- o Fund 4001 – CIP Maintenance Budget Amendment – \$4,699.00 net expenditure increase
- o Fund 4005 – CIP Road Budget Amendment – \$0.00 change
- o Fund 4017 – CIP Public Safety/Sheriff Budget Amendment--\$2,100.00 net revenue increase
- o Fund 4021 – CIP Solid Waste Budget Amendment--\$24,150.00 net expenditure increase
- o Fund 4025 – CIP MACO Claims Damages --\$110,901.39 net expenditure increase
- o Fund 4030 – CIP Meridian Bridge Project Budget Amendment--\$301.68 net revenue increase
- o Fund 4031 – CIP SERC (South-end Emergency Response Center) Budget Amendment--\$605,732 net revenue increase
- o Fund 4033 – CIP Controlled General Projects Budget Amendment--\$250,600.76 net revenue increase
- o Fund 5410 – Solid Waste Budget Amendment--\$7,483.31 net expenditure increase
- o Fund 5712 – Silo's Recreation Budget Amendment--\$1,953.27 net expenditure increase
- o Fund 7010 – Broadwater Trust Board Budget Amendment--\$82,955.35 net expenditure increase
- o Fund 7100 – Wheatland Road Budget Amendment--\$31,808.93 net expenditure increase
- o Fund 7101 – Rolling Glen Ranch Road Budget Amendment--\$145,113.78 net expenditure increase
- o Fund 7102 – Price Road Budget Amendment--\$6,954.19 net expenditure increase

- o Fund 7105 – Springville Road Improvement Budget Amendment--\$3,970.00 net expenditure increase
- o Fund 7108 – HWY 287 Wheatland Meadows Road Turn Lane Budget Amendment--\$6,931.89 net revenue increase
- o Fund 7109 – Carroll Drive Road Improvement Budget Amendment--\$1,312.00
- o Fund 7255 – CIP Rural Fire Building Budget Amendment--\$6,000.00 net revenue increase

DATED this 29nd day August, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

Angie Paulsen, Clerk and Recorder

Darrel Folkvord, Chairperson

Mike Delger, Member

Debi Randolph, Member

FUND	ACCOUNT	OBJECT	DECREASE	INCREASE	AMOUNT DECREASE	AMOUNT INCREASE	WHO/WHAT/WHY		
1000	410540	110		i		\$ 8,820.62	increase spending authority; office split from clerk and recorder	\$	17,103.80
1000	410540	142		i		\$ 36.19	increase spending authority; office split from clerk and recorder	\$	15,607.68
1000	410540	144		i		\$ 98.18	increase spending authority; office split from clerk and recorder		
1000	410540	148		i		\$ 128.16	increase spending authority; office split from clerk and recorder		
1000	410540	150		i		\$ 422.65	increase spending authority; office split from clerk and recorder		
1000	410540	210		i		\$ 497.42	increase spending authority; office split from clerk and recorder		
1000	410540	220		i		\$ 91.00	increase spending authority; office split from clerk and recorder		
1000	410540	330		i		\$ 841.66	increase spending authority; office split from clerk and recorder		
1000	410900	110	d		\$ 8,820.62		decrease spending authority; office split to treasurer		
1000	410900	142	d		\$ 36.19		decrease spending authority; office split to treasurer		
1000	410900	144	d		\$ 98.18		decrease spending authority; office split to treasurer		
1000	410900	148	d		\$ 128.16		decrease spending authority; office split to treasurer		
1000	410900	150	d		\$ 422.65		decrease spending authority; office split to treasurer		
1000	410900	360	d		\$ 1,430.08		decrease spending authority; office split to treasurer		
1000	440110	220		i		\$ 4,671.80	increase spending authority; based on added billing reimb		
1000	440110	228		i		\$ 1,314.54	provide spending authority; based on added billing reimb		
1000	440110	230		i		\$ 32.58	provide spending authority; based on added billing reimb		
1000	440110	398	d		\$ 4,183.05		decrease spending authority		
1000	440110	110	d		\$ 488.75		decrease spending authority		
1000	440430	398		i		\$ 149.00	increase spending authority; notice of increase received after budget set		
1000	360000			i		\$ 115,617.73	increase revenue receiving authority; change in fiduciary funds see jv 1772		
					\$ 15,607.68	\$ 132,721.53	net revenue increase \$82906.25		
2110	430100	110		i		\$ 3,358.25	increase spending authority; clerk working more for road than orig budgeted	\$	3,358.25
2110	430100	142		i		\$ 11.61	increase spending authority; clerk working more for road than orig budgeted	\$	11.61
2110	430100	144		i		\$ 160.87	increase spending authority; clerk working more for road than orig budgeted	\$	160.87
2110	430100	148		i		\$ 112.73	increase spending authority; clerk working more for road than orig budgeted	\$	112.73
2110	430100	150		i		\$ 299.41	increase spending authority; clerk working more for road than orig budgeted	\$	299.41
2110	430210	130	d		\$ 3,942.87		decrease spending authority;	\$	3,942.87
2110	360000			i		\$ 6,101.72	provide revenue receiving authority		
					\$ 3,942.87	\$ 10,044.59	net revenue increase 6101.72		
2160	360010			i		\$ 20,100.00	increase revenue receiving authority; Forest srvc reimb woods creek fire		
					\$ -	\$ 20,100.00	net revenue increase 20100		
2170	430320	230		i		\$ 14,779.33	increase spending authority; gas cost more; using existing cash		
2170	360010			i		\$ 115,260.91	increase revenue receiving auth; FS reimb 4 fire & FAA for runway		
					\$ -	\$ 130,040.24	net revenue increase 100481.58		
2180	410328	351		i		\$ 3,554.68	increase spending authority,		
2180	411120	370	d		\$ 2,000.00		decrease spending authority,		
2180	411120	394	d		\$ 1,554.68		decrease spending authority,		
					\$ 3,554.68	\$ 3,554.68	o net change		
2190	510330	510		i		\$ 12,452.80	increase spending auth; added pilt transfer jv 1792		
2190	383000			i		\$ 124,582.80	increase revenue receiving auth; pilt transfer jv 1792		
					\$ -	\$ 137,035.60	net revenue increase 112130.		
2210	460400	220		i		\$ 1,081.55	provide spending authority; using existing cash balance unforeseen project	\$	1,081.55
2210	460400	398		i		\$ 5,000.00	provide spending authority; using existing cash balance unforeseen project	\$	5,000.00
2210	460400	930		i		\$ 6,917.00	provide spending authority; using existing cash balance unforeseen project	\$	6,917.00
2210	383000			i		\$ 8,000.00	increase revenue receiving authority, jv 1776	\$	12,998.55
					\$ -	\$ 20,998.55	net expenditure increase 4998.55		
2250	411050	251		i		\$ -	increase spending authority, using existing cash		
					\$ -	\$ 255.58			
2260	311021			i		\$ 0.45	provide revenue receiving authority		
2260	312000			i		\$ 0.26	provide revenue receiving authority		
					\$ -	\$ 0.71			
2271	440510	398		i		\$ 1,453.50	increase spending authority; exhausting all cash		
					\$ -	\$ 1,453.50			

