



## BROADWATER COUNTY COMMISSIONERS

515 Broadway, Townsend

Meetings are held at the Flynn Building on 416 Broadway St.

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

Per Montana Code Annotated (MCA) 2-3-202, agenda must include an item allowing public comment on any public matter that is not on the agenda of the meeting and that is within the jurisdiction of the agency conducting the meeting. Public comments will be taken either in writing before the meeting or in person at the beginning of the meeting. Mail and items for discussion and/or signature may occur as time allows during the meeting. Issues and times are subject to change. Working meetings will be posted on the agenda and will not be recorded.

**OFFICIAL agendas are posted in the Courthouse (1<sup>st</sup> floor bulletin board), on our website at [www.broadwatercountymt.com](http://www.broadwatercountymt.com), in the window of the Flynn Building at least 48 hours in advance of the meeting, and in the local MT43 Newspaper**

### Monday, December 11, 2023

**11:00 AM Weekly Working Meeting with Bill Jarocki, County Administrative Officer, in the Commission Office regarding projects and deadlines**

### Wednesday, December 13, 2023

**10:00 AM Public Comment on any subject not on the agenda, and that the Commission has jurisdiction over**

**10:00 AM Discussion/Decision, Commander Spurlock, Broadwater County Detention Center, Resolution to Increase Daily Inmate Rate**

**10:10 AM Discussion/Decision, Bill Jarocki, County Administrative Officer, Public Safety Department Budget Amendment**

**10:15 AM Discussion/Decision, Bill Jarocki, County Administrative Officer, Press Briefing Schedule**

**10:20 AM Discussion, Jessica Erickson, Fair Manager, Fair Board Update**

**10:25 AM Discussion/Decision, Sign Resolution Contract with MT43 News for "Newspaper of Record"**

**10:30 AM Discussion/Decision, Dave and Tabitha Dixon, Lineman Rodeo Requests to Use Broadwater County Fairgrounds 2024**

**10:35 AM Discussion, Decision, Jerry Grebenc, Great West Engineering, Toston Irrigation District Pump Site Floodplain Permit**

**10:40 AM Discussion/Decision, Adam Schumaker, Gallatin Power, Extension of the Tax Abatement for the Trident Project**

**10:50 AM Discussion/Decision, Nichole Brown, Community Planning and Development Director, Westside Trails Phase 3 (Township-2N, Range-1E, Section 18), requests final plat approval**



**BROADWATER COUNTY COMMISSIONERS**  
DEBI RANDOLPH | DARREL FOLKVORD  
LINDSEY RICHTMYER  
515 Broadway Townsend MT 59644  
[commissioners@co.broadwater.mt.us](mailto:commissioners@co.broadwater.mt.us)

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RESOLUTION 2023 - \_\_\_\_\_

**BROADWATER COUNTY DETENTION CENTER**

**INMATE BOARDING RATE**

**WHEREAS**, Section 7-4-2525, Mont. Code Ann., permits the Board of County Commissioners to fix the fees of the Sheriff for services provided in Section 7-32-2141, Mont. Code Ann. and for other services. One of the services that the Sheriff provides is inmate boarding at the Broadwater County Detention Center; and

**WHEREAS**, the Sheriff is requesting an increase in the current inmate boarding rate at the Broadwater County Detention Center. The rate is currently set at \$69.00 per day per inmate, and the Sheriff is requesting that rate increase to \$82.90 per day per inmate; and

**WHEREAS**, this increase is based on the prevailing rate charged by the Montana Department of Corrections as well as the desire to keep the detention center from being a financial burden to taxpayers;

**NOW THEREFORE, IT IS HEREBY RESOLVED**, the inmate boarding rate is increased to \$82.90 per day, per inmate.

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

**BROADWATER COUNTY COMMISSIONERS**

\_\_\_\_\_  
**DEBI RANDOLPH, CHAIR**

\_\_\_\_\_  
**DARREL FOLKVORD, MEMBER**

ATTEST:

\_\_\_\_\_  
**ANGIE PAULSEN, CLERK AND RECORDER**

\_\_\_\_\_  
**LINDSEY RICHTMYER, MEMBER**

## **Budget Amendment Proposal FY2023-2**

**Amendment Request:** For the Public Safety Department. Add 1 FTE in the office of the Sheriff for a School Resource Officer. Additional operational costs related to the function are requested.

