

**BROADWATER COUNTY COMMISSIONERS**  
**515 Broadway, Townsend**

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

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.

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 (1<sup>st</sup> floor bulletin board), Broadwatercountymt.com, on the bulletin board on the 1<sup>st</sup> Floor of the courthouse, and in the window of the Flynn Building at least 48 hours in advance of the meeting.

**All County Offices closed on November 8<sup>th</sup> (Election Day)**  
**except County Election Office**

**Monday, November 7, 2022**

- 10:00 AM**      **Discussion and Decision, Resolution of Intent to Consider Consolidation of Certain Offices and Notice of Hearing**
- 10:10 AM**      **Discussion and Decision, DNRC ARPA Grant for Fairgrounds Wastewater Project (\$105,000.00)**
- 10:15 AM**      **Discussion and Decision, Nichole Brown, Community Development Director, McRae Minor Subdivision, request final plat approval**
- 10:30 AM**      **Discussion and Decision, Nichole Brown, Community Development Director, Kurtz Family Transfer COS**
- 10:35 AM**      **Discussion and Decision, Nichole Brown, Community Development Director, Wilken Boundary Relocation**
- 10:40 AM**      **Discussion and Decision, Nichole Brown, Community Development Director, Brady BLR (Building for Lease or Rent)**

*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](mailto:commissioners@co.broadwater.mt.us)

*\*Please note that these times and dates may change. For the most recently updated information, please visit our website at [www.broadwatercountymt.com](http://www.broadwatercountymt.com).*

#### Future Meetings

November 8 ***ELECTION DAY (All County Offices closed except County Election Office)***

November 9 *Weed Board Meeting*

November 15 *Planning Board Working Meeting*

Resolution 2022-\_\_\_\_\_

RESOLUTION OF INTENT TO CONSIDER CONSOLIDATION  
OF CERTAIN OFFICES AND NOTICE OF HEARING

Be it Resolved, by the Board of County Commissioners of the County of Broadwater, State of Montana, in lawful session convened, that said Board of Commissioners intends to consider the consolidation of the offices of Clerk and Recorder and County Surveyor.

A public hearing on said resolution of intent shall be held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_\_ a.m. in the Flynn Building at 416 Broadway, Townsend, Montana.

The County Clerk is directed to publish notice of this resolution of intent in accordance with § 7-1-2121, Montana Coded Annotated.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Darrel Folkvord, Chairman

\_\_\_\_\_  
Mike Delger, Commissioner

\_\_\_\_\_  
Debi Randolph, Commissioner

DEPARTMENT OF NATURAL RESOURCES  
AND CONSERVATION

Conservation and Resource Development Division



GREGGIANFORTE, GOVERNOR

1539 ELEVENTH AVENUE

STATE OF MONTANA

DIRECTOR'S OFFICE: (406) 444-2074  
FAX: (406) 444-2684

PO BOX 201601  
HELENA, MONTANA 59620-1601

August 1, 2022

Darrel Folkvord, Chair  
Broadwater County Commission  
515 Broadway Street  
Townsend, MT 59644

Re: Broadwater County - Fairgrounds Sanitary Sewer Improvements

Dear Chair Folkvord:

Please find enclosed American Rescue Plan Act (ARPA) Water & Sewer sub-award through House Bill 632 for the Broadwater County - Fairgrounds Sanitary Sewer Improvements project. These funds are a sub-award of the ARPA funding provided to the State of Montana under Assistance Listing Number (ALN) (formerly known as CFDA) 21.027 and are contingent upon activities within the project meeting ARPA eligibility and all applicable guidance as well as conditional on funding availability from the federal Department of Treasury.

Projects such as yours provide the necessary investments in water and sewer infrastructure Montanans need as part of our state's economic recovery.

This award will be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. The Audit Requirements of the Uniform Guidance, including implementing the Single Audit Act, shall apply to this award. Please see Treasury's guidance [<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>] for more detailed information on reporting and auditing requirements. Please note that cost overruns beyond the award will be the responsibility of the subrecipient.

Please sign both copies of the sub-award and return. Following signature from DNRC, we will return an executed copy for your records. If you have any questions, please contact Shawna Swanz, Grant Manager at the Department of Natural Resources and Conservation, at 406-444-5467 or [shawna.swanz@mt.gov](mailto:shawna.swanz@mt.gov).

Again, congratulations and good luck on the successful completion of your project.

Sincerely,

A handwritten signature in cursive script that reads "Shawna Swanz".

Shawna Swanz  
ARPA Grant Manager



**AMERICAN RESCUE PLAN ACT (ARPA)  
GRANT AGREEMENT  
CONSERVATION AND RESOURCE DEVELOPMENT DIVISION  
MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION**

Recipient: Broadwater County

Project Name: Broadwater County - Fairgrounds Sanitary Sewer Improvements


Grant Number: AM-22-0117

Submission ID: 22409001

**Declarations**

- Section 1. Purpose
- Section 2. Term
- Section 3. DNRC's Role
- Section 4. Project Scope
- Section 5. Project Budget
- Section 6. Availability of Funds
- Section 7. Disbursement
- Section 8. Reports
- Section 9. Records and Audits
- Section 10. Project Monitoring and Access for Inspection and Monitoring
- Section 11. Employment Status and Workers' Compensation
- Section 12. Equal Employment
- Section 13. Indemnity and Liability
- Section 14. Compliance with Applicable Laws
- Section 15. Copyright - Government Right to Use
- Section 16. Acknowledgement of Support
- Section 17. Conflicts of Interest.
- Section 18. Remedial Actions
- Section 19. Hatch Act
- Section 20. False Statements
- Section 21. Debts Owed to the Federal Government
- Section 22. Disclaimer
- Section 23. Protections for Whistleblowers
- Section 24. Increasing Seat Belt Use in the United States
- Section 25. Reducing Text Messaging While Driving

- Section 26. Failure to Comply
- Section 27. Assignment and Amendment
- Section 28. Montana Law and Venue
- Section 29. Waiver
- Section 30. Entire Agreement
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting Requirements
- Attachment D – Assurance of Compliance with Civil Rights Requirements

<i>FOR DNRC USE ONLY</i>			<div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center;"><b>Approved</b></p> <p>No. <u>AM-22-0117</u></p> <p>Division _____</p> <p>F.S.O. <u>[Signature]</u></p> <p>Legal. <u>[Signature]</u></p>    </div>
<b>Maximum Amount under this Grant:</b>		<b>\$105,000.00</b>	
<b>Source of Funds</b>			
<b>Fund Name</b>	<b>Fund No.</b>		
ARPA State Recovery Section 602	03920		
<b>ALN#</b>	<b>FAIN #</b>		
21.027	SLFRP1747		
<b>Subclass</b>	<b>Org. No.</b>	<b>Amount</b>	
54042	34223117M	\$105,000.00	
<b>Appropriation Authority: 67th Legislature 2021 HB632</b>			

**GRANT AGREEMENT BETWEEN THE MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION AND BROADWATER COUNTY**

**THIS SUBAWARD** (also referenced as "Grant Agreement" or "Agreement"), is administered by the Montana Department of Natural Resources and Conservation (DNRC) by the Resource Development Bureau (Program) and is accepted by **Broadwater County**, hereinafter referred to as the Subrecipient and represented by **Darrel Folkvord**, and successors, **Chair, County Commission, 515 Broadway Street, Townsend, MT 59644, dfolkvord@co.broadwater.mt.us, (406) 266 - 9272**. Both parties agree to the following terms and conditions:

**SECTION 1. PURPOSE.** Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 602, which authorizes the United States Department of Treasury ("Treasury") to make payments to certain subrecipients from the Coronavirus State Fiscal Recovery Fund ("ARPA funds"). House Bill 632 governs the State's appropriation. The State of Montana received the funds on May 24, 2021. The purpose of this Grant Agreement ("Agreement") is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for **Broadwater County - Fairgrounds Sanitary Sewer Improvements**.

**SECTION 2. TERM.** The effective date of this Agreement is the date of last signing and ends **September 30, 2023**. As set forth in the Treasury's Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Interim Final Rule 86 Fed. Reg. 26786 ("Rule") and associated guidance issued on May 10, 2021, Subrecipient may use award funds to cover eligible costs incurred during the period that began on March 3, 2021, and ends on December 31, 2026. This agreement remains in effect until all reporting requirements as described in **SECTION 8. REPORTS** have been received by DNRC.

**SECTION 3. DNRC's ROLE.** DNRC is administering funds awarded by the Legislature to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. DNRC will monitor project expenditures to assure payment eligibility. DNRC assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project. The DNRC liaison for this Agreement is Shawna Swanz at 406-444-5467, shawna.swanz@mt.gov, DNRC/CARDD,



PO BOX 201601, Helena, MT 59620-1601 All requests for information and assistance, claims for grant funds, and reports shall be submitted to the DNRC liaison.

**SECTION 4. PROJECT SCOPE.** The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the **American Rescue Plan Act** Program Application dated **January 2022** are also incorporated herein by this reference. In the event content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

4.1 Plans and specifications for this project shall be prepared by a registered professional engineer licensed to practice in his or her areas of competence in the State of Montana. Plans and specifications shall be submitted to the Montana Department of Environmental Quality (DEQ) for review and approval prior to construction. Construction shall be in strict accordance with DEQ approved plans and specifications.

4.2 N/A

**SECTION 5. PROJECT BUDGET.** A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the DNRC liaison.

**SECTION 6. AVAILABILITY OF FUNDS.** Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the SLFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible. If a project is unable to secure necessary match funding as required by HB 632, DNRC may recoup ARPA funding. This section shall survive termination of this Agreement.

6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2.503 ARM) decision notice must be approved by the DNRC before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.