FUND	ACCOUNT	OBJECT	DECREASE	INCREASE	AMOUNT DECREASE	AMOUNT INCREASE	WHO/WHAT/WHY
2290	450410	110		i		\$ 1,000.00	increase spending authority; using existing cash
2290	450410	398		i		\$ 2,220.61	increase spending authority; using existing cash
					\$ -	\$ 3,220.61	
2300	420110	110	d		\$ 33,793.59		decrease spending authority
2300	420230	223		i	\$ 33,793.59		increase spending authority
2300	331020			i	\$ 70,793.28		increase revenue receiving authority; reimb from cops grant from start
					\$ 33,793.59	\$ 104,586.87	net revenue increase \$70793.28
2302	311021			i		\$ 3.90	provide revenue receiving authority
2302	312000			i		\$ 2.54	provide revenue receiving authority
					\$ -	\$ 6.44	
2320	383000		d		\$ 8,000.00		decrease revenue receiving authority, matching funds not met by BCDC
					\$ 8,000.00	\$ -	
2371	383000			i		\$ 51,000.00	increase revenue receiving authority; JV 1780 cover negative cash
					\$ -	\$ 51,000.00	
2382	420740	360		i		\$ 483.62	increase spending authority, grant award post budget process, no revenue received
2382	420740	940		i		\$ 9,625.21	increase spending authority, grant award post budget process, no revenue received
					\$ -	\$ 10,108.83	
2500	383000			i		\$ 31,808.93	provide revenue receiving authority; see jv 1794
					\$ -	\$ 31,808.93	
2502	383000			i		\$ 145,113.78	provide revenue receiving authority; see jv 1794
					\$ -	\$ 145,113.78	
2503	383000			i		\$ 6,954.19	provide revenue receiving authority; see jv 1794
					\$ -	\$ 6,954.19	
2504	383000			i		\$ 3,970.00	provide revenue receiving authority; see jv 1794
					\$ -	\$ 3,970.00	
2506	383000			i		\$ 1,312.00	provide revenue receiving authority; see jv 1794
					\$ -	\$ 1,312.00	
2820	43210	220		i	\$ -	\$ 4,371.85	increase spending authority, using existing cash
					\$ -	\$ 4,371.85	
2821	430230	360		i		\$ 11,972.87	increase spending authority to eliminate negative budget with cash
					\$ -	\$ 11,972.87	
2900	410110	220		i		\$ 4,000.00	provide spending authority finance copier using existing cash balance
2900	410110	398		i		\$ 3,065.00	increase spending authority, fence for Centerville Cemetary using existing cash
2900	521000	820		i		\$ 19,384.69	increase spending authority, added projects use existing cash. Jv 1792
					\$ -	\$ 26,449.69	
2927	411230	398		i		\$ 12,975.00	increase spending authority, waiting for final grant payment
					\$ -	\$ 12,975.00	
2960	440150	220		i		\$ 1,325.32	provide spending auth new grant funding received
2960	440150	370		i		\$ 573.92	provide spending auth new grant funding received
2960	334992			i		\$ 25,765.92	provide revenue receiving auth, see jv 1716
					\$ -	\$ 27,665.16	net revenue increase 23866.68
2974	440180	398		i		\$ 6,173.44	increase spending authority
2974	440181	398	d		\$ 6,173.44		decrease spending authority
					\$ 6,173.44	\$ 6,173.44	
2981	440180	370		i		\$ 204.17	increase spending authority using existing cash balance
					\$ -	\$ 204.17	

FUND	ACCOUNT	OBJECT	DECREASE	INCREASE	AMOUNT DECREASE	AMOUNT INCREASE	WHO/WHAT/WHY
2990	521000	820		i		\$ 436,600.76	increase spending auth; JV 1779, 1780, 1781
					\$ -	\$ 436,600.76	
2994	521000	820		i		\$ 605,732.00	provide spending auth, transfer to CIP, JV 1782
					\$ -	\$ 605,732.00	
4001	411230	220		i	\$ -	\$ 4,699.00	provide spending authority, Zero turn law mower using existing cash
					\$ -	\$ 4,699.00	
4005	430210	230		i		\$ 13,390.00	provide spending authority
4005	430210	940	d		\$ 13,390.00		decrease spending auth
					\$ 13,390.00	\$ 13,390.00	
4017	420230	940		i		\$ 132,900.00	provide spending authority
4017	383000			i	\$ -	\$ 135,000.00	increase revenue receiving auth; see JV 1779
					\$ -	\$ 267,900.00	net revenue increase 2100.0
4021	430810	940		i		\$ 24,150.00	provide spending authority, using existing cash
					\$ -	\$ 24,150.00	
4025	411230	360		i		\$ 76,372.54	provide spending authority, fix roof jail using existing cash
4025	420740	360		i		\$ 34,528.85	provide spending authority, fix roof S&R building using cash
					\$ -	\$ 110,901.39	
4030	371010			i		\$ 301.68	provide revenue receiving authority
					\$ -	\$ 301.68	
4031	383000			i		\$ 605,732.00	provide revenue receiving authority; jv 1782 moving arpa funds
					\$ -	\$ 605,732.00	
4033	383000			i		\$ 250,600.76	provide revenue receiving authority; jv 1781 moving COVID funds
					\$ -	\$ 250,600.76	
5410	430100	110	d		\$ 23,879.15		decrease spending authority
5410	430100	142	d		\$ 84.27		decrease spending authority
5410	430100	144	d		\$ 659.38		decrease spending authority
5410	430100	148	d		\$ 2,066.38		decrease spending authority
5410	430100	150	d		\$ 2,162.71		decrease spending authority
5410	430100	340	d		\$ 71.66		decrease spending authority
5410	430810	110		i		\$ 21,991.10	increase spending authority
5410	430810	142		i		\$ 76.45	increase spending authority
5410	430810	144		i		\$ 4,047.07	increase spending authority
5410	430810	148		i		\$ 1,001.95	increase spending authority
5410	430810	150		i		\$ 648.54	increase spending authority
5410	430810	231		i		\$ 8,641.75	increase spending authority; using added disposal & assessment revenues
					\$ 28,923.55	\$ 36,406.86	net expenditure increase 7483.31
5712	460210	360		i		\$ 1,953.27	provide spending authority; using existing cash
					\$ -	\$ 1,953.27	
7010	460000	220		i		\$ 56.48	provide spending authority, using existing cash
7010	460000	330		i		\$ 866.64	provide spending authority, using existing cash
7010	460000	398		i		\$ 21,700.00	provide spending authority, using existing cash
7010	460000	730		i		\$ 60,332.23	provide spending authority, using existing cash
					\$ -	\$ 82,955.35	
7100	521000	820		i	\$ -	\$ 31,808.93	provide spending authority, JV 1794 gasb changes in fund usage
					\$ -	\$ 31,808.93	
7101	521000	820		i		\$ 145,113.78	provide spending authority, JV 1794 gasb changes in fund usage
					\$ -	\$ 145,113.78	
7102	521000	820		i		\$ 6,954.19	provide spending authority, JV 1794 gasb changes in fund usage
					\$ -	\$ 6,954.19	