**Requestor(s):** Nick Rausser, Sheriff; Bill Jarocki, County Administrative Officer

**Submitted:** December 11, 2023

**Background:** The Broadwater County Sheriff's Office, in working with the Townsend School District, believes that the community would be well served with the formal establishment of a School Resource Officer (SRO). Currently we have no school resource officers. In 2005 the Sheriff's Office had to remove the SRO from the school and place them in a patrol officer position. If approved, the goal is to begin providing SRO services during the second semester of this school year. Discussions with the school district have taken place. The district can offer an office, training, and other basic office supplies for the SRO at the start of the program. Further discussions will take place to make sure the program is a success and continues to thrive.

**Budget Amendment Request:** The Sheriff's office wants to add 1 full-time Deputy position. That Deputy will be placed in the school as an SRO for the months school is in session. During the summer months when school is out of session, the Deputy will help serve the citizens of Broadwater County as a regular patrol Deputy. With the increased demand for school safety and accompanying the increase in family crimes, an SRO is a main priority as Sheriff. Also, with the increase in population in the county, more children are in the school system. More crimes and incidents are happening in the schools. An SRO would be able to help with traffic, crimes on school grounds, community relations with children, and education.

**Budget Impact:** The Townsend School District is prepared to contribute an office and training. Also, there will be continued discussions on how the School District and the Sheriff's Office will continue the SRO program. With the request for more officers from the public, and with the increase in mill values, we will be able to fund the wages, equipment, and any expenses to cover the SRO for the 2<sup>nd</sup> half of 2023 and into the future. The budgetary impact for wages, insurance, work comp, retirement will be about \$49,100, which will be well under the newly expected revenue.

**Benefit/Risk Impact:** The SRO function conforms with Broadwater County's community policing strategy. In practice SROs contribute to the safe-schools team by ensuring a safe and secure campus, educating students about law-related topics, and mentoring students as informal advisers and role models. In addition, when school is not in session, the person employed as the SRO becomes a general resource for the County's public safety mission. Implementation risk will be managed through an annual Memorandum of Understanding between the County and the School District.

## Memorandum

# Public Project Briefings

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**TO**  
Board of  
Commissioners,  
Citizens of  
Broadwater County,  
Members of the  
Press/Media

**FROM**  
Bill Jarocki, County  
Administrative  
Officer

**CC**  
Angie Paulsen,  
County Clerk and  
Recorder

**DATE**  
December 11, 2023



Among the several projects that I am managing for the County, one of our priority efforts is the development and implementation of a new communications strategy. As of this date the communications strategy has four components; the first of which is to establish regular **project briefings for the public** that I will host as the County Administrative Officer. The other three components of the communications strategy are in the staging status.

The **purpose of the weekly project briefing is to open a new channel of communication** with the public **regarding projects** and other significant and noteworthy county administrative governance efforts. These are designed for the public, stakeholders and the press/media to discuss projects, issues, and activities with me in detail.

The work we do is multi-faceted and complex. Solid waste enterprise fund financing, the 2024 county budget process, SERC, and the TED/TIFF District are among the most notable in the County's project portfolio. I believe that opening this communication channel should be beneficial to our citizens/taxpayers. And giving the press/media the additional, specific time to ask questions about project details is worthwhile.

Upon approval of the Board of Commissioners, **starting December 18<sup>th</sup>**, project briefings are scheduled each week on **Monday afternoon at 2:00 PM** in my office in the Broadwater County Courthouse. The meeting duration will be at least 30 minutes. Exceptions to the schedule include days when the Courthouse is otherwise closed.

I will provide the Board of Commissioners with an evaluation of this initiative during the first week of February.



# CERTIFICATE OF LIABILITY INSURANCE

MONTLIN-01

ZKOETTEL

DATE (MM/DD/YYYY)  
11/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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### PRODUCER

Helena Office  
Marsh McLennan Agency LLC  
P.O. Box 6127  
Helena, MT 59604

### CONTACT NAME:

PHONE (A/C, No, Ext): (406) 442-5360

FAX (A/C, No):

### E-MAIL ADDRESS:

### INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Mesa Underwriters Specialty Insurance Co

36838

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

### INSURED

Montana Lineman's Rodeo Association  
PO Box 4568  
Butte, MT 59701

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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AUTHORIZED REPRESENTATIVE

*Zob Koettel*



MONTLIN-01

ZKOETTEL

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INSURER A:	Mesa Underwriters Specialty Insurance Co	36838
INSURER B:		
INSURER C:		
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AUTHORIZED REPRESENTATIVE



# BROADWATER COUNTY

## Floodplain Development Permit

**Project:** MT DNRC – Toston Irrigation District  
Pump Station

**Date of Issue:** \_\_\_\_\_, 2023

**Permit #:**

23-FP-3

This permit is valid for one year from date of issue.