6.2 The DNRC must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the DNRC's continuation of performance of this Agreement in a subsequent fiscal period (§18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the DNRC shall terminate this Agreement as required by law. The DNRC shall provide the Subrecipient with the date the State's termination shall take effect. The DNRC shall not be liable to the Subrecipient for any payment that would have been payable had the Agreement not been terminated under this provision. The DNRC shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the DNRC's termination takes effect. This is the Subrecipient's sole remedy. The DNRC shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.



**SECTION 7. DISBURSEMENTS.** The Subrecipient must submit claims for funds to DNRC. Funds can only be expended for work described in **SECTION 4. SCOPE OF WORK.** In order to receive payment, the Subrecipient shall submit a project progress report described in **SECTION 8. REPORTS,** along with an itemized accounting of grant expenses incurred. Receipts, vendor invoices, inspection certificates, in-kind labor, and other documentation of costs incurred shall be submitted with the claims. DNRC will verify the claims and check them against the reports required in **SECTION 8. REPORTS** and the budget provided in **SECTION 5. PROJECT BUDGET.** DNRC will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in **SECTION 5. PROJECT BUDGET** and that are clearly and accurately supported by the Subrecipient's reports to DNRC. Total payment for all purposes under this Agreement shall not exceed **\$105,000.00.**

7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the DNRC liaison within 90 calendar days after the expiration of this Agreement to receive payment.

7.2 DNRC may withhold 10 percent of the total authorized grant amount until all the tasks outlined in **SECTION 4. PROJECT SCOPE** and the final report required by **SECTION 8. REPORTS** are completed and approved by DNRC.

**SECTION 8. REPORTS.** The Subrecipient is responsible for submitting project updates, a final report and a signed Certificate of Compliance to DNRC at project completion in accordance with all requirements stated in **Attachment C.** Pictures of the project site before, during, and after construction will be provided to the DNRC liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in **SECTION 15. COPYRIGHT – GOVERNMENT RIGHT TO USE.**

8.1 Quarterly progress reports for the periods ending each March, June, September, and December shall be submitted to the DNRC liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in **Attachment C.** Quarterly reports must be submitted to the DNRC liaison within 15 calendar days following the close of the quarterly period. No claims for disbursements will be honored if the quarterly report has not been approved or if there is a delinquent report.

8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in **Attachment C.** Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon DNRC receipt and approval of a report that meets requirements described in **Attachment C** and signed statements of completion (if applicable) and statement of compliance. Final reports must be submitted to DNRC within 90 days after the Agreement termination date.

8.3 N/A

8.4 N/A

8.5 Recipient agrees to comply with any additional reporting obligations established by Treasury, as it relates to this award.

**SECTION 9. RECORDS AND AUDITS.** Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The DNRC, the Montana legislative auditor, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing



regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

**SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING.** DNRC, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

**SECTION 11. EMPLOYMENT STATUS AND WORKER'S COMPENSATION.**

The project is for the benefit of the Subrecipient. DNRC is not an owner or general contractor for the project and DNRC does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the State of Montana or DNRC. The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to DNRC as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

**SECTION 12. EQUAL EMPLOYMENT.** In accordance with § 49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

**SECTION 13. DEFENSE, INDEMNITY, AND LIABILITY.** Subrecipient shall protect, defend, indemnify, and save harmless the State of Montana, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient, or any act or omission of Subrecipient's officers, agents, employees, or subrecipients. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

**SECTION 14. COMPLIANCE WITH APPLICABLE LAWS.** All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances.

**14.1** It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the project or required to be obtained by the time of completion of the project to be eligible for reimbursement funds under this Agreement. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§ 85-2-302(1), MCA), Change in Appropriation Right Authorization (§ 85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.

**14.2** Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into



this Agreement, shall not be taken to imply that any required permits or authorizations issued by DNRC or other state, federal, or local agency will be approved. The DNRC may review any procurement solicitations that Subrecipient issues. The DNRC's review and comments will not constitute an approval of the solicitation. Regardless of the DNRC's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review, the DNRC identifies any deficiencies, then the Department shall communicate those deficiencies to the Subrecipient within seven business days.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 18-2-401 to -432, MCA).

**14.3** It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2.503 ARM); and provide all required information requested by the DNRC related to any required MEPA decision.

#### **14.4 Compliance with Applicable Federal Law and Regulations**

Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. part 180 and Treasury's implementing regulation at 31 C.F.R. part 19.
  - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- a. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of

- race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
  - vi. the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 et seq.);
  - vii. the Uniform Federal Accessibility Standards (UFAS), as published by the United States Access Board;
  - viii. the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970;
  - ix. the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 CFR § 10.4);
  - x. the Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
  - xi. the Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
  - xii. the Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

**SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.** Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the State of Montana will have a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for state government purposes.

**SECTION 16. ACKNOWLEDGMENT OF SUPPORT.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP1747 awarded to State of Montana by the U.S. Department of the Treasury."

**SECTION 17. CONFLICTS OF INTEREST.** Recipient and subrecipient understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. §200.318(c) and that such conflict of interest policy is applicable



to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**SECTION 18. REMEDIAL ACTIONS.** In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

**SECTION 19. HATCH ACT.** Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**SECTION 20. FALSE STATEMENTS.** Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT.**

**21.1** Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient, shall constitute a debt to the federal government.

**21.2** Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

**SECTION 22. DISCLAIMER.**

**22.1** The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

**22.2** The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

**SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.**

**23.1** In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

**23.2** The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.

**23.3** Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. DNRC may request from Subrecipient copies of the information it provides its employees.

**SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

**SECTION 26. FAILURE TO COMPLY, BREACH, DEFAULT, REMEDIES.**

**26.1** If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives or orders from DNRC, DNRC may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the DNRC all unexpected funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the DNRC Conservation and Resource Development Division.

**26.2** The occurrence of any of the following events is a Subrecipient breach under this Agreement:

- i. failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
- ii. the Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or any Subrecipient breach/default specified in another section of this Agreement.

**26.3** Upon the occurrence of a breach, the DNRC shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.

However, if the DNRC determines that a public safety issue or an immediate public crisis exists, the DNRC will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the DNRC, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.



**26.4** If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the DNRC may exercise any or all the following remedies:

- i. pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
- ii. terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
- iii. suspend Subrecipient's performance; and
- iv. withhold applicable payment until the default is remedied.

**26.5** If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.

**SECTION 27. ASSIGNMENT AND AMENDMENT.** This Agreement is not assignable. Amendment may be accomplished only by express written agreement of the parties. Amendments will be attached as an integral component of this Agreement.

**SECTION 28. MONTANA LAW AND VENUE.** Any action or judicial proceeding for enforcement of the terms of this Agreement shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the First Judicial District, Lewis and Clark County, Montana. Each party will bear their own costs and attorney's fees.

**SECTION 29. WAIVER.** A waiver of any particular provision of this Agreement by the DNRC shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the DNRC from insisting on strict compliance with this Agreement in other circumstances.

**SECTION 30. ENTIRE AGREEMENT.** These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

The Subrecipient, **Broadwater County**, hereby accepts this grant (**AM-22-0117**) according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the Department of Natural Resources and Conservation.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

**Recipient:**

By: \_\_\_\_\_  
Subrecipient Signature

Darrel Folkvord  
\_\_\_\_\_  
Subrecipient Print Name and Title

For: **Broadwater County**  
Entity Name

\_\_\_\_\_  
Entity Tax ID #

\_\_\_\_\_  
Unique Entity Identifier # (UEI)

\_\_\_\_\_  
Date

**Department of Natural Resources and Conservation:**

By: \_\_\_\_\_  
DNRC Signature

\_\_\_\_\_  
Print Name and Title

For: **The Montana Department of Natural Resources and Conservation**

\_\_\_\_\_  
Date



## **Attachment A - Scope of Work Broadwater County - Fairgrounds Sanitary Sewer Improvements**

### **Background**

In 2020, Broadwater County collaborated with the City of Townsend and Broadwater County Trust Board to prepare a Master Plan for the Broadwater County Fairgrounds with significant public involvement. The public selected replacing the existing wastewater system as the highest priority project for the Broadwater County Fairgrounds. The existing system is too small to support the current use of the Fairgrounds, and there have been incidents of sewage backing up into the restrooms. In 2021, to avoid the sewer backing up, the Rodeo Board paid to have the septic tank pumped each day during the Fair, and the Fair Board paid to have porta-potties placed at several locations.

The Master Plan identified two options available for the new wastewater system. The County selection Option 1 to construct a new onsite wastewater facility at the Fairgrounds. The new system will allow the County to safely handle wastewater at the Fairgrounds.

### **Scope of Work**

The project will provide a system at the Broadwater County Fairgrounds that safely handles wastewater at an increased capacity to prevent sewer backups. The scope of work consists of project startup, grant administration, audit fees, engineering, restroom expansion, construction, and contingency.

ARPA Minimum Allocation Funds will be used for project administration and construction.

Construction will include the following activities:

- Replace the existing septic system with a decentralized wastewater system that will serve 1,500 people.
- Install a 1,000-gallon septic tank.
- Install two 5,000-gallon overflow dose tanks.
- Install an 850-gallon main dose tank with two half-horsepower pumps.
- Install 200 lineal feet of 6-inch PVC (polyvinyl chloride) collection mains.
- Install two manholes.
- Construct a drain field with three zones. Each zone will consist of three 45-foot 1.5-inch PVC laterals.
- Install 140 lineal feet of 2-inch PVC forcemain.
- Install 60 lineal feet of 1.5-inch PVC from the automatic distributing valve to the lateral manifold.
- Install on distributing valve that alternates the distribution of wastewater to the three drain field laterals.

Facilities will be designed and constructed in accordance with sound engineering practices and will meet the requirements of Federal, State, and local agencies.