FUND	ACCOUNT	OBJECT	DECREASE	INCREASE	AMOUNT DECREASE	AMOUNT INCREASE	WHO/WHAT/WHY
7105	521000	820		i	\$ -	\$ 3,970.00	provide spending authority, JV 1794 gasb changes in fund usage
					<u>\$ -</u>	<u>\$ 3,970.00</u>	
7108	383000			i	\$ -	\$ 6,931.89	provide revenue receiving authority, JV 1808 to eliminate negative cash
					<u>\$ -</u>	<u>\$ 6,931.89</u>	
7109	521000	820		i	\$ -	\$ 1,312.00	provide spending authority, JV 1794 gasb changes in fund usage
					<u>\$ -</u>	<u>\$ 1,312.00</u>	
7255	360000			i	\$ -	\$ 6,000.00	provide revenue receiving authority
					<u>\$ -</u>	<u>\$ 6,000.00</u>	
TOTALS					\$ 113,385.81	\$ 3,547,512.67	
per bms entry					\$ 113,385.81	\$ 3,547,512.67	
difference					\$ -	\$ -	

RESOLUTION 2022-_____

Whereas, the Broadwater County Attorney has requested prosecutorial assistance in the prosecution of any felony and/or misdemeanor cases with Esther Suhr as the defendant, and

Whereas, it is desired and deemed appropriate that Special Counsel be appointed to assist in the prosecution of the aforementioned cases, and

Whereas, Mont. Code Ann. § 7-4-2705 allows the Board of County Commissioners to authorize the County Attorney to employ special counsel to assist in the prosecution of any criminal case pending in the county, and

It Is Hereby Resolved:

That Burt Hurwitz of the Meagher County Attorney's Office is hereby appointed as Special Counsel for Broadwater County for the purpose of assisting in the prosecution of the aforementioned cases.

It is Further Resolved:

That under the terms of this agreement, no fee will be charged for attorney time. Witness fees and expenses, jury costs, and other normal costs associated with trial will be the County's responsibility as with all other prosecutions.

Dated this _____ day of _____, 2022.

CHAIRMAN

ATTEST:

MEMBER

CLERK AND RECORDER

MEMBER

STAFF REPORT

GREENEWAY SUBSEQUENT MINOR SUBDIVISION Preliminary Plat Dated 12/9/2021

To: Broadwater County Planning Board
From: Nichole Brown, Broadwater County Planner
Subject: A proposed subdivision to be known as **Greenway Subsequent Minor Subdivision**

GENERAL INFORMATION

Date of Application: March 21, 2022
Date of Sufficiency: May 23, 2022
Review Period Ends: September 6, 2022 *The developer has requested an additional 20-day review period to accommodate their availability to attend a public hearing

APPLICANT: Gary Greene
35 Legacy Drive
Three Forks, MT 59752

LEGAL DESCRIPTION: Situated in a portion of the SW ¼ of Section 29 and a portion of the SE ¼ of Section 30, Township 3 North, Range 1 East, Broadwater County, Montana

GENERAL LOCATION: The proposed subdivision is situated off of Kite Drive, approximately five and a half (5.5) miles north of the I-90/Highway 287 interchange.

I. EXECUTIVE SUMMARY:

The developer intends to create five (5) lots from an existing 131.806-acre parcel. The minimum lot size proposed is 1.0 acres and the maximum lot size proposed is 128 acres. Water and wastewater services will be provided via individual septic and well. The four (4) lots less than twenty (20) acres in size will be required to undergo review and approval through DEQ and the one (1) parcel greater than twenty (20) acres in size will undergo review by the Broadwater County Environmental Health Department. Fire protection will be provided by the Three Forks Fire District. Access will be provided onto Price Road via the internal subdivision road network consisting of Kite Drive and Whipporwill Drive..

II. REQUEST:

Approval of a 5-lot Minor Subdivision for Residential purposes.

III. STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed Greenway Subsequent Minor Subdivision

Preliminary Plat subject to the conditions of approval based on the recommended findings of fact included in the Staff Report.

IV. LOCATION:

The proposed subdivision is located off of Kite Drive in the SW ¼ of Section 29 and the SE ¼ of Section 30, T3N, R1E, P.M.M., Broadwater County, Montana.

V. EXISTING DEVELOPMENT AND USES:

The property is generally flat unirrigated land and has previously been used as grazing pasture.

VI. ADJACENT LAND USES:

North: Residential and Agricultural

South: Residential Subdivision

East: Residential Subdivision and Agricultural

West: Agricultural

VII. PUBLIC COMMENT:

As of July 29, 2022, the Community Development and Planning Department has not received any public comment.

VIII. PROJECT BACKGROUND

Water is proposed to be provided via individual wells. Lots 4, 5, 6 & 7 are subject to review and approval by the Montana Department of Environmental Quality (DEQ), and the Amended Tract 3 is subject to review by the Broadwater County Environmental Health Office.

Wastewater treatment for the proposed development is proposed to be provided via individual septic systems. Lots 4, 5, 6 & 7 are subject to review and approval by the Montana Department of Environmental Quality (DEQ), and the Amended Tract 3 is subject to review by the Broadwater County Environmental Health Office.

The Applicant is proposing to use the fire pond, located less than a mile from this proposed development, for fire protection. The Three Forks Rural Fire District will provide fire protection services to this development.

Access will be off of Kite Drive connecting to Price Road, which is a county road. Kite Drive is a paved subdivision road.

IX. STAFF ANALYSIS

Compliance:

The proposed subdivision is in compliance with the Broadwater County Subdivision Regulations.