### Background/authority:

The Broadwater County Floodplain Regulations (2019) apply to all areas of special flood hazard within the jurisdiction of Broadwater County. Section 7.1 of the Regulations states: “A Floodplain permit is required for a person to establish, alter or substantially improve an artificial obstruction, nonconforming use or development within the Regulated Flood Hazard Area.”

The County Floodplain Administrator (FPA) received a Joint Permit Application for the project from the applicant on August 7, 2023. The FPA has reviewed the application and other project information (see Referenced Documents section at the end of this Permit) and has determined that the proposed project follows the Broadwater County Floodplain Regulations if the project proceeds as described and complies with the conditions listed in the Regulations and in this Permit.

### Applicant Information:

<b>Person or agency responsible for project:</b>		Toston Irrigation District
<b>Primary Contact:</b>		NA
<b>Mailing Address:</b>		8715 US Highway 287, Toston MT 59643
<b>Physical Address:</b>		See above
<b>Email:</b>	tid@mt.net	<b>Phone:</b> 406.949-0208

### Applicant Contractor/Agent Information:

<b>Contractor/Agent (if one used):</b>		WWC Engineering
<b>Primary Contact:</b>	Shawn Higley, P.E.	<b>Phone:</b> 406-459-3379
<b>Mailing Address:</b>	1275 Maple Street, Suite F, Helena, MT 59601	
<b>Email:</b>	shigley@wwcengineering.com	

Project Site Information: (Site is located within jurisdiction of Broadwater County)

<b>Site Description:</b>	Replace an aging concrete intake and headwall structure for the Irrigation District's Crow Creek Pumping Plant.	<b>Site Number:</b>	1
<b>Floodway or flood fringe:</b>	Missouri River Floodway	<b>Floodplain Map:</b>	Panel 1 of 30007C0900C
<b>Latitude/Longitude:</b>	46.121008° N; -111.439174° W		
<b>Address/Location:</b>	Missouri River		
<b>Legal Description:</b>	NW1/4 of the NE 1/4 of, Section 11 Township 4N, Range 2E	<b>Geocode:</b>	43-1299-11-1-01-01-0000
<b>Landowner:</b>	MCL Land and Livestock Enterprises		
<b>Landowner Contact:</b>	See above	<b>Phone:</b>	NA
<b>Email:</b>	NA		
<b>Mailing Address:</b>	PO Box 788, Bozeman, MT 59771		

#### Other Notes on Project Extent

The purpose of the project is to replace an aging concrete intake and headwall structure for the Toston Irrigation District's Crow Creek Pumping Plant.

#### Permitting Requirement for Project

Some uses, as defined in the Broadwater County Floodplain Regulations, are allowed within the flood fringe or regulated flood hazard area without a permit. Uses requiring a Floodplain Development Permit are defined in Section 10 of the County Floodplain Regulations. This project will involve work that will be located within the identified floodplain for the Missouri River, therefore a Floodplain Development Permit is required per Section 9.12 of the Regulations.

According to Section 9.2, GENERAL REQUIREMENTS the project must be designed and constructed to ensure is reviewed and approved by an engineer and constructed to substantially resist or withstand the forces associated with hydrodynamic and hydrostatic pressures, including flood depths, velocities, impact, ice, buoyancy, and uplift associated with the Base Flood. According to 9.12 CONSTRUCTION OF OR MODIFICATIONS TO SURFACE WATER DIVERSIONS, in addition to the requirements of Section 9.2, that:

#### 9.12 CONSTRUCTION OF OR MODIFICATIONS TO SURFACE WATER DIVERSIONS

1. **Measures to minimize potential erosion from a Base Flood; and (ARM 36.15.603(3)(b))**  
According to the analysis provided by the applicant and a review completed by the staff at the MT DNRC Floodplain Program, the proposed installation of the new pump station will be designed and built to withstand a Base Flood.
2. **Designs and plans that demonstrate any permanent structure in the stream is designed to safely withstand up to the Base Flood considering the forces associated with hydrodynamic**

**and hydrostatic pressures including flood depths, velocities, impact, ice buoyancy, and uplift forces associated with the Base Flood. ((ARM 36.15.603(3)(c) ((CFR 60.3(a)(3) (CFR 60.3(d)(3))))**

According to the analysis provided by the applicant and a review completed by the staff at the MT DNRC Floodplain Program, the proposed installation of the new pump station will be designed and built to withstand a Base Flood including those forces associated with hydrodynamic and hydrostatic pressures.