**Schedule:**

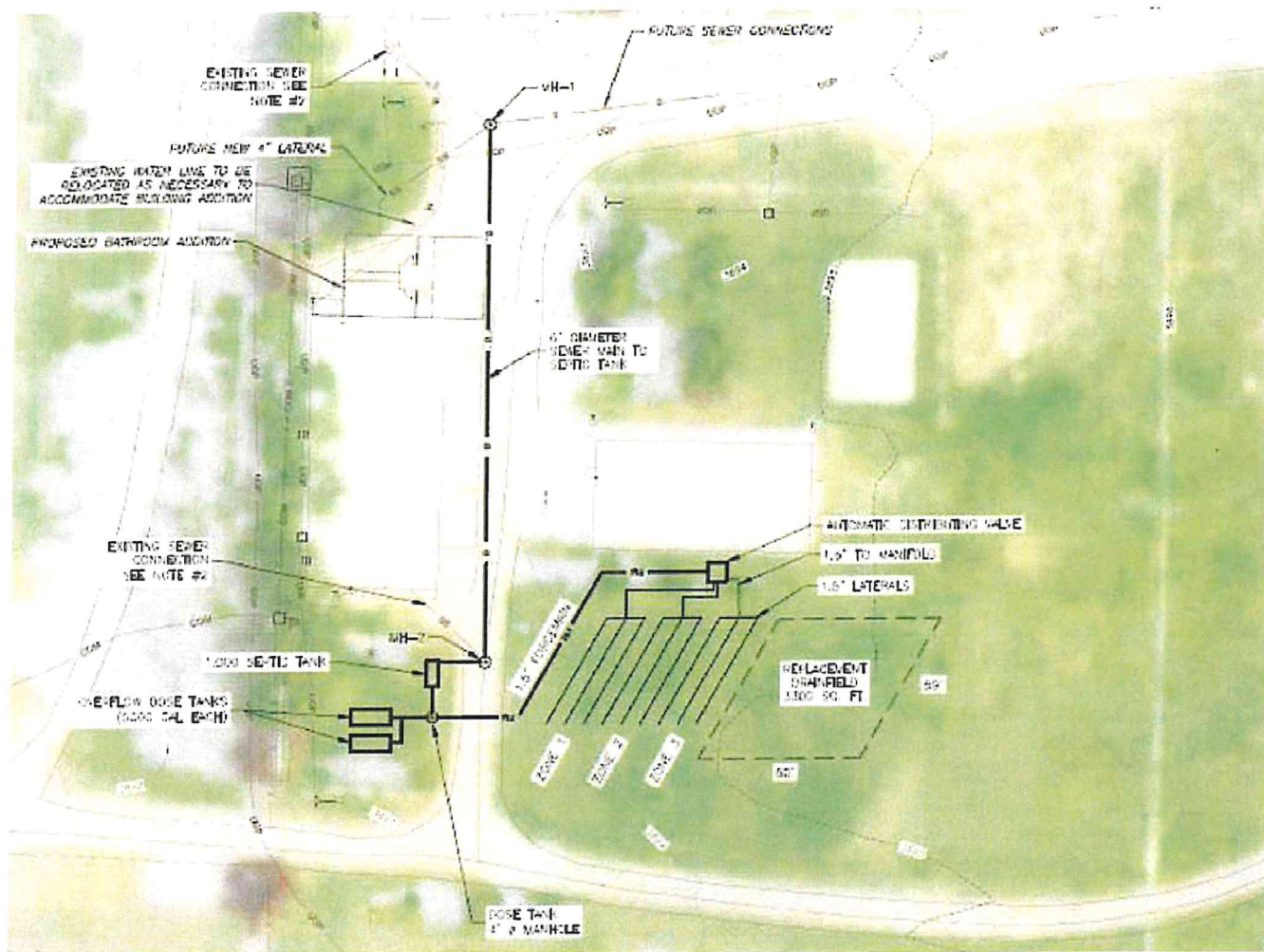
PROJECT DESIGN DATES			
Preliminary Design	Final Design	DEQ Plan Review	DEQ Plan Approval
April 2022	July 15, 2022	NA	NA

PROJECT BID DATES			
Bid Document Advertised	Selection	Award Notice	Notice to Proceed
August 15, 2022	September 15, 2022	October 1, 2022	October 15, 2022

PROJECT CONSTRUCTION DATES			
Construction Start	Construction Completion	Closeout	Final Documentation
October 15, 2022	June 15, 2023	July 1, 2023	July 1, 2023







**Attachment B – Budget  
Broadwater County - Fairgrounds Sanitary Sewer Improvements**

	<i>ARPA Minimum Allocation</i>	<i>Total Match</i>	<i>TOTAL</i>
<b>ADMINISTRATION</b>			
<b>TOTAL ADMINISTRATION</b>	<b>\$5,000.00</b>	<b>\$5,000.00</b>	<b>\$10,000.00</b>
<b>CONSTRUCTION RELATED ACTIVITIES</b>			
Engineering - Management, Field Survey, and Test Pits		\$3,900.00	<b>\$3,900.00</b>
Engineering - Design and Bidding		\$17,800.00	<b>\$17,800.00</b>
Restroom Expansion - Architectural Services		\$25,400.00	<b>\$25,400.00</b>
Construction	\$100,000.00	\$90,000.00	<b>\$190,000.00</b>
Contingency		\$10,000.00	<b>\$10,000.00</b>
<b>TOTAL ACTIVITY</b>	<b>\$100,000.00</b>	<b>\$147,100.00</b>	<b>\$247,100.00</b>
<b>TOTAL PROJECT BUDGET</b>	<b>\$105,000.00</b>	<b>\$152,100.00</b>	<b>\$257,100.00</b>

**SUMMARY OF MATCHING FUNDS**

<i>FUNDING SOURCE</i>	<i>AMOUNT</i>
ARPA Local Fiscal Recovery	\$105,000.00
Broadwater County Trust Board	\$47,100.00
<b>TOTAL</b>	<b>\$152,100.00</b>

## **Attachment C Reporting and Reimbursement Requirements**

### **Progress Reports**

The Subrecipient will provide progress reports to DNRC during the term of this Agreement. Reports will provide status information for each project implementation task and identify the reporting period. Status information will include, at a minimum:

- Project activities during the reporting period;
- Costs incurred;
- Funds remaining;
- Anticipated activities during the next reporting period, and
- Expected changes in scope, schedule or budget.

The Subrecipient shall report on total project costs including those funded by the Subrecipient and other matching funds. Significant problems encountered shall be noted and necessary scope and time-line modifications requested.

The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. DNRC will not honor claims for reimbursement if DNRC has not approved the progress report or if there is a delinquent report. Reimbursement requests must:

- Include a State of Montana vendor invoice signed by an authorized agent.
- Be billed by the tasks identified in the project scope of work and budget.
- Be supported by backup documentation of contractor invoices, receipts, cancelled checks, or other documentation of costs.

Subrecipient invoices need to relate clearly to the scope of work and budget in this Agreement.

Projects with multiple funding sources need to submit a uniform status of funds spreadsheet (provided by DNRC) or other means of tracking and documenting match and the project budget.

### **Final Report**

The Subrecipient must submit one hard copy and one electronic copy (pdf) of the final report that meets the requirements of this Attachment C to DNRC upon project completion. Final disbursement of funds is contingent upon DNRC receipt and approval of a final report that meets these requirements. Final reports must be submitted to DNRC within 90 days of the Agreement termination date.

Final reports must include a signed Certificate of Compliance (included in this attachment) to DNRC upon project completion.

Projects that included construction must also submit a signed Engineer's Statement of Completion. DNRC may also request as-built drawings for construction projects, IF APPLICABLE TO PROJECT.

Photos or news articles (scanned or digital links) are strongly encouraged with Reports.

The Subrecipient is not required to use the suggested format in this Attachment but must include the information listed below. At a minimum, the final report must describe the purpose and location of the project, project tasks, changes to the scope, schedule or budget, how the project met stated goals and objectives, how the project benefited resources, and the current project status. Final reports will be made available to the public on the DNRC website.



## Final Report Requirements

1. **Title Page:**
  - A. Subrecipient's name, address, and telephone numbers.
  - B. DNRC Grant Agreement Number
  - B. Name, address, and telephone of other contacts if primary contacts are not available.
  - C. Funding: total project cost and amount of agreement
  - D. State where copies of the report may be obtained (Subrecipient contact person name, address, phone number. An email address or website is acceptable).
  - E. A list of supporting documents (for example, construction completion reports or other project deliverables, if applicable)
2. **Introduction:** Describe the project history, location and purpose. Provide a project location map.
3. **Discussion and Results:**
  - A. Describe how project goals and tasks identified in the Agreement were completed:
    - Describe the planning process (for example: discuss project design, independent review, coordination with agencies, permits required and other activities).
    - Describe how each task listed in the scope of work was accomplished. Provide details on each task (for example: if trees were planted as an erosion control measure, state how many, the tree species, the age or size of the trees, and location of the plantings).
    - List the goals and/or objectives of the project as stated in the scope of work and briefly describe how they were met by the activities described in the tasks above. Discuss any differences between project goals and objectives and actual project results.
    - Provide an explanation for tasks that were not completed or any out-of-scope work.
    - Include a project map, data, and/or photos that document the project.
  - B. Summarize any problems encountered and solutions adopted. What would you do differently?
4. **Natural Resource and Public Benefits:**

Describe the project's overall benefits. What are the anticipated and realized benefits to resources and to the local and regional area of the completed project? Were these benefits realized? If not, explain why.
5. **Grant Agreement Administration & Project Costs:**
  - A. Work schedule: Compare the time allotted for project completion with actual schedule. Identify delays and discuss the reasons for delays.
  - B. Budget: Include a table that summarizes how the monies were spent by budget category or task as described in Attachment B and funding source (i.e. DNRC, Sponsor, other State or federal agencies). Explain cost overruns or savings. Discuss unbudgeted expenses that arose over the course of the project.
  - C. Match Funds: Identify all funds from other sources or in-kind services that were used to fund the project. If not all matching funds were spent provide a justification.
6. **Project Completion and Certification**
  - A. Subrecipient's Certificate of Compliance (must be signed for all projects).
  - B. As Built Drawings, if requested by the DNRC (construction projects only).
  - C. Engineer's Statement of Final Completion (if applicable).
  - D. Photos or news articles (scanned or digital links) are strongly encouraged with Final Reports.
7. **Final Report submitted electronically (PDF)**



**FINAL REPORT**  
**CERTIFICATE OF COMPLIANCE**

Subrecipient: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Grant Number: \_\_\_\_\_  
Grant Amount: \_\_\_\_\_

I, the undersigned, being duly qualified, respectfully, of the \_\_\_\_\_ (Subrecipient Name), in \_\_\_\_\_ County, State of Montana, do hereby certify that the above-named project is in full compliance with all of the covenants and conditions set forth in the Agreement identified above between the \_\_\_\_\_ (Subrecipient Name) and the State of Montana, Department of Natural Resources and Conservation. I understand that any money remaining after the final payment will be returned to the appropriate accounts at DNRC.