X. CRITERIA FOR REVIEW

In accordance with 76-3-608(3), MCA a subdivision proposal must undergo review for impacts on the following primary criteria; 1. Agriculture; 2. Agricultural water user facilities; 3. Local services (water, wastewater, solid waste, utilities, roads, traffic, schools, emergency services and

parkland); 4. The natural environment; 5. Wildlife; 6. Wildlife habitat; 7. Public health and safety; 8. Compliance with the County's subdivision Regulations; 9. Compliance with survey requirements; 10. The provision of easements within and to the proposed subdivision for the location and installation of any planned utilities; and 11. The provision of legal and physical access to each parcel within the proposed subdivision. Listed below are the Findings of Fact and Conclusions regarding each primary criterion.

FINDINGS OF FACT AND CONCLUSIONS:

IMPACTS ON AGRICULTURE

FINDINGS OF FACT REGARDING IMPACTS ON AGRICULTURE:

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

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

2. Per Chapter V-N-d of the Broadwater County Subdivision Regulations, the subdivider shall show on the preliminary plat ditch easements for the unobstructed use and maintenance of existing water delivery ditches and facilities as necessary to convey water through the subdivision to lands adjacent to or beyond the subdivision boundary that are consistent with historic and legal rights.

The subject property is not located near any irrigation ditches or canals.

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

Conditions of Approval Numbers 2, 7-c, 7-g, and 7-h are required to mitigate impacts on agriculture. (A full list of the Conditions of Approval is found starting on page number 13)

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

IMPACTS ON AGRICULTURAL WATER USERS

FINDINGS OF FACT REGARDING AGRICULTURAL WATER USERS:

1. Per Chapter V-N-d of the Broadwater County Subdivision Regulations, the subdivider shall show on the preliminary plat ditch easements for the unobstructed use and maintenance of existing water delivery ditches and facilities as necessary to convey water through the subdivision to lands adjacent to or beyond the subdivision boundary that are consistent with historic and legal rights.

The subject property is not located near any irrigation ditches or canals.

Conditions of Approval Numbers 6-c, and 7-g are required to mitigate impacts on agriculture. (A full list of the Conditions of Approval is found starting on page number 13)

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

IMPACTS ON LOCAL SERVICES

FINDINGS OF FACT REGARDING WATER & WASTEWATER:

1. Per Chapter I-C-7, 8, 9, 10, 11 and 13 of the Broadwater County Subdivision Regulations, the purposes of these regulations are to promote the public health, safety, and general welfare by regulating the subdivision of land; the provision of adequate transportation, water, drainage and sanitary facilities; the avoidance of subdivisions which would involve unnecessary environmental degradation; the avoidance of danger or injury by reason of natural hazard or the lack of water and drainage; and the avoidance of excessive expenditure of public funds for the supply of public improvements and services.

The proposed lots will be served by individual septic systems and wells. Lots 4, 5, 6 & 7 are subject to review and approval by MT Department of Environmental Quality and Amended Tract 3 is subject to review by the Broadwater County Environmental Health Department.

2. Per Chapter V-C of the Broadwater County Subdivision Regulations, the governing body may find land to unsuitable for subdivision because of potential hazards identified during the subdivision review process. These lands must not be subdivided unless the hazards are eliminated or will be mitigated by approved design and constructions plans. Examples of hazards that could render property unsuitable for subdivision or require mitigation include (but are not limited to) the following: polluted or non-potable water supply.

According to the preliminary plat application there are no known water quality issues in the surrounding groundwater wells.

3. Per Chapter V-K of the Broadwater County Subdivision Regulations, all water systems may

be subject to approval by the governing body. Water systems required by the governing body shall meet the minimum requirements of the local reviewing authority, MDEQ and the MT Department of Natural Resources and Conservation. Where the subdivision is within the service area of a public water supply system the subdivider must install complete water system facilities in accordance with the requirements of the jurisdiction involved and to the MDEQ and must obtain their approvals prior to undertaking any construction.

The domestic well locations will be reviewed and approved by the appropriate agencies prior to installation.

4. Per Chapter V-L of the Broadwater County Subdivision Regulations, all wastewater systems may be subject to the approval of the governing body. Where the subdivision is within the service area of a municipal or public sanitary sewer system, the subdivider must install complete sanitary sewer system facilities in accordance with the requirements of the jurisdiction involved and the DEQ. The subdivider must submit plans and specifications for the proposed facilities to the jurisdiction involved and to the DEQ and must obtain their approvals prior to undertaking any construction.

The individual septic systems, will be approved by the DEQ and the Broadwater County Environmental Health Office prior to installation.

Condition of Approval Number 1 is required to mitigate impacts to water and wastewater under local services. (A full list of the Conditions of Approval is found starting on page number 13)

FINDINGS OF FACT REGARDING SOLID WASTE:

1. Requirements for solid waste collection and disposal must be in compliance with Chapter I-G of the Broadwater County Subdivision Regulations.

Contract collection and disposal of solid waste is available and contracting with a solid waste provider will be the responsibility of the property owners, or the homeowners an choose to haul their own solid waste to the Logan Landfill.

No conditions of approval are required to mitigate impacts to solid waste under local services.

FINDINGS OF FACT REGARDING MAIL DELIVERY:

1. Mail collection and delivery shall be in compliance with Chapter V-I of the Broadwater County Subdivision Regulations.

The applicant will be required to work with the Three Forks Post Office for mail delivery.

Condition of Approval Numbers 5 and 6-d are required to mitigate impacts on mail delivery under local services. (A full list of the Conditions of Approval is found starting page number 13)

FINDINGS OF FACT REGARDING UTILITIES:

1. Per Chapter V-H-c-iii of the Broadwater County Subdivision Regulations, developing subdivisions shall provide access and utility easements to adjoining lands when access to those land must pass through the subdivision.

Utilities will be made available and abutting to each lot prior to final plat approval.

2. The installation of utilities shall be in compliance with Chapter V-M of the Broadwater County Subdivision Regulations

According to the preliminary plat application, utility services will be provided by Vigilante Electric Cooperative, CenturyLink and Little Apple Tech.

Condition of Approval Number 6-b is required to mitigate impacts on utilities under local services. (A full list of the Conditions of Approval is found starting on page number 13)

FINDINGS OF FACT REGARDING ROADS AND TRAFFIC:

1. Per Chapter V-H of the Broadwater County Subdivision Regulations, roads located within a subdivision shall meet the appropriate road design standards of the regulations.

The internal subdivision roads are currently paved which exceed the Broadwater County Road Standards for the Road Standard indicated necessary by the developer's Traffic Impact Analysis.

2. The proposed subdivision shall be in compliance with Chapter V-H-a-ii of the Broadwater County Subdivision Regulations to address impacts to adjacent offsite roads.