#### Review and Findings

Permitting the proposed project described herein and in the submitted application, and other project information (see referenced documents at the end of this Permit), meets all the provisions of the Broadwater County Floodplain Regulations and the following relevant factors (per Section 8.3 Floodplain Permit Criteria):

- 1. Floodplain permit applications shall be approved provided the proposed new construction, substantial improvement, or alteration of an artificial obstruction meets the requirements of the minimum standards and criteria in Sections 9 and 10 and other requirements of these regulations. ((MCA 76-5-406) (44 CFR 60.3))**

The project as proposed appears to meet the minimum standards and criteria as outlined in Sections 9 and 10 of the County Floodplain Regulations.

- 2. A Floodplain permit application for a development that will cause an increase of more than 0.00 feet to the Base Flood Elevation of the Floodway or more than 0.50 feet to the Base Flood Elevation of the Regulated Flood Hazard Area without a Floodway shall not be approved until approval for an Alteration pursuant to Section 4.3 has been approved, the Regulated Flood Hazard Area is amended and a FEMA CLOMR where required is issued.**

Per the Applicant's engineer and the staff at the MT DNRC Floodplain Program, the encroachment analysis provided with the application shows that the project will not cause an increase in the Base Flood Elevation and will withstand the force of a Base Flood.

- 3. The FPA shall determine that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendment of 1972, 36 U.S.C. 1334. (44 CFR 60.3(a)(2).**

The applicant has obtained all the necessary permitting from the following agencies:

- Army Corp of Engineers Nationwide Permit (404 Permit)
- Montana Department of Fish, Wildlife and Parks: 124 Permit
- Montana Department of Environmental Quality 401 Water Quality Permit.
- Temporary Turbidity (318 Authorization)

**Permit Conditions:**

The following conditions are required of the applicant:

1. The project shall conform to the drawings and specifications found in the Joint Application and Encroachment Analysis that was submitted with the Joint Application.
2. The project shall conform to the requirements of all other permits obtained by the Toston Irrigation District or their lessees.
3. Any excavated materials or soil created by the project must be stockpiled outside of the special flood hazard area.
4. Project costs will be paid for by Toston Irrigation District or their lessees. Broadwater County will not incur any costs associated with the construction or design of the project.
5. All work will be conducted on property owned by Toston Irrigation District and MCL Land and Livestock Enterprises.

**Inspection and Penalties for Non-compliance**

Note that pursuant to Section 14 Enforcement of the Broadwater County Floodplain Regulations, the County Floodplain Administrator may make reasonable entry upon any lands and waters in Broadwater County for the purpose of making an investigation, inspection, or survey to verify compliance with the County Floodplain Regulations and this permit. Section 15 Penalties of the Broadwater County Floodplain Regulations indicates that violation of provisions of these Regulations constitutes a misdemeanor, and upon conviction, any person who is found in violation shall be fined not more than one hundred dollars (\$100.00) or imprisoned not more than ten (10) days or both. Each day's continuance of a violation shall be deemed a separate and distinct offence per Section 15 of the regulations.

**Applicant Acknowledgement**

In accepting this permit, the applicant understands that all conditions of the permit must be met, all other regulatory permits have been obtained, and agrees to allow on-site inspections, as needed during construction, to determine compliance with this permit.

UNDERSTOOD AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
Toston Irrigation District, Authorized Signature

Decision Authorization

\_\_\_\_\_  
Chair of the County Commission \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

Referenced Documents – available from Jerry Grebenc, County Floodplain Administrator

**Joint Application:** DNRC State Water Projects Bureau, August 7, 2023

**November 21 2023,** email from Peri Turk, PE, Montana Department of Natural Resources and Conservation, Water Resources Division technical review of the Joint Application as mentioned above.

**Other Agency Permits:**

- Army Corp of Engineers Nationwide Permit (404 Permit)
- Montana Department of Fish, Wildlife and Parks: 124 Permit
- Montana Department of Environmental Quality 401 Water Quality Permit.
- Temporary Turbidity (318 Authorization)

**Broadwater County Floodplain Regulations**

**Cc:**

Traci Sears, DNRC Water Resources Division  
Shawn Higley, WWC Engineering

**BROADWATER COUNTY COMMISSIONERS**

DEBI RANDOLPH | DARREL FOLKVORD

LINDSEY RICHTMYER

515 Broadway Townsend MT 59644

commissioners@co.broadwater.mt.us

RESOLUTION 2023 - \_\_\_\_\_

**A RESOLUTION APPROVING THE APPLICATION OF TRIDENT SOLAR I, LLC, FOR A NEW AND EXPANDING INDUSTRY TAX ABATEMENT.**

**WHEREAS**, the State of Montana has provided enabling legislation to guide the administration of a property tax abatement program for new and expanding industry (“NEI”) pursuant to Mont. Code Ann. §15-24-1401, *et seq.* and various A.R.M.s; and