\_\_\_\_\_  
Authorized Subrecipient Signature

\_\_\_\_\_  
Date

This form is available on the DNRC website:  
<http://dnrc.mt.gov/divisions/cardd/docs/resource-development/final-report-certificates.pdf>

### STATEMENT OF COMPLETION

Subrecipient: \_\_\_\_\_

Project Name: \_\_\_\_\_

Grant Number: \_\_\_\_\_

Grant Amount: \_\_\_\_\_

I, \_\_\_\_\_, (Project Engineer) a Registered Professional Engineer in the State of Montana, license number \_\_\_\_\_, do hereby state that the above-named project was completed according to the approved plans and specifications. I further state that the record ("as-built") drawings for this project are a true and accurate representation of the completed construction.

\_\_\_\_\_  
Name

\_\_\_\_\_  
P.E. Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
City, State Zip of Firm

Please consult the DNRC Liaison to verify if this form is required for your project.

This form is available on the DNRC website:  
<http://dnrc.mt.gov/divisions/cardd/docs/resource-development/final-report-certificates.pdf>

## Attachment D

### ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

OMB Approved No. 1505-  
0271 Expiration Date:  
11/30/2021

#### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Subrecipient's programs, services and activities, so long as any portion of the Subrecipient's program(s) is federally assisted in the manner proscribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its



regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property;
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Subrecipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If the Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Subrecipient is in compliance with the aforementioned nondiscrimination requirements.

---

Subrecipient

---

Date

---

Signature of Authorized Official

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**Certificate Of Completion**

Envelope Id: F624AD32D82941CABDBC3D5D4970AD1	Status: Sent
Subject: DNRC DocuSign: Broadwater County_AM-22-0117.pdf	
Source Envelope:	
Document Pages: 24	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Amy Personette
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1539 11th Avenue
	Helena, MT 59601
	apersonette@mt.gov
	IP Address: 161.7.100.21

**Record Tracking**

Status: Original	Holder: Amy Personette	Location: DocuSign
10/22/2022 3:17:05 PM	apersonette@mt.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Montana Dept of Natural Resources & Conservation	Location: DocuSign

**Signer Events**

Signature	Timestamp
Darrel Folkvord	Sent: 10/22/2022 3:21:12 PM
dfolkvord@co.broadwater.mt.us	Viewed: 10/24/2022 1:06:19 PM
Security Level: Email, Account Authentication (None)	
<b>Electronic Record and Signature Disclosure:</b>	
Accepted: 10/24/2022 1:06:19 PM	
ID: 57276e37-9e5c-4c75-8744-66679c8cbdba	

Anna Miller  
 annam@mt.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Accepted: 7/12/2022 7:10:45 AM  
 ID: c32cd54d-f0c0-446e-b436-fa9abff14f7a

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Dena Bennett  
 DBennett@mt.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Accepted: 5/24/2022 7:39:39 AM  
 ID: 9953ef17-cb17-4edf-8c6c-e3150e8229fe

Darrel Folkvord  
 dfolkvord@co.broadwater.mt.us  
 Security Level: Email, Account Authentication (None)



<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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**Electronic Record and Signature Disclosure:**  
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ID: 57276e37-9e5c-4c75-8744-66679c8cbdba

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	10/22/2022 3:21:12 PM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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In Process

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Montana Dept of Natural Resources & Conservation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

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### **Consequences of changing your mind**

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kgermaine@mt.gov](mailto:kgermaine@mt.gov)

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [kgermaine@mt.gov](mailto:kgermaine@mt.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [kgermaine@mt.gov](mailto:kgermaine@mt.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- Until or unless you notify Montana Dept of Natural Resources & Conservation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Montana Dept of Natural Resources & Conservation during the course of your relationship with Montana Dept of Natural Resources & Conservation.

## STAFF REPORT

### THE McRAE MINOR SUBDIVISION Preliminary Plat Dated 3/8/2022

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

#### GENERAL INFORMATION

Date of Application: October 28, 2021  
Date of Sufficiency: January 6, 2022  
Review Period Ends: February 28, 2022

APPLICANT: Leonard Lambott  
8715 Highway 287  
Townsend, MT 59644

APPLICANTS' REPRESENTATIVE: Bernadette Swenson  
P.O. Box 202  
Townsend, MT 59644

LEGAL DESCRIPTION: Situated in the E ½ of the E ½ of Section 9, Township 7 North, Range 2 East, Broadwater County, Montana

GENERAL LOCATION: The proposed subdivision is situated off of Lower Ray Creek Road, approximately thirty (30) miles south of the city of Townsend, Montana.

#### I. EXECUTIVE SUMMARY:

The developers intend to create two (2) lots from an existing 75.11-acre parcel. The minimum lot size proposed is 3.6 acres and the maximum lot size proposed is 71.51 acres. Water and wastewater services will be provided via individual septic and well. The 3.6 acre parcel will be required to undergo review and approval through DEQ and the 71.51 acre parcel will be reviewed by the Broadwater County Environmental Health Department. Fire protection will be provided by the Broadwater County Rural Fire District. Access will be Lower Ray Creek Road.

#### II. REQUEST:

Approval of a 2-lot Minor Subdivision for residential single-family homes.

#### III. STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed 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 south of Lower Ray Creek Road in the E ½ of the E 1/2 of Section 9, T7N, R2E, P.M.M., Broadwater County, Montana.

V. EXISTING DEVELOPMENT AND USES:

The property is generally flat irrigated farm land. However, the buildable are for Tract A-1 is entirely a pivot corner and currently not irrigated.

VI. ADJACENT LAND USES:

North: Agriculture

South: Agriculture

East: Agriculture

West: Agriculture

VII. PUBLIC COMMENT:

As of April 19, 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. Tract A-1 is subject to review and approval by the Montana Department of Environmental Quality (DEQ), and Tract A-2 is subject to review by the Broadwater County Environmental Health Office.

Wastewater treatment for the proposed development is proposed to be provided via septic systems. Tract A-1 is subject to review and approval by the Montana Department of Environmental Quality (DEQ), and Tract A-2 is subject to review by the Broadwater County Environmental Health Office.

Access will be off of Lower Ray Creek Road and on to Highway 284. No internal subdivision roads are proposed. A driveway easement for Tract A-1 sill traverse across the west boundary of Tract A-2.

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 associate infrastructure, which could negatively affect agriculture.

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

Conditions of Approval Numbers 2, 7-b, 7-f, and 7-g are required to mitigate impacts on agriculture. (A full list of the Conditions of Approval is found starting on page number 11)

**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 bounded on the east/southeast by the MT Ditch. The ditch easement is shown on the preliminary plat.

Conditions of Approval Numbers 6, 7-b, 7-f and 7-g are required to mitigate impacts on agriculture. (A full list of the Conditions of Approval is found starting on page number 11)

**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. Tract A-1 is subject to review and approval by MT Department of Environmental Quality and Tract A-2 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.

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.

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 11)

**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 can choose to haul their own solid waste.

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 Townsend Post Office for mail delivery.

Condition of Approval Numbers 5 and 6 are required to mitigate impacts on mail delivery under local services. (A full list of the Conditions of Approval is found starting page number 11)

**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.

The preliminary plat indicates a utility easement lies within 30' driveway easement system.

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 and CenturyLink. The preliminary plat has been submitted to the utility companies for their review.

Condition of Approval Number 6 is required to mitigate impacts on utilities under local services. (A full list of the Conditions of Approval is found starting on page number 11)

**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.

No internal subdivision roads are proposed.

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 will be via Lower Ray Creek Road. According to the Traffic Impact Study included in the preliminary plat application the current traffic counts range between 30 and 50 vehicle trips per day. It is anticipated that the McRae Minor Subdivision will add an additional 16 vehicle trips per day. Therefore, no improvements are recommended for Lower Ray Creek Road at this time.

No conditions of approval are required to mitigate impacts to roads and traffic under local services.

#### **FINDINGS OF FACT REGARDING SCHOOLS:**

1. The proposed subdivision is located in the Townsend School District. This development could potentially add 3 additional school age children to the district. 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. Billings Clinic Broadwater Ambulance will provide emergency medical and ambulance services. Fire protection will come from Broadwater County Rural Fire District.

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

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 fire plan has been submitted to the

Broadwater Rural Fire Department for recommendation and approval.

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 11)

**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.

Since this is a first minor subdivision from a tract of record, no parkland dedication is required.