Access to the subdivision internal roads will be via Price Road. According to the Traffic Impact Study included in the preliminary plat application, the current traffic counts average 918 vehicle trips per day on Price Road. Therefore Price Road should be constructed to a #2 Local Road according to the Broadwater County Road Standards.

3. Per Chapter V-H-b of the Broadwater County Subdivision Regulations, the subdivider shall establish a new Rural Improvement District (RID) prior to final plat approval to provide funds for ongoing maintenance for all new public improvements associated with the subdivision.

An RID will need to be created that includes all lots within the proposed subdivision that will address the maintenance, preservation and repair of the internal access roads.

4. Per Chapter V-H-c of the Broadwater County Subdivision Regulations, the arrangement, type, extent, width, grade, materials and location of all roadways shall be considered in their relationship to existing and planned streets and roads, to topographical conditions,

maintenance considerations, the delivery of emergency services, to public convenience and safety, in their relation to the proposed uses of the land to be served by them, and to impacted lands outside the subdivision.

An internal loop road style system is already created for this development. The roads will still need to be certified as meeting County Subdivision Road Standards by a professional engineer.

5. Per Chapter V-H-c-xi of the Broadwater County Subdivision Regulations, all road names shall be reviewed and approved by the County Planner. All road name signs and traffic control signs shall be installed by the subdivider.

Road names for this subdivision have already been approved by the filing of the previous subdivision, Eagle Ridge Estates.

Conditions of Approval Numbers 6, 7-b, 8 and 9 are required to mitigate impacts on roads and traffic under local services. (A full list of the Conditions of Approval is found starting on page number 13)

FINDINGS OF FACT REGARDING SCHOOLS:

1. The proposed subdivision is located in the Three Forks School District. This development could potentially add eight (8) additional school age children to the school district. According to the preliminary plat application, the impact on the schools will be minimal. Also, bussing turnarounds are not required.

No Conditions of Approval are required to mitigate any impacts to schools under local services.

FINDINGS OF FACT REGARDING EMERGENCY SERVICES:

1. Per Chapter V-C of the Broadwater County Subdivision Regulations, the governing body may find land to be unsuitable for subdivision because of potential hazards. These lands must not be subdivided unless the hazards are eliminated or will be mitigated by approved design and construction plans. Examples of hazards that could render property unsuitable for subdivision or require mitigation include (but are not limited to) the following: high potential for wildfire or vehicular traffic hazards.

The Broadwater County Sheriff's Office will provide law enforcement services, with the potential for assistance from Gallatin County Sheriff's Office. Three Forks Ambulance will provide emergency medical and ambulance services. Fire protection will come from Three Forks Rural Fire District.

The posting of valid physical addresses will benefit emergency providers responding to an event.

The proposed subdivision will utilize emergency water from the Fire Pond located at the intersection of Price Road and Kite Drive.

2. Per Chapter V-Q of the Broadwater County Subdivision Regulations, a fire plan will be created with the Fire Protection Authority (FPA) with jurisdiction for the area in which the subdivision is located.

According to the preliminary plat application, a letter requesting comments has been mailed to the Three Forks Fire Department by the developer. The Three Forks Rural Fire District responded on May 2, 2022 accepting the Fire Protection Plan with no changes or recommendations.

Conditions of Approval Number 3 is required to mitigate impacts on emergency services under local services. (A full list of the Conditions of Approval is found starting on page number 13)

FINDINGS OF FACT REGARDING PARKLAND:

1. The proposed subdivision shall be in compliance with the parkland requirements under Chapter V-P of the Broadwater County Subdivision Regulations.

According to 76-3-621(8)(a), MCA A local governing body may, at its discretion, require a park dedication for: (i) a subsequent minor subdivision.

The Planning Board recommended that no conditions of approval are required to mitigate impacts on local services under parkland. (A full list of the Conditions of Approval is found starting on page number 13)

CONCLUSION: The impacts to local services (water, wastewater, solid waste, utilities, roads, traffic, schools, emergency services, and parkland), as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

IMPACTS ON THE NATURAL ENVIRONMENT

FINDINGS OF FACT:

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

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

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

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

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

A Noxious Weed Management Plan has been completed by the developer, submitted, and approved by the Broadwater County Weed Coordinator and the Broadwater County Weed Board.

Conditions of Approval Numbers 2 and 7-c are required to mitigate impacts on the natural environment. (A full list of the Conditions of Approval is found starting on page number 13)

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

IMPACTS ON WILDLIFE

FINDINGS OF FACT:

1. Per Chapter III-A-7-b-iv-E of the Broadwater County Subdivision Regulations, the governing body shall consider the proposed development's impact on wildlife when approving, conditionally approving or denying a subdivision.

Since the area of proposed development is part of an existing subdivision, impacts to wildlife should be minimal.

Conditions of Approval Number 7-h is required to mitigate impacts on wildlife. (A full list of the Conditions of Approval is found starting on page number 13)

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

IMPACTS ON WILDLIFE HABITAT

FINDINGS OF FACT:

1. Per Chapter II-A-7-b-iv-F of the Broadwater County Subdivision Regulations, the governing body shall consider the proposed development's impacts on wildlife habitat when approving, conditionally approving or denying a subdivision.

Since the area of proposed development is part of an existing subdivision, the impacts to wildlife habitat should be minimal.

Conditions of Approval Number 7-h is required to mitigate impacts on wildlife habitat. (A full list of the Conditions of Approval is found starting on page number 13)

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

IMPACTS ON PUBLIC HEALTH AND SAFETY

FINDINGS OF FACT:

1. Per Chapter V-C of the Broadwater County Subdivision Regulations, the governing body may find land to be unsuitable for subdivision because of potential hazards. These lands must not be subdivided unless the hazards are eliminated or will be mitigated by approved design and construction plans. Examples of hazards that could render the property unsuitable for subdivision or require mitigation include (but are not limited to) the following: steep slopes in excess of 25 percent slope; polluted or non-potable water supply; high voltage lines; high pressure gas lines; severe toxic or hazardous waste exposure; aircraft or vehicular traffic hazards or congestion; and/or high potential for wildfire.

No steep slopes are located on this property. The potable water will be supplied by individual on-site wells. No high voltage lines or high pressure gas lines are approximate to this proposed development. There is no threat of severe toxic waste exposure or high potential for wildfire. A fire plan has been created in collaboration with the Three Forks Fire District.