**WHEREAS**, Broadwater County has received an application for a NEI abatement from Trident Solar I (“Trident”); and

**WHEREAS**, Broadwater County called for a public hearing on this application on September 12, 2022, and caused a notice of said hearing to be published in the Helena Independent Record once a week for two weeks prior to the hearing; and

**WHEREAS**, Broadwater County has provided notice to taxing jurisdictions potentially affected by the abatement; and

**WHEREAS**, it is deemed to be in the public interest to encourage the development of solar projects such as Trident’s within Broadwater County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROADWATER COUNTY that Trident’s application is CONDITIONALLY APPROVED.** The application shall be considered fully approved upon agreement and execution of a mutually agreeable county roads improvement agreement. If approved by the Department of Revenue, the abatement will begin at 25%, starting in tax year 2027.

**PASSED and ADOPTED** by the County Commissioners of Broadwater County, Montana, this 13<sup>th</sup> day of December 2023.

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

**BROADWATER COUNTY COMMISSIONERS**

\_\_\_\_\_  
**DEBI RANDOLPH, CHAIR**

\_\_\_\_\_  
**DARREL FOLKVORD, MEMBER**

ATTEST:

\_\_\_\_\_  
**ANGIE PAULSEN, CLERK AND RECORDER**

\_\_\_\_\_  
**LINDSEY RICHTMYER, MEMBER**



**BEFORE THE  
BROADWATER COUNTY COMMISSION  
BROADWATER COUNTY, MONTANA**

**FINDINGS OF FACT AND ORDER**

**IN THE MATTER OF THE APPLICATION OF CURTIS VAN DYKEN FOR  
PRELIMINARY PLAT APPROVAL OF THE WESTSIDE TRAILS MAJOR  
SUBDIVISION:**

PURSUANT to the Montana Subdivision and Platting Act, Section 76-3-101 through 76-3-614, Montana Codes Annotated, and the Broadwater County Subdivision Regulations, the Broadwater County Planning Board reviewed the proposed preliminary plat for 243 residential lots as submitted by the applicant, together with the required supplementary plans and information, to determine if the information submitted meets the requirements of the Montana Subdivision and Platting Act and the Broadwater County Subdivision Regulations. The Planning Board considered all submitted reports, exhibits, etc., and listened to public testimony and considered written comments.

THEREFORE, with completion of the review and the receipt of all public input the Planning Board being fully advised of all matter presented to it regarding this application, the Planning Board makes the following Findings of Fact:

## FINDINGS OF FACT AND ORDER

### WESTSIDE TRAILS MAJOR SUBDIVISION

Preliminary Plat dated 08/07/2006

**To:** Broadwater County Commissioners  
**From:** Broadwater County Planning Board  
**Subject:** A proposed major subdivision Preliminary Plat to be known as **Westside Trails Subdivision**

#### GENERAL INFORMATION

DATE OF APPLICATION: August 16, 2006  
REVIEW PERIOD ENDS: March 2, 2007

#### **PUBLIC MEETING DATES:**

**Public Hearing – February 1, 2007**

APPLICANT: Curt VanDyken  
6201 Pleasant Street  
Manhattan, MT 59741

APPLICANT'S REPRESENTATIVE: Absaroka Consultants  
P.O. Box 368  
Clyde Park, MT 59018

LEGAL DESCRIPTION: Section 18, T2N, R1E P.P.M., Broadwater County,  
Montana

GENERAL LOCATION: The proposed subdivision is located immediately north of Interstate 90, immediately south of Wheatland Road, and abuts the Broadwater/Jefferson County line to the west.

#### DESCRIPTION

##### PROPOSAL:

The Westside Trails Major Subdivision proposes to develop two hundred forty-three (243) lots; all of which will be residential, single family lots. The two hundred (243) lots will be created from a 536.71-acre parcel of land. The minimum size lot will be approximately 1.0 acre and the maximum approximately 4.18 acres. There are 194.6 acres of proposed open space and 6.22 miles of roads. All two hundred and forty-three (243) residential lots will be served by individual wells and individual wastewater treatment systems. Primary access to the proposed subdivision will be off of Wheatland Road. The required preliminary review fee of \$26,300.00 and the weed management plan application fee of \$1,315.00 have been paid.

#### DISCUSSION:

Test pit information on 17 test pits has been provided in the submittal along with a test pit location map. Comments from the County Sanitarian, Julie Lethert, have not been provided.