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

**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.

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-b are required to mitigate impacts on the natural

environment. (A full list of the Conditions of Approval is found starting on page number 11)

**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 proposed development is only intending to add 2 homesites to the relatively large acreage, the impacts to wildlife should be minimal.

Conditions of Approval Numbers 7-b and 7-g are required to mitigate impacts on wildlife. (A full list of the Conditions of Approval is found starting on page number 11)

**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 proposed development is only intending to add 2 homesites to the relatively large acreage, the impacts to wildlife should be minimal.

Conditions of Approval Numbers 7-b and 7-g are required to mitigate impacts on wildlife habitat. (A full list of the Conditions of Approval is found starting on page number 11)

**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. 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 will be created in collaboration with the Broadwater County Rural Fire District.

Conditions of Approval Numbers 3, 7-c, 7-d and 7-e are required to mitigate impacts on public health and safety. (A full list of the Conditions of Approval is found starting on page number 11)

**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 11)

**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 11)

**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, a driveway easement and the MT Ditch easement 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 are 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 11)

**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 a shared driveway on to Lower Ray Creek Road.

Conditions of Approval Number 4 is 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 11)

**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.

## **THE McRAE MINOR SUBDIVISION**

### **CONDITIONS OF APPROVAL**

**April 20, 2022**

On April 20, 2022, the Broadwater County Planning Board held a public meeting regarding the proposed McRae Minor Subdivision located in the E ½ of the E ½ of Section 9, T7N, R2E, P.M.M., Broadwater County, Montana

The preliminary approval is for two (2) single-family 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 Fire Protection Plan shall be created with concurrence by the Broadwater County Rural 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 any construction, the applicant shall request an approach permit from Broadwater County for the proposed access point onto Lower Ray Creek Road for the shared driveway. Installation of the approach shall be completed in accordance with the approved permit. **(Mitigates Findings of Fact under “Impacts on Roads and Traffic under Local Services and the Provision of Legal and Physical Access to each Parcel within the proposed subdivision”)** (Sections 76-3-102(3 and 4), 501(1), 504(1)(g)(i), and 608(3)(a), MCA; Chapters I-C-2, 5, 10 & 11, V-H, 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 and Utilities under Local Services”, “Impacts on Agricultural Water Users”, “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. All existing and proposed utility easements on the subject property;
  - b. Any existing ditch/irrigation easements;
  - c. Mailbox locations and easements, if on-site;
  - d. Easements for fire protection facilities, if on-site;
  - e. 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 single-family 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 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)
- c. 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)
- d. 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)
- e. 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
- f. 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)
- g. 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. 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:

Vigilante Electric Cooperative  
Century Link  
Broadwater County Weed District  
Broadwater County Sheriff’s Department  
Broadwater County Rural Fire District  
MT State Historic Preservation Office

**GENERAL INFORMATION:**

**Statutory Timeframes:**

Date Application Submitted: December 15, 2021  
Date Application Deemed Complete: February 22, 2022  
Date Application Deemed Sufficient: March 15, 2022  
Date Review Period Ends: May 3, 2022



# Plat of the McRae Minor Subdivision, Document No. \_\_\_\_\_

PRELIMINARY

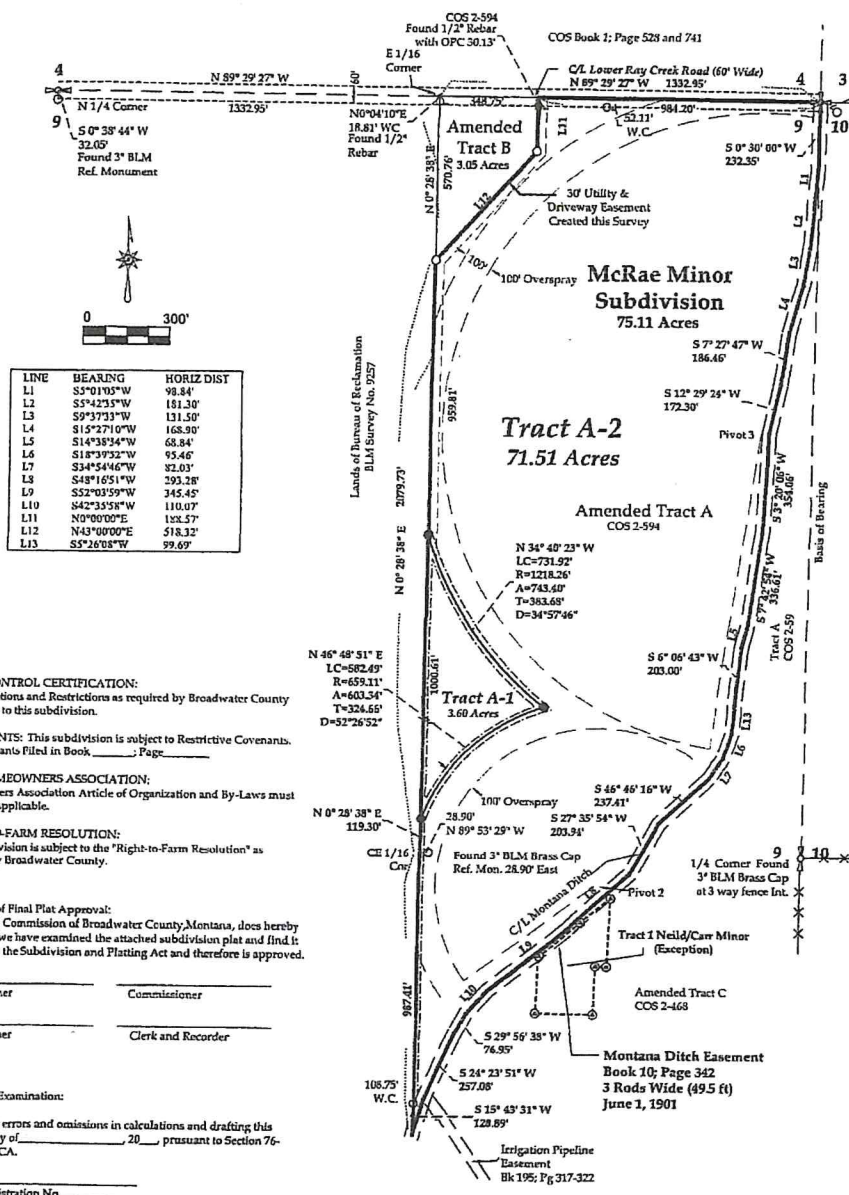
Being Tract A of Certificate of Survey filed in Book 2, Page 594

Situated in part of the E 1/2 of the E 1/2 of Section 9, Township 7 North, Range 2 East P.M.M.,

Broadwater County, Montana

Landowners: Leonard Lambott

August 12, 2021



LINE	BEARING	HORIZ DIST
L1	S5°01'05\"W	98.84'
L2	S5°42'35\"W	181.30'
L3	S9°37'33\"W	131.50'
L4	S15°27'10\"W	168.50'
L5	S14°39'34\"W	68.84'
L6	S18°39'32\"W	95.46'
L7	S34°54'46\"W	82.03'
L8	S48°16'51\"W	293.28'
L9	S52°03'59\"W	345.45'
L10	S42°39'53\"W	110.07'
L11	N0°00'00\"E	128.57'
L12	N43°00'00\"E	518.32'
L13	S5°26'08\"W	99.69'

**Certificate of Dedication:**

(I), (We), the undersigned property owner(s), do hereby certify that (I), (We), have caused to be surveyed, subdivided, and platted into lots, parcels, blocks, roads, and alleys, and other divisions and dedications, as shown by this plat here unto included, the following described Tract of land, to wit:

**MINOR SUBDIVISION OVERALL BOUNDARY:**

**Amended Tract A**  
A Tract of Land being part of Tract A and part of Tract B of Certificate of Survey as recorded in Book 2 of Plats, Page 454, situated in part of the E 1/2 of the E 1/2 of Section 9, Township 7 North, Range 2 East, P.M.M., Broadwater County, Montana and being more particularly described as follows: Commence at the NE corner of said Section 9 said corner also being the NE corner of herein described tract and Point of Beginning; Thence along the East line of said section S 0°30'00\"W, for a distance of 232.35 feet to the Centerline of the Montana Ditch; Thence along said centerline the following: twenty one (21) courses S 5°01'05\"W, for a distance of 98.84 feet; Thence S 5°42'35\"W, for a distance of 181.30 feet; Thence S 9°37'33\"W, for a distance of 131.50 feet; Thence S 15°27'10\"W, for a distance of 168.50 feet; Thence S 14°39'34\"W, for a distance of 68.84 feet; Thence S 18°39'32\"W, for a distance of 95.46 feet; Thence S 34°54'46\"W, for a distance of 82.03 feet; Thence S 48°16'51\"W, for a distance of 293.28 feet; Thence S 52°03'59\"W, for a distance of 345.45 feet; Thence S 42°39'53\"W, for a distance of 110.07 feet; Thence S 29°56'38\"W, for a distance of 76.95 feet; Thence S 24°23'51\"W, for a distance of 257.08 feet; Thence S 15°43'31\"W, for a distance of 128.89 feet to the East 1/16th line of said Section 9; Thence along said 1/16th line N 0°28'38\"E, for a distance of 987.41 feet to the CE 1/16th Corner of said section; Thence along said 1/16th line N 43°00'00\"E, for a distance of 518.32 feet; Thence S 89°29'27\"E, for a distance of 188.57 feet to the North line of said section; Thence S 89°29'27\"E, for a distance of 984.20 feet to the Point of Beginning, said parcel being 75.11 Acres more or less and being served by and subject to right-of-ways and easement as shown, existing, or of record.

**Utility Easement Declaration:**

The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, telegraph, electric power, gas, cable television, water or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as "Utility Easement" to have and to hold forever.