Conditions of Approval Numbers 3, 7-c, 7-d, 7-e and 7-f are required to mitigate impacts on public health and safety. (A full list of the Conditions of Approval is found starting on page number 13)

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

COMPLIANCE WITH SUBDIVISION REGULATIONS

FINDINGS OF FACT:

1. Per Chapter V of the Broadwater County Subdivision Regulations, all subdivisions approved by the governing body must comply with the provisions of this section, except where granted a variance pursuant to Section I-1, Variances.

No variances have been requested from the Subdivision Regulations for this proposed subdivision.

All conditions of approval are required to address compliance with the Subdivision Regulations. (A full list of the Conditions of Approval is found starting on page number 13)

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

COMPLIANCE WITH SURVEY REQUIREMENTS

FINDINGS OF FACT:

1. Per Chapter V-E of the Broadwater County Subdivision Regulations, all subdivision applications must be in compliance with survey requirements of the Montana Subdivision and Platting act.

A land survey and plat completed by a registered land surveyor in the State of Montana has been prepared. A review of the plat by the Community Development Department and the Examining Land Surveyor at the time the final plat application is submitted, will ensure the plat conforms to all conditions of approval, plat rules and regulations

Condition of Approval number 6 is required to address compliance with survey requirements. (A full list of the Conditions of Approval is found starting on page number 13)

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

THE PROVISION OF EASEMENTS WITHIN AND TO THE PROPOSED SUBDIVISION FOR THE LOCATION AND INSTALLATION OF ANY PLANNED UTILITIES

FINDINGS OF FACT:

1. Per Chapter V-M of the Broadwater County Subdivision Regulations, the subdivider must provide adequate and appropriate easements for the construction of utilities within the subdivision.

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

Conditions of Approval number 6-b is required to address the provision of easements within and to the proposed subdivision for the location and installation of planned utilities. (A full list of the Conditions of Approval is found starting on page number 13)

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

THE PROVISION OF LEGAL AND PHYSICAL ACCESS TO EACH PARCEL WITHIN THE PROPOSED SUBDIVISION

FINDINGS OF FACT:

1. Per Chapter V-F of the Broadwater County Subdivision Regulations, each subdivision lot must have access to a public or private street or road.

Access to each lot will be via the internal subdivision roads.

2. Per Chapter V-H-c-vii-C-1-a, b and c of the Broadwater County Subdivision Regulations, all roadways within a proposed subdivision shall have dedicated easements providing public access to the subdivision and shall constitute an acceptable roadway when the easement is accepted by the governing body, recorded in the Office of the Clerk and Recorder and clearly grants to the public an unrestricted right of ingress and egress.

All roads within the subdivision will have to be dedicated as public access easements and shown on the final plat, signed and approved by the governing body at time of final plat approval and recorded in the Broadwater County Clerk and Recorder's office.

3. Per Chapter V-H-c-vii-C-1-d of the Broadwater County Subdivision Regulations, all roadways within a proposed subdivision shall have dedicated easements providing public access to the subdivision and shall constitute an acceptable roadway when a signed statement from a professional engineer documenting that roads are built according to engineering plans and county standards.

A condition of approval for the proposed subdivision will require a signed and stamped road plan from the project engineer, and upon time of final plat approval request shall provide a certification letter from the project engineer that all subdivision roadways meet current Broadwater County subdivision road standards.

4. Per Chapter V-H-c-vii-C-1-a through e of the Broadwater County Subdivision Regulations, all roadways within a proposed subdivision shall have dedicated easements providing public access to the subdivision and shall constitute an acceptable roadway when a Property Owners'/Road Users' Agreement for maintenance of the roadway is provided to the governing body.

A condition of approval for proposed subdivision will require a Road Users' Agreement for maintenance of the subdivision roadways

Conditions of Approval Number 4 and 6 are required to address the provision of legal and physical access to each parcel within the proposed subdivision. (A full list of the Conditions of Approval is found starting on page number 13)

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

Based on these finding of fact and conclusions for each criterion, the Community Development Director concludes that the proposed subdivision is supported under the criteria and standards of the Broadwater County Subdivision Regulations.

GREENEWAY SUBSEQUENT MINOR SUBDIVISION

CONDITIONS OF APPROVAL

JULY 29, 2022

On August 2, 2022, the Broadwater County Planning Board held a public meeting regarding the proposed Greenway Subsequent Minor Subdivision located in a portion of the SW ¼ of Section 29 and a portion of the SE ¼ of Section 30, T3N, R1E, P.M.M., Broadwater County, Montana

The preliminary approval is for five (5) residential lots. To mitigate identified adverse impacts, this approval is subject to the following conditions:

1. Prior to submission of a final plat application, the applicant shall submit plans for wastewater treatment and water supply systems to the Montana Department of Environmental Quality (DEQ) and the Broadwater County Environmental Health Department for review and approval. The applicant shall submit documentation to the Broadwater County Community Development Department from DEQ and the Broadwater County Environmental Health Department verifying their review and approval. All specifications and requirements of the approved plans that are required to be completed prior to final plat approval, shall be met at the cost of the applicant. (**Mitigates Findings of Fact under “Impacts on Water and Wastewater under Local Services”**) (Sections 76-4-101, et.seq., MCA; Sections 17.36.101, et.seq., ARM; Sections 76-3-102(4), 504(1)(g)(iii), and 608(3)(a), MCA; Chapters I.C.7, 8, 9, 10, 11 and V-C, V-K and V-L, Broadwater County Subdivision Regulations)
2. Prior to any development and/or soil disturbance, the applicant shall submit a Subdivision Noxious Weed Management and Revegetation Plan for the proposed subdivision to the Broadwater County Weed District for review and approval. All specifications and requirements of the approved plan shall be met at the cost of the applicant. The applicant shall submit documentation to the Broadwater County Community Development Department from the Weed District verifying their review and approval. (**Mitigates Findings of Fact under “Impacts on Agriculture and Impacts on Natural Environment”**) (Sections 76-3-102(5 and 6), and 608(3)(a), MCA; Chapters I-C-9 and V-R, Broadwater County Subdivision

Regulations)