Protective Covenants are proposed for Westside Trails. The covenants state that lots shall be used for single-family use only and that no subdivision of a lot is allowed. The homeowners' association is responsible to provide for the construction, installation, replacement, operations, maintenance, and repair of buildings, equipment, common areas, faculties, and services, streets, roads, bridges, lighting, garbage removal and disposal in common areas, etc.

The Applicant has addressed fire protection in the environmental assessment and provided documentation of their correspondence with the fire department. To date an agreed upon and approved fire plan has not been received. According to a letter sent November 20, 2006 by Rusty Collyer of Absaroka Consultants to Bruce Felz, Three Forks Fire Chiefs, two wells are proposed for the Westside Trails Subdivision. One well will have backup power supply with a pump capable of delivering a minimum of 500 gpm @ 20psi through a hydrant system and another capable of delivering 250 gpm at 20psi through a hydrant system without backup power. These wells have been agreed upon between the Three Forks Fire Department and the Applicant; however, it appears that the Three Forks Fire Department has not agreed with Applicant on the remaining requirement for the fire plan.

The Applicant has provided documentation on water rights and there is one agricultural water right on the subject property. It has been indicated that a change in use will be applied for.

Review is performed pursuant to the Montana Subdivision and Platting Act, Section 76-3-101 through 76-3-614, Montana Codes Annotated and the Broadwater County Subdivision Regulations. The proposed preliminary plat, Westside Trails, as submitted by the applicant, together with the required supplementary plans and information, appear to satisfy the requirements of these regulations and with the Broadwater County Growth Policy Plan dated July, 2003.

#### PHYSICAL CONDITIONS:

A lot layout, vicinity map, soils map and preliminary plat showing 1-foot contours for Westside Trails are provided in the preliminary plat application. One (1) rock outcropping has been identified on the property by the Applicant. The rock outcropping is surrounded by lots 117-134 and is visible on the plat. The Applicant indicates that Westside Trails is not within a 100-year floodplain and that the Jefferson River is approximately 2.7 miles from the subject property. A floodplain map was not provided in the application. There are several drainages that traverse Westside Trails.

#### WATER SUPPLY:

Individual wells are proposed to serve the two hundred forty-three (243) residential lots. Information for onsite well logs and water quality reports are provided in Appendix E of the preliminary plat application. There are three (3) existing onsite wells known as the "vault" well, the "pivot" well, and the "east fence line" well. In addition to the three (3)

existing wells, four (4) new wells were drilled onsite. Average total depth of the four (4) new onsite wells provided is 345 feet, static water levels range from 90-213 feet, and the wells yields range from 30-75 gallons per minute (gpm). Laboratory analyses for water samples collected for the four (4) new wells are included in the information provided in Appendix E of the preliminary plat application. The results reveal levels of Nitrate + Nitrite ranging from <0.1 to 3.4 mg/L, a specific conductivity ranging from 704 to 1343 umhos/cm, and an absence of Total Coliform Bacteria in all wells except for well #2. The Applicant has indicated that well #2 will be retested. Explanations describing the three (3) existing wells and well information have also been provided in Appendix E.

The Applicant indicates that it is believed that the proposed subdivision lies above a confined aquifer and that they have discussed this aquifer with Cheryl Consort from DEQ; however a formal letter stating that the “aquifer is confined” has not been received.

#### WASTEWATER TREATMENT:

Individual wastewater systems are proposed on the two hundred forty-three (243) residential lots in the Westside Trails Major Subdivision. Test pit information including a location map has been provided for 17 test pits. The Applicant indicates that none of the test pits dug encountered a limiting layer. Non-degradation information was not provided in the application.

However, the Montana Department of Environmental Quality (DEQ) under the Sanitation in Subdivisions Act will review the adequacy and impact all proposed on-site wastewater treatment systems will have on groundwater quality. DEQ will issue a determination of non-significant impacts in a Certificate of Subdivision Approval, which must be presented to the County for recordation of the final plat.

#### SOLID WASTE:

Lot owners will be responsible for disposal of their own solid waste. Subdivision residents will have the option of hiring an independent contractor to pick up their solid waste or transport it themselves to the Logan Landfill.

#### DRAINAGE:

A storm water drainage report is included in the preliminary plat application Appendix C. The applicant indicates that retention ponds have been designed to retain the 2-year one-hour storm event and all road will have ditches where needed. It is also indicated that runoff will be allowed to follow existing drainage patterns.

### EVALUATION CRITERIA

#### PRESENT LAND USE:

The current land use of this 536.71-acre parcel of land is rural/agricultural.