**Certificate of Waiver:**

We, the undersigned owners of the Minor Subdivision, do hereby waive the right to protest the creation of Rural Improvement Districts. In so doing, we do not waive any right to comment on, protest, and/or appeal any assessment formula which may be proposed, if we believe it to be inequitable. This waiver shall be binding upon the heirs, assigns, and purchasers on all lots within this subdivision.

The above described tract of land is to be known and designated as the McRae Minor Subdivision of Broadwater County, Montana, and the lands included in all roads, avenues, alleys, and parks or public squares shown on said plat are hereby granted and donated to the use of the public forever. The roads dedicated to the public are accepted for public use, but the County accepts no responsibility for maintaining the same. The owner(s) agree(s) that the County has no obligation to maintain the roads hereby dedicated to public use.

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

Leonard Lambott

**Notary:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public for the State of Montana, personally appeared \_\_\_\_\_ known to me to be the persons whose names subscribed to the within Instrument and acknowledged to me that they executed the same.

Residing at \_\_\_\_\_

Notary public for the State of Montana.

My Commission Expires \_\_\_\_\_

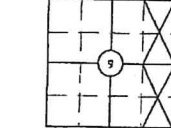
**Certificate of Surveyor:**

I hereby certify the attached plat is a true representation of a survey performed under my supervision and completed on April 16, 2021 and described the same as shown on the accompanying plat in accordance with the provisions of the Montana Subdivision and Platting Act.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

T. 7 N., R. 2 E.



Sec. 9, T. 7 N., R. 2 E., P.M.M. Broadwater Co. MT.			
Leonard Lambott			
Minor Subdivision			
Schauber Surveying 266-4602			
SCALE	PRINT DATE	FILE NAME	
1/2\"=1/4\"	10-7-2021	133A.dwg	
DR: JWS	REVISION	SHEET	JOS 43/71

**WEED CONTROL CERTIFICATION:**  
The Conditions and Restrictions as required by Broadwater County will apply to this subdivision.

**COVENANTS:** This subdivision is subject to Restrictive Covenants. See Covenants Filed in Book \_\_\_\_\_, Page \_\_\_\_\_

**Note: HOMEOWNERS ASSOCIATION:**  
Homeowners Association Article of Organization and By-Laws must be filed if applicable.

**RIGHT-TO-FARM RESOLUTION:**  
This subdivision is subject to the "Right-to-Farm Resolution" as adopted by Broadwater County.

**Certificate of Final Plat Approval:**  
The County Commission of Broadwater County, Montana, does hereby certify that we have examined the attached subdivision plat and find it conforms to the Subdivision and Platting Act and therefore is approved.

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

**Certificate of Examination:**  
Reviewed for errors and omissions in calculations and drafting this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ pursuant to Section 76-3-61(2) (a), MCA.

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

**Deed References:** Deed Doc. No. 183230 and 171199  
Basis of Bearing: COS Book 2 of Plats, Page 454

**LEGEND**

- Section Corner as Noted
- Quarter Corner as Noted
- Found Rebar with Swenson OPC or as noted
- Found 1/2\" Rebar w/ YPC (Schauber)
- Set 1/2\" Rebar with OPC (#15279)
- Set 1/2\" rebar with OPC (#15279) Witness Corner
- Found 1/2\" Rebar with Swenson OPC for Witness Corner, or as Noted
- Point of Record
- POB Point of Beginning
- Utility Easement (15' wide)

**Certificate of Treasurer:**

I, \_\_\_\_\_ Treasurer of Broadwater County, Montana, do hereby certify that the accompanying plat has been duly examined and that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid through \_\_\_\_\_

Tax ID No. \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Treasurer of Broadwater County

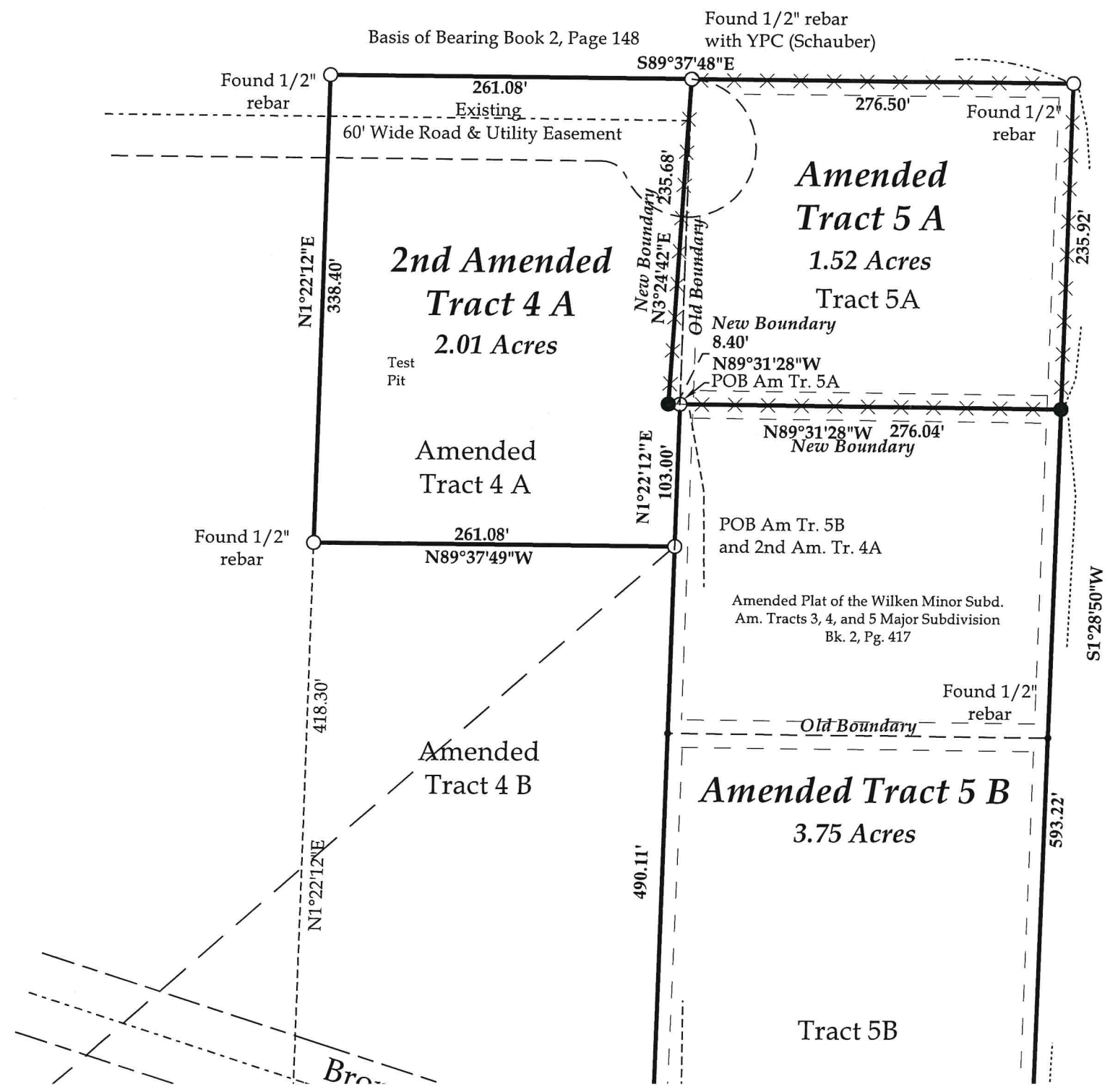
**Certificate of Clerk and Recorder:**

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

Clerk and Recorder



*of the Tracts 3, 4, and 5 Major Subdivision of the Amended Wilken Minor Subdivision Document No. \_\_\_\_\_  
 To Relocate Boundaries of Tracts 4A and 4B of the Tracts 3, 4, and 5 Major Subdivision filed in Book 2, of Plats; Page 417  
 situated in part of the SW 1/4 of the SW 1/4 of Section 15, Township 2 North, Range 1 East, P.M.M.,  
 Broadwater County, Montana*



**Legal Description:**  
**Amended Tract 5 A**  
 A tract of land situated in part of Tract 5 A of the Am. Tracts 3, 4, and 5 Major Subdivision filed in Book 2 of Plats, Page 148, situated in part of the SW 1/4 of the SW 1/4 of Section 15, Township 2 North, Range 1 East, P.M.M., Broadwater County, Montana and being more particularly described as follows: Commence at the SW Corner of said Section 15; Thence N48°49'31"E for a distance of 1367.55 feet; Thence N01°22'12"E for a distance of 103.00 feet to a point on the south line of said Amended Tract 5 A and True Point of Beginning; Thence N89°31'28"W, a distance of 8.40 feet; Thence N3°24'42"E, for a distance of 235.68 feet; Thence S89°37'48"E for a distance of 276.50 feet; Thence S1°28'50"W, for a distance of 235.92 feet; Thence N89°31'28"W, for a distance of 276.04 feet to the true Point of Beginning, said parcel being 1.52 Acres more or less and being served by and subject to rights-of-way and easements as shown, existing, or of record.

**Amended Tract 5 B**  
 A tract of land being in Tract 5 B and part of Tract 5 A of the Amended Tract 3, 4, and 5, Major Subdivision in Book 2 of Plats, Page 148, situated in part of the SW 1/4 of the SW 1/4 of Section 15, Township 2 North, Range 1 East, P.M.M., Broadwater County, Montana and being more particularly described as follows: Commence at the SW corner of said Section 15; Thence N48°49'31"E for a distance of 1367.55 feet to a found 1/2" Rebar on the west side of said Am. Tr. 5B; Thence N1°22'12"E, a distance of 103.00 feet; Thence S89°31'28"E, for a distance of 276.04 feet; Thence S1°28'50"W, for a distance of 593.22 feet; Thence N89°30'18"W, for a distance of 274.89 feet; Thence N1°22'12"E, for a distance of 490.11 feet to the true Point of Beginning, said parcel being 3.75 Acres more or less and being served by and subject to rights-of-way and easements as shown, existing, or of record.