3. Prior to submitting the final subdivision plat application, the applicant shall complete a Fire Protection Plan for the purpose of furthering fire protection. The developer shall submit evidence that they have informed the TFFD of the subsequent transfer of the fire fill site to private ownership. The Fire Protection Plan shall be created with concurrence by the Three Forks Fire District. **(Mitigates Findings of Fact under “Impacts on Emergency Services under Local Services and Impacts on Public Health and Safety”)** (Sections 76-3-102, 501, 504 and 608(3), MCA; Chapter V-Q, Broadwater County Subdivision Regulations)
4. Prior to final plat approval the developer shall provide written confirmation from all landowners along the subdivision road Kite Drive, that they approve of the use of this road for the subsequent subdivision. **(Mitigates Findings of Fact under “The provision of legal and physical access to each parcel within the proposed subdivision”)** (Chapter V-H and Definitions – 1, Broadwater County Subdivision Regulations)
5. Prior to final plat approval, the applicant shall have plans for the location and installation of mailbox units reviewed and approved by the United States Postal Service prior to installation. The applicant shall submit documentation from the United States Postal Service verifying their approval. The applicant shall be responsible for all costs associated with meeting this condition of approval. **(Mitigates Findings of Fact under “Impacts on Mail Delivery under Local Services”)** (Sections 76-3-102(4), 501(1), and 608(3) (a and b), MCA; Chapters I-C-10 and V-I, Broadwater County Subdivision Regulations)
6. The applicant shall, at the applicant’s expense, have a final subdivision plat prepared in accordance with the applicable state survey requirements and the Broadwater County Subdivision Regulations; in addition, the final plat shall show and describe the following: **(Mitigates Findings of Fact under “Impacts on mail Delivery, Utilities, Roads and Traffic under Local Services”, “Compliance with Survey Requirements, the provision of Easements within and to the Proposed Subdivision for the Location and Installation of any Planned Utilities and Provision of Legal and Physical Access to each Parcel within the Proposed Subdivision”)** (Sections 76-3-102, 402, 501, 504 and 608 (3), MCA; Chapters I-C and V-E, Broadwater County Subdivision Regulations)
 - a. A “no access” restriction along the northeastern subdivision boundary adjacent to Price Road;
 - b. All existing and proposed utility easements on the subject property;
 - c. Any existing ditch/irrigation easements;
 - d. Mailbox locations and easements, if on-site;
 - e. Easements for fire protection facilities, if on-site;
 - f. Easements for stormwater conveyance and detention/retention ponds, if on-site;
7. The Book and Page reference to the restrictive covenants (filed with the Clerk and Recorder’s Office) shall be indicated on the face of the plat. In addition, restrictive covenants shall be placed upon the property and shall provide for the following: **(Mitigates Findings of Fact under all Review Criteria listed in the Staff Report)** (Section 76-3-

608(3)(a), MCA; Chapters I-C and V, Broadwater County Subdivision Regulations)

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

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

- h. Notice is hereby given that domestic pets should be restrained on the property at all times **(Mitigates Findings of Fact under “Impacts on Agriculture, Impacts on Agricultural Water User Facilities, Impacts on Wildlife and Wildlife Habitat”)** (Section 76-3-608(3)(a), MCA; Chapter I-C and III-A-7, Broadwater County Subdivision Regulations)
8. In cooperation with Broadwater County, the applicant shall create, or expand an existing, Rural Improvement District for the maintenance, preservation and repair of the internal subdivision roads. **(Mitigates Findings of Fact under “Impacts on Road and Traffic under Local Services”)** (Sections 7-11-1003, 76-3-102, 501, 504 and 608(3), MCA; Chapter V-H-b, Broadwater County Subdivision Regulations)
9. The applicant shall submit a signage plan for traffic control and street identification signs for the internal access roads to the Community Development Department for review and approval. All specifications and requirements of the approved plan shall be met at the cost of the applicant. **(Mitigates Findings of Fact under “Impacts on Roads and Traffic under Local Services”)** (Section 76-3-608, MCA; Chapters I-C and V-H-c-xi, Broadwater County Subdivision Regulations)
10. Prior to final plat approval the applicant shall:
 - a. Provide proof that all real property taxes and special assessments assessed and levied on the property are paid for the current tax year; including any past delinquencies **(Mitigates Findings of Fact under “Compliance with the Subdivision Regulations”)** (Section 76-3-611(1)(b), MCA; Chapter III, Broadwater County Subdivision Regulations)
 - b. Provide documentation showing that the applicant is the lawful owner of the property with the apparent authority to subdivide the same and showing the names of lien holders or claimants of record **(Mitigates Findings of Fact under “Compliance with the Subdivision Regulations”)** (Section 76-3-612, MCA; Chapter III, Broadwater County Subdivision Regulations)

This preliminary approval shall be in force for three (3) calendar years. At the end of this approval period, the Board of County Commissioners may, at the written request of the applicant, extend its approval if that approval period is included as a specific condition of a written agreement between the Board of County Commissioners and the applicant. **(Mitigates Findings of Fact under “Compliance with the Subdivision Regulations”)**

REFERRAL AGENCY COMMENTS:

Requests for comments were sent by the applicant to the following agencies:

Three Forks School District

Three Forks Ambulance

Broadwater Health Center

Three Rivers Medical Center

Broadwater County Weed District

Broadwater County Sheriff's Department

Three Forks Fire District

MT State Historic Preservation Office

GENERAL INFORMATION:

Statutory Timeframes:

Date Application Submitted: March 21, 2022

Date Application Deemed Complete: May 2, 2022

Date Application Deemed Sufficient: May 23, 2022

Date Review Period Ends: September 6, 2022

DATED this _____ day of August, 2022

BROADWATER COUNTY COMMISSION

ATTEST:

Darrel Folkvord, Chairperson

Angie Paulsen, Clerk & Recorder

Michael Delger

Debi Randolph

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Disc \$	Document \$/ Line \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
17139		17920 AUTO TRIM DESIGN OF MT Removal of old graphics and install of new graphics / 2019 chevy Tahoe police vehicle	878.00								
		Install new graphics for 2022 ford police vehicle									
		20214692 06/28/22 Removal of graphics on vehic	549.00			2300		420110	220		101000
		20214691 06/28/22 Install of new graphics	329.00			2300		420110	220		101000
17140		16857 BOBS SUPERMARKET Water & paper plates	15.56								
		03-1664345 08/12/22 Water & paper plates	15.56			5410		430810	220		101000
17141		2431 CALIFORNIA DEPARTMENT OF MOTOR California Driver Record Request - State v. Jason Robert 08/15/22 California Driver Rec Request	5.00			1000		411110	320		101000
17142		2183 CINTAS First Aid Supplies	338.61								
		5119561563 08/09/22 First Aid Supplies	338.61			2110		430210	220		101000
17143		1437 DIS TECHNOLOGIES DIG advanced Protection for Sheriff's Office Tera Station for hard drive backup storage	4,852.49								
		Tera Station for video backup storage									
		10003 07/25/22 DIG advanced Protection for Sh	964.99			2300		420110	398		101000
		10074 08/08/22 Tera Station for hard drive ba	2,037.50			2300		420115	398		101000
		10075 08/08/22 Tera Station for Video Back up	1,850.00			2300		420115	398		101000
17144		19008 DOLAN, BROOKE R. Mileage reimbursement	270.00								
		08/16/22 mileage reimbursement	270.00			2917		410370	370		101000
17145		2645 FACTORY OUTLET STORE Mobile phones for communications vehicle grant	2,499.75								
		12036942E 05/12/22 mobile phones for communi v	2,499.75			2382		420740	220		101000
17146		2494 FLOYD'S TRUCK CENTER T915 Hb Gramsm Bod	817.25								
		X401169465 08/09/22 T915 Hb Gramsm Bod	817.25*			5410		430810	330		101000