#### EFFECTS ON AGRICULTURE:

The subdivision will have an effect on agricultural productivity since approximately 536-acres will be removed from the production of crops. No acreage will be removed from the production of livestock. The acres per animal unit month are provided in the environmental assessment. The agricultural criterion indicates that the proposed subdivision is not an economically viable farm unit due to economies of scale and the

land being subdivided is not considered prime agricultural land. The NRCS land capability classification has been provided in the environmental assessment. The Applicant indicates that due to the size of the subdivision there is a potential to conflict with surrounding agricultural uses and that covenants will be put in place to help mitigate any conflicts. No conflicts between the proposed subdivision and adjacent farm operations have been identified. The Applicant states that the subdivision will not interfere with the movement of farm machinery or operation of irrigation systems or diminish the availability or quality of water for irrigation and that the proposed subdivision will not interfere with the movements of livestock. The Applicant indicates that a covenant will be added stating that the Homeowner's Association in accordance with state law will maintain exterior fences.

The responsibility to control noxious weeds will be the developer's until it is turned over to the landowners.

#### ENVIRONMENTAL ASSESSMENT CRITERIA

An Environmental Assessment (EA) was prepared and is separate from the preliminary plat application packet. Letters requesting input from public agencies, along with responses received are also provided in Appendix 2 of the Environmental Assessment.

#### GEOLOGY:

The application indicates that there are no falls, slides or slumps or adverse soil, rock, mud or snow, have been identified on the property. One rock outcropping has been identified on the property and can be seen on the plat between Lots 117 and 134. Seismic activity was not addressed in the application.

#### VEGETATION:

There are no marsh, shrub or forestlands located on the subject property. Small infestations of Canadian Thistle and Knapweed have been identified on the subject property. Weeds will be treated by a licensed weed applicator with appropriate chemicals. The weed plan indicates that the disturbed areas will be reseeded with appropriate grass mixture for the area. The developer is responsible for ensuring noxious weeds are controlled in the subdivision until all lots are sold or responsibility is turned over to the landowners. The homeowners' association will be responsible for weed control measure on all open space, roadways and other commonly held property within the subdivision. A signed weed plan has been provided in Appendix 1 of the environmental assessment.

#### EFFECTS ON WILDLIFE AND HABITAT:

The environmental assessment indicates that antelope and deer inhabit the proposed subdivision. According to the environmental assessment, there are no critical wildlife areas including migration routes, calving areas or critical big game winter range on the subject property. A letter was sent to the Montana Department of Fish, Wildlife and Parks on July 15, 2006 for comments on the proposed subdivision. To date, there has been no response.

#### EFFECTS ON HISTORICAL FEATURES:

A letter was sent on July 15, 2006 to the Montana Historical Society (MHS) to determine if there are known historical, archaeological or cultural sites, which may be affected by the proposed subdivision. A response dated July 17, 2006 was received from Damon

Murdo, Cultural Records Manager. The letter indicates that there have been no previously recorded sites within the designated search locales and due to previous agricultural practices in the area there is a low likelihood cultural properties will be impacted, therefore, a cultural resource inventory is unwarranted at this time. Should cultural resource be inadvertently discovered during this project, the developer will contact the office of the State Historic Preservation Office (SHPO).

#### EFFECTS ON ROADS:

Primary access to all lots will be from Wheatland Road. No lot will have direct access from Wheatland Road; however, access will be from the road network within the subdivision. Westside Trails will have an impact on Wheatland road. To mitigate the effects on Wheatland Road, the developer will participate in a road improvement agreement to upgrade their portion of Wheatland Road. The plat indicates that there is an existing 60-foot county road easement along the west boundary of the subdivision to be abandoned; however, there is not documentation of how it will be abandoned.

All roads will be built to Broadwater County Standards.

A traffic impact study was not provided with the application. The Applicant has indicated that at full build out the subdivision will generate approximately 1,458 one-way trips per day. This was figured at six one-way trips per lot per day. However, the Broadwater County Growth Policy indicates that eight trips per day will be generated per lot. Therefore, approximately 1,944 trips per day will be generated from the Westside Trails Subdivision.