**2nd Amended Tract 4 A**  
 A tract of land situated in part of Amended Tract 4 A of the Amended Tract 3, 4, and 5 Major Subdivision filed in Book 2 of Plats, Page 417, situated in part of the SW 1/4 of the SW 1/4 of Section 15, Township 2 North, Range 1 East, P.M.M., Broadwater County, Montana and being more particularly described as follows: Commence at the SW corner of said Section 15; Thence N48°49'31"E for a distance of 1367.55 feet to the SW Corner of herein described tract of land and True Point of Beginning; Thence N89°37'49"W, a distance of 261.08 feet; Thence N1°22'12"E, for a distance of 338.40 feet; Thence S89°37'48"E, for a distance of 261.08 feet; Thence S3°24'42"W, for a distance of 235.68 feet; Thence S89°31'28"E, for a distance of 8.40 feet; Thence S1°22'12"W, for a distance of 103.00 feet to the true Point of Beginning, said parcel being 2.01 Acres more or less and being served by and subject to rights-of-way and easements as shown, existing, or of record.

**Landowner's Certification:**  
 2nd Amended Tract 4A, Amended Tract 5A and Amended Tract 5B:  
 I, hereby certify that the purpose of this survey is to relocate common boundaries between existing lots within a platted subdivision.  
 According to 76-3-207 (1)(d), MCA: "(1)Except as provided in subsection (2), unless the method of disposition is adopted for the purpose of evading this chapter, the following divisions or aggregations of land are not subdivisions under this chapter but are subject to the surveying requirements of 76-3-401 for divisions or aggregations of land other than subdivisions and are subject to applicable zoning regulations adopted under Title 76, chapter 2: (d) for five or fewer lots within a platted subdivision, the relocation of common boundaries" Therefore, this survey is exempt from review as a subdivision pursuant to said section 76-3-207 (1)(d), MCA.

**Montana Sanitation in Subdivisions Act Land Divisions Excluded from Review:**  
 2nd Amended Tract 4A and Amended Tract 5B:  
 Exclusion ARM 17.36.605(2)(b)(ii):  
 (2) The reviewing authority may exclude the following parcels created by division of land from review under Title 76, chapter 4, part 1, MCA, unless the exclusion is used to evade the provisions of that part:



REQUEST FOR EXEMPTION REVIEW

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

Part One. Applicant Information

Landowner(s): Johnny Kuntz
Address: 952 River Rd
Telephone Number(s): 406-595-8091

Landowner Representative: Schauber Survey
Address: 64 Jack Farm Road
Phone: 406-266-4602

Part Two. Legal Description:

Part Three. Basis for Exemption Request:

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

Boundary Relocation
, Neighbor wants property for pasture

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

AFFIDAVIT: I hereby certify that the purpose of this exemption request is NOT to evade the Montana Subdivision and Platting Act. Dated this 6 day of October, 2027.

Signature(s): John Kuntz

Certificate of Governing Body:

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

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

Commissioner

Commissioner

Commissioner

C&R Attest



**Certificate of Survey Exemption Affidavit  
Broadwater County**

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

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

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

**A. Name of Landowners:**

Johnny Kurtz Phone: 406-595-3091  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

**B. Number of Parcels Proposed:** 1

**C. Size of Each Parcel Proposed:** 20.5 AC, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

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

Name Gideon Kurtz Relationship Father  
Age: 53 Current Mailing Address: 3230 Hwy 747  
Montrose IA 50713

Name \_\_\_\_\_ Relationship \_\_\_\_\_  
Age: \_\_\_\_\_ Current Mailing Address: \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_  
Age: \_\_\_\_\_ Current Mailing Address: \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_  
Age: \_\_\_\_\_ Current Mailing Address: \_\_\_\_\_

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

**E. History of the Parcel:**

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

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

Date	Exemption	Tract Label	Tract Size	COS No. or Deed No.
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

       Yes     No    **If YES, explain:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**F. Proposed Exemption Information**

To your knowledge:

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

Yes           No    **If NO, explain:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

       Yes     No    **If YES, explain:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes  No **If YES, explain:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes  No **If YES, explain:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes  No **If YES, explain:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes  No **If YES, explain:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

8. Are you transferring a parcel to your spouse?

Yes  No **If YES, explain:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes  No

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



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

Date 10-20-22, 2022.

Signature of Each Applicant:

Jelany Mitz  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Each Recipient:

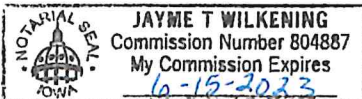
Gideon Kutz  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF Iowa )  
County of Marshall ) : ss.

On this 20 day of October, 2022.

personally, appeared before me and having been duly sworn did herein execute the above instrument for the purposes stated.

Notary's Seal/Stamp



Jayme J. Wilkening  
Notary Public for the State of Iowa

Jayme T Wilkening  
Printed Name

Notary Public for the state of Iowa

Residing at Marshall Co.

My Commission expires: 6-15, 2022

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

REQUEST FOR EXEMPTION REVIEW

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

Part One. Applicant Information

Landowner(s): Wilken LLC - Steve & Deborah Wilken  
Address: 29 Bronco Dr Three Forks MT 59752  
Telephone Number(s): 406 580-0056 - Steve

Landowner Representative: Schauber Survey  
Address: 64 Jack Farm Road Phone: 406-266-4602

Part Two. Legal Description: Attached

Part Three. Basis for Exemption Request:

What exemption is being claimed, and what is the basis for your exemption claim?  
Sold Trailer Sales business & would like to keep the part of Tract 5 which is fenced & leased to Amerigas.

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

AFFIDAVIT: I hereby certify that the purpose of this exemption request is NOT to evade the Montana Subdivision and Platting Act. Dated this 14 day of October, 2022

Signature(s): Steve Wilken Deborah Wilken - Member  
Wilken LLC

Certificate of Governing Body:

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

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

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

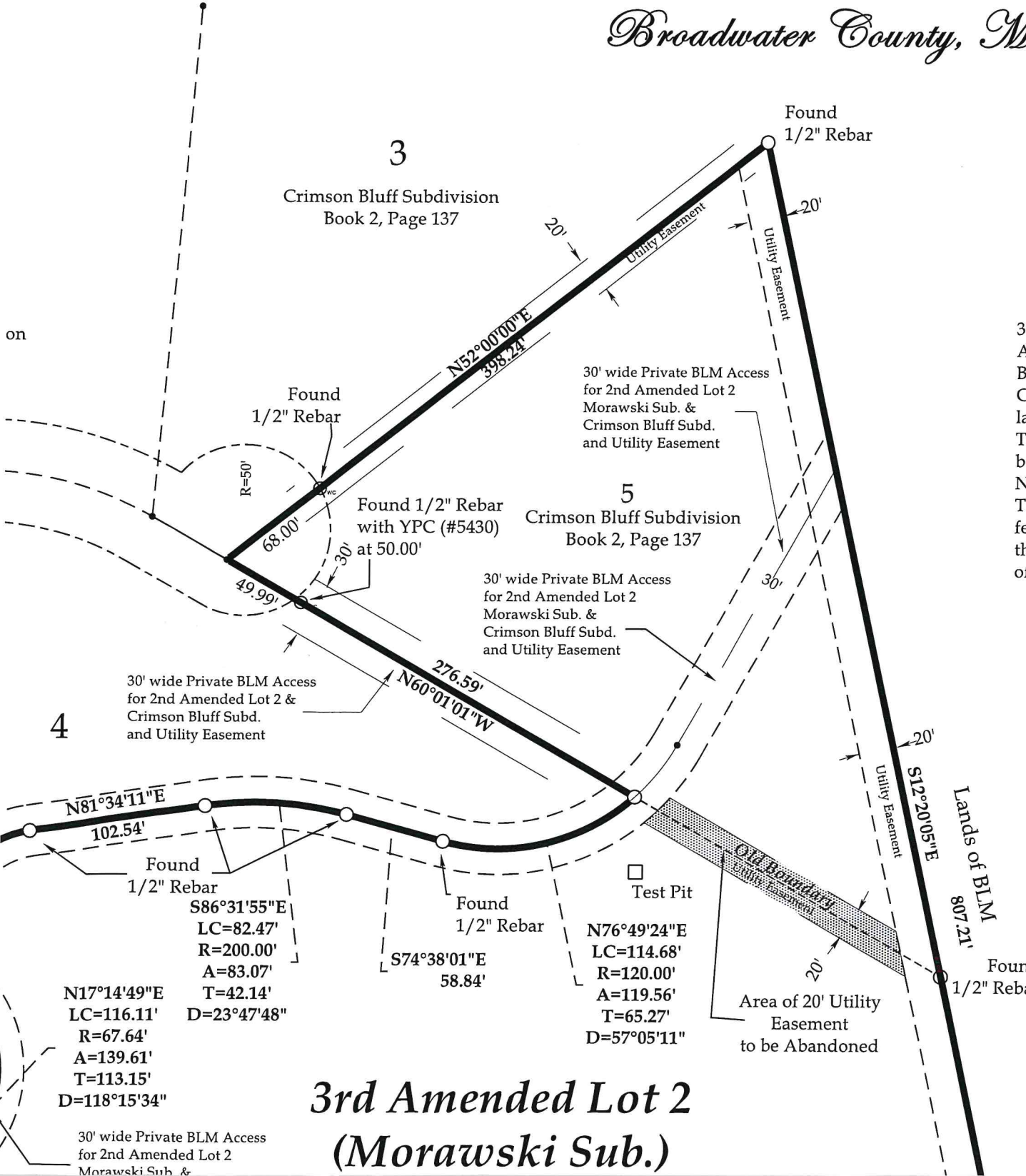
\_\_\_\_\_  
Commissioner

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



*Bluff Subdivision, Book 2, Page 137 and Amended Plat of the 2nd Amended Morawski Minor Subdivision, Book 2, Page 53*  
*Plat of Survey Document No. \_\_\_\_\_ To Aggregate Two Existing Parcels*  
*Being Lot 5 of the Crimson Bluff Subdivision and 2nd Amended Lot 2 of the Morawski Subdivision*  
*Situated in part of Section 1, Township 6 North, Range 1 East, P.M.M.,*  
*Broadwater County, Montana.*