* ... Over spent expenditure

Claim	Check	Invoice #/Name/ Vendor #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
17147		2633 GARLINGTON, LOHN, & ROBINSON, Legal Services - Broadwater Co. v Josh Peters 1012457 08/03/22 Legal Sevices	3,880.00			1000 411110	350	101000
17148		342 HEDSTROM COMPLETE AUTO REPAIR 2021 Dodge police vehicle oil change 15270 07/29/22 oil change for 2021 Dodge	84.65			2300 420110	360	101000
17149		1847 JACKSON, MURDO, & GRANT, P.C. Tax abatement for solar project - July 17240 08/03/22 Tax abatement for solar projec	1,412.50			1000 411190	350	101000
17150		335 LEHRKINDS INC. water 1972139 08/15/22 water	20.10			1000 410900	220	101000
17151		2130 MALONE, WILLIAM reimbursement for parts for Limestone Hills Radio tower control room AC motor 08/04/22 Parts reimbursement	239.92			2850 420750	220	101000
17152		1487 MONTANA ENERGY ALLIANCE, LLC Tank Rental Fee Propane refill 4-H Building	1,279.95			2160 460210	340	101000
		E053460 07/31/22 Tank Rental Fee	160.00			2160 460210	340	101000
		U0178744 08/10/22 Propane refill 4-H Building	1,119.95			2160 460210	340	101000
17153		2638 MT 43 NEWS El Wencho Concert Ad	99.84			2160 460210	330	101000
		14 08/15/22 El Wencho Concert Ad	99.84			2160 460210	330	101000
17154		18475 MT BROOM & BRUSH SUPPLY supplies	1,840.45			2300 420230	220	101000
		229283 07/12/22 Bath tissue/gloves/garbage bag	1,001.07			2300 420230	220	101000
		229283-01 07/19/22 Bath Tissue	469.68			2300 420230	220	101000
		227793-01 07/07/22 Powerball cleaning tabs	290.70			2300 420230	220	101000
		228449 07/07/22 Soap dispenser	79.00			2300 420230	220	101000
17155		1925 RAUSER, NICK Per Diem for travel to pick up detention van 08/15/22 travel per diem to pick up van	100.00			2300 420110	370	101000

08/18/22
16:33:49

BROADWATER COUNTY
Claim Approval List
For the Accounting Period: 8/22

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* ... Over spent expenditure

Claim	Check	Invoice #/Name/ #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
17156		19187 ROCKY MOUNTAIN SUPPLY police vehicle supplies		22.98					
	322143	07/31/22 windshield wiper fluid		4.99			2300 420110	230	101000
	321891	07/31/22 windshield wipers		17.99			2300 420110	230	101000
17157		1821 SETCO INC Single Bolt Blade, Plowbolt		892.75					
	226572	06/21/22 Single slot Blade, Plowbolt		892.75			5410 430810	230	101000
17158		1303 SPURLOCK, JOHNNIE B per diem for training Great Falls 07/06/22 per diem for training		75.50					
				75.50			2300 420230	370	101000
17159		2646 MICHIGAN DEPARTMENT OF STATE State of Michigan Driver Record Request - State v Shawn Ice 08/15/22 Driver Record Request		12.00					
				12.00			1000 411110	320	101000
17160		19822 STATE OF MONTANA Alcaro, Gary Full Autopsy		1,500.00					
	MDFS22-238	07/29/22 Alcaro, Gary Full Autopsy		1,500.00			2300 420800	398	101000
17161		2377 THE LODGE OF TOWNSEND Lodge rental for MACO District Meeting		350.00					
	70	08/11/22 Lodge Rental for MACO meeting		350.00*			2900 410110	530	101000
17162		20 TOWN & RANCH TRUE VALUE Shovel for cold case search		93.98					
	2207088271	07/26/22 shovel for cold case search		93.98			2300 420110	220	101000
17163		1-9313-TOWNSEND-DRUG Inmate meds for July FY 22		1,628.24					
	07/31/22	Inmate meds for July FY 22		1,628.24			2300 420230	351	101000
17164		729 VIGILANTE ELECTRIC COOPERATIVE, Electric Charges for July 2022		89.53					
	5235382022	08/08/22 Electric Charges for July		89.53*			7260 431700	340	101000
17165		2038 VOICE PRODUCTS SERVICE LLC Maintenance and contract for 911 recording systems		18,003.00					
	AR106951	08/08/22 Maintenance/contract for 911		18,003.00			2850 420750	398	101000

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BROADWATER COUNTY
Claim Approval List
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* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
17166		1028 WE DUST CONTROL & DE-ICING INC Application of Mag Chloride for Dust Control		4,594.20			2502		430210	398		101000
		200410691 08/09/22 Application of Mag Chloride		4,594.20*								
17167		1948 WOOD, MARK Per Diem for travel to pick up detention van		100.00			2300		420110	370		101000
		08/15/22 per diem for travel		100.00								
		# of Claims	29	Total:	45,996.25							

Fund/Account	Amount
1000 GENERAL	
101000 CASH	
2110 ROAD	\$5,329.60
101000 CASH	
2160 FAIR	\$338.61
101000 CASH	
2300 PUBLIC SAFETY	\$1,379.79
101000 CASH	
2382 SEARCH & RECOVERY	\$11,176.29
101000 CASH	
2502 ROLLING GLEN RANCH ROAD	\$2,499.75
101000 CASH	
2850 911 EMERGENCY	\$4,594.20
101000 CASH	
2900 PILT	\$18,242.92
101000 CASH	
2917 CRIME VICTIMS ASSISTANCE	\$350.00
101000 CASH	
5410 SOLID WASTE/LANDFILL	\$270.00
101000 CASH	
7260 TV DIST	\$1,725.56
101000 CASH	
	\$89.53
Total:	\$45,996.25

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BROADWATER COUNTY is hereby authorized to draw warrants against BROADWATER COUNTY funds for the sum of claims listed here after, on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2022 to June 30, 2023 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

DEBRA RANDOLPH COMMISSIONER - DISTRICT 1

MICHAEL DELGER COMMISSIONER - DISTRICT 2

DARREL FOLKVORD COMMISSIONER - DISTRICT 3

BROADWATER COUNTY