*Landowners: Steven E Helsen and Monique Y. Helsen*  
*Date: September 8, 2022*



3rd Amended Lot 2 (Morawski Sub.)  
 A tract of land situated in Lot 5 of the Crimson Bluff Subdivision Book 2 Page 137, and 2nd Amended Lot 2 of the 2nd Am. Morawski Minor Subdivision Book 2 Page all being in Section 1, Township 6 North, Range 1 East, P.M.M., Broadwater County, Montana and being more particularly described as follows: Commence at the N 1/4 Corner of Section 1; Thence S17°52'20"E for a distance of 3082.70 feet to the most southwesterly corner of herein described tract of land and True Point of Beginning said point also being in the centerline of River Road; Thence along said centerline N13°37'34"W, a distance of 60.00 feet; Thence leaving said centerline N76°22'26"E, for a distance of 50.42 feet; Thence along a 67.64 feet radius curve to the left an arc distance of 139.61 feet, chord bears N17°14'49"E 116.11 feet; Thence along a 57.09 feet radius curve to the right an arc distance of 123.01 feet, chord bears N19°50'38"E 100.56 feet; Thence N81°34'11"E, a distance of 102.54 feet; Thence along a 200.00 feet radius curve to the right an arc distance of 83.07 feet, chord bears S86°31'55"E 82.47 feet; Thence S74°38'01"E, a distance of 58.84 feet; Thence along a 120.00 feet radius curve to the left an arc distance of 119.56 feet, chord bears N76°49'24"E 114.68 feet; Thence N52°00'00"E, for a distance of 398.24 feet; Thence S12°20'05"E, for a distance of 807.21 feet; Thence N81°11'05"W, for a distance of 710.64 feet to the True Point of Beginning, said parcel being 6.61 Acres more or less and being served by and subject to rights-of-way and easements as shown, existing, or of record.

Landowner's Certification:

I hereby certify that the purpose of this survey is for the aggregation of existing parcels and is exempt from review as a subdivision pursuant to Section 76-3-207(1)(f) which states: Aggregation of parcels or lots when a certificate of survey or subdivision plat shows that the boundaries of the original parcels have been eliminated and the boundaries of a larger aggregated parcel are established. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas.

Landowners:

\_\_\_\_\_  
 Steven E. Helsen  
 \_\_\_\_\_  
 Monique Y. Helsen

Notary:

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me a Notary Public for the State of Montana, personally appeared \_\_\_\_\_ known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.

\_\_\_\_\_  
 Residing at \_\_\_\_\_

**3rd Amended Lot 2  
 (Morawski Sub.)**



**STAFF REPORT  
FOR THE BRADY STORAGE UNITS**

**Date:** October 27, 2022

**Type of Application:** Buildings for Lease or Rent (BLR)

**Name of Project:** Brady Storage Units

**Number of Units:** 68

**Legal Description:** Located in SW  $\frac{1}{4}$  of Section 3, T2N, R1E, P.M.M., Broadwater County, Montana

**Landowner:** Pat Brady

**Designated Representative:** Aaron Peters

**Commission Meeting Date(s):** November 7, 2022

**Staff Recommendation:** Adopt findings of fact and recommend approval, subject to conditions.

Report written and presented by Nichole Brown, Broadwater County Community Development Director

## INTRODUCTION

This report presents findings of fact and recommended conditions of approval for the project. It is organized in two main sections:

1. Findings of Fact, which includes a general description of the project (Project Summary) and findings based on the applicable review criteria, and
2. Recommended Conditions of Approval, based on the findings of fact and the Broadwater County Buildings for Rent or Lease Regulations (BLR Regulations)

## FINDINGS OF FACT

### Project Summary

#### 1) Proposal

Pat Brady is proposing to rent 68 storage units on an existing 659 acre parcel. The property is located at the intersection of US Highway 287 and Old Town Road. The property is currently undeveloped with only an existing shed on the entire parcel.

The owner is proposing to construct two buildings containing the 68 enclosed storage units and two separate outside parking areas for vehicles, campers, RVs and for boat storage. The North building will be 30 feet by 200 feet for a total of 6,000 square feet. The North building will consist of twelve 5 foot by 10 foot units on each end and thirty-six 10 foot by 15 foot units in between. The South building will be 50 feet x 300 feet for a total of 15,000 square feet. The South building will consist of twenty 15 by 50 foot units.

Access to the storage unit facility will be via Old Town Road, a county road. Prior to construction of the facility a County Road Approach Permit must be approved by the Broadwater County Public Works Director.

#### 2) Project Characteristics

Size:	659 acres
Present land use:	Vacant land with one shed for the owner's personal use
Access:	Approach to Old Town Road
Utilities:	No current utilities to the property, but power for outdoor lighting is anticipated
Water/Sewer:	None proposed

Adjacent land uses: Residential and Agricultural  
Zoning: This property is not currently zoned  
Covenants: None proposed

### 3) Findings

This application is being reviewed according to the Application & Review of Building for Lease or Rent (Section 6) of the BLR Regulations. Evaluation of the application's compliance with Section 6 of the BLR Regulations is discussed below, with recommended conclusions summarizing findings based on each evaluation.

- a. Compliance with Section 6.A of the BLR Regulations  
Section 6.A of the BLR Regulations outlines what is required of an "Application Submittal" for a BLR Application. The application and review fees were submitted to the Broadwater County Community Development Office on July 27, 2022 and additional material was submitted and deemed sufficient on September 8, 2022. All of the required documents have been submitted.

### 4) Review Process

This application is being reviewed according to the Review Process outlined by Section 6.B of the BLR Regulations. The following is the timeline of the application:

- The applicant's representative submitted the application and fees on July 27, 2022
- A letter of incompleteness, requesting additional information, was mailed to the applicant's representative on August 4, 2022
- The applicant's representative submitted the requested information on September 8, 2022
- The application was deemed complete on September 12, 2022
- The County Commissioners are scheduled to review the application November 7, 2022
- The County Commissioners must send a letter to the landowner of the approval, conditional approval or denial of the application prior to the end of the 60 day review period (December 8, 2022)

### 5) Relevant Review Criteria

The recommended findings of the reviewer are stated below and are based on the BLR Application materials provided by the applicant's representative and in



accordance with the Governing Body Decision (Section 6.C) of the 2014 Broadwater County Building for Lease or Rent (BLR) Regulations.

Per Section 6.C of the BLR Regulations, the governing body may approve or conditionally approve the proposed buildings for lease or rent upon finding:

- a. The proposed buildings for lease or rent, as submitted or conditioned, comply with these regulations and other regulations applicable to the property, and avoid or minimize potential significant impacts on the physical environment and human population in the area affected by the buildings for lease or rent;

The BLR Regulations do not include specific design or performance standards that are applicable to the project, but rely on the review criteria and administrative provisions of the regulations, which the project complies with. For this application, no other regulations are applicable since the land, buildings and units will remain under the ownership of the applicant.

- b. Adequate water, wastewater, and solid waste facilities are available to serve the buildings for rent or lease;

No water, wastewater or solid waste facilities are proposed for this storage unit facility.

- c. Adequate access to the site is provided to serve the buildings for lease or rent;

There is one proposed access for entering and exiting the property. The access is proposed to be located approximately 477 feet east of the Highway 287/Old Town Road intersection. Upon entry to the site, vehicles will be able to drive completely around the north building allowing access from all sides and will be able to drive on the North side of the South building allowing access from the front. An approach will need to be requested, and approved by the Broadwater County Public Works Director.

- d. Adequate emergency medical, fire protection, and law enforcement services are available to serve buildings for rent or lease;

According to the BLR Application, there are no proposed emergency medical, fire or law enforcement services proposed to serve the buildings. However, in the event of an emergency at this location the Three Forks Ambulance Service, Three Forks Fire Department and the Broadwater County Sheriff's Office have jurisdiction.

- e. The buildings for lease or rent comply with any applicable flood plain regulations

This property is not located within a designated floodplain.

## 6) RECOMMENDATION

Staff recommends approval of the BLR application for the Brady Storage Units, subject to the conditions below. All conditions are based on the findings identified in this report and are recommended to ensure compliance with the BLR Regulations and other applicable laws and regulations.

## CONDITIONS

1. The development and use of the property as a storage unit facility providing buildings for lease or rent shall be in substantial compliance with the plans reviewed and approved by the governing body. *(BLRR 6.C)*
2. The approval of the Brady Storage Units BLR application is based on the proposal to lease or rent the individual storage units, which shall continue to be owned by the landowner. Any change that results in the current or future landowner or designee selling the units is not approved. *(BLRR 6.C)*
3. An approach permit shall be obtained from the Broadwater County Public Works Department for access from the county road to the storage unit facility. Installation of the approach shall be completed in accordance with the approved permit and installation approved by Broadwater County. The approved approach permit shall be submitted to the Broadwater County Community Development Office upon approval. *(BLRR 6.C)*
4. These conditions of approval shall be met within two years from the date of approval *(BLRR 2)*