A contract is currently in place with High Country Paving for the construction of the first two miles of Wheatland Road from U.S. Highway 287 to the intersection of Rolling Glen Ranch Road and Wheatland Road. This contract does not include paving, but will provide a road constructed to Broadwater County Road Standards with a graveled road surface. Broadwater County has agreed to provide a dust suppression additive such as Magnesium Chloride to protect the road surface and prevent dust pollution until such time that the roadway can be paved. This portion of the construction will be complete in Spring 2007. Rolling Glen Ranch has entered into a subdivision improvements agreement with Broadwater County dated February 13, 2006 for Wheatland Road Improvements that will expire on February 12, 2008. Therefore, RGR will either have to provide cash in lieu for the remaining portion of Wheatland Road or pave Wheatland Road prior to the expiration date.

#### UTILITIES:

Utility easements were not provided on the boundaries of each lot. The Applicant proposes to run utilities along the internal roads. Vigilante Electric will provide electrical service to the subdivision. A letter dated June 15, 2006 was mailed to Vigilante Electric. To date, a response has not been received. The Applicant indicates that the new lot owners will install utilities within the lots.

#### EFFECTS ON EMERGENCY SERVICES:

The proposed subdivision is in the Three Forks Fire Department jurisdiction, which is approximately 4 1/2 miles from the proposed subdivision. A signed fire plan has not

been received; however, the Applicant has indicated that they will provide two wells for fire protection.

The Broadwater County Sheriff's Department will provide law enforcement. A letter was sent to the Broadwater County Sheriff's Department on July 15, 2006 and a reply has not been received.

The Broadwater Health Center located in Townsend will provide emergency medical services. The Three Forks Ambulance will provide ambulance services. A letter was sent on July 15, 2006 to the Broadwater Health Center. A response was received on July 18, 2006 indicating that the proposed subdivision is within their service and do not anticipate any problems.

#### EFFECTS ON SCHOOLS

The proposed subdivision is in the Three Forks School System. The Applicant indicates that they have spoken with John Overstreet, Superintendent of the Three Forks School Systems, and to figure out the number of students the subdivision would add to the school could be figured at .5 students per household, which is 121 students. However, the Broadwater County Growth Policy indicates the number of students to be 1.5 students per households, or 364 total students.

A letter was received on July 21, 2006 from John Overstreet, District Superintendent, stating that the proposed subdivision should not have a major impact on the school district; however indicates that the school district is asking for a volunteer impact fee to assist the school in accommodating the new students. It is indicated that the developer or his representative will meet with the School District to discuss the impact on the school system prior to final plat approval.

#### EFFECTS ON LAND USE:

Lands surrounding the proposed subdivision are primarily agricultural and rural residential. Morning Sky Estates and Rolling Glen Ranch are located near the proposed subdivision. The proposed subdivision will change the use of the existing parcel from primarily agricultural to rural residential. The subdivision is designed to meet the criteria set forth in the Broadwater County Growth Policy.

#### EFFECTS ON PUBLIC HEALTH AND SAFETY:

No effects on public health and safety were identified on the subdivision. The Environmental Assessment does indicate that the Headwaters Livestock Auction is located within two (2) miles of the subdivision and there may be some odors associated with this land use.

#### PARKS AND RECREATION FACILITIES:

The application indicates 194.69 acres are proposed for parks, open space, and/or common facilities.

## ORDER

IT IS HEREBY ORDERED that the preliminary plat for the Westside Trails Major Subdivision is approved, subject to the conditions listed below. Final plat approval shall be contingent upon completion and compliance with these conditions:

1. Plans for sewage treatment and water supply shall be submitted to the Montana Department of Environmental Quality and the Broadwater County Health Department for review and approval. The Certificate of Subdivision Approval shall be filed with the final plat. All specifications in approved plans shall be met. (*Sections 76-4-101, et. Seq., MCA; Sections 17.36.101, et. seq., ARM; Sections 76-3-102(4), 501(1)(f)(iii), and 608(3)(a), MCA; Sections IV-A-10. and IV-A-11., County Subdivision Regulations*)
2. A stormwater drainage plan, meeting the requirements of the County Subdivision Regulations and drafted by an engineer registered in the State of Montana, shall be submitted to the County Planning Department for review and recommendation. All specifications and requirements of the approved plan shall be met. As part of this condition, drainage easements shall be provided for drainages that are not within designated open space areas. (*Sections 76-3-102(4), 501(1), 504(1)(f)(ii) and 76-3-608(3)(a), MCA; Section IV-A-9., County Subdivision Regulations*)
3. Proof of the approval from the Department of Natural Resources and Conservation for the Change in Use of the agricultural water right shall be submitted prior to final plat approval.
4. All roads must be designed in accordance with the Broadwater County Road Standards, stamped by a Professional Engineer, and submitted to the County Planning Department for review and approval. A letter from the P.E. and County Road Supervisor shall be provided to the County stating that the roads and any improvements have been constructed in accordance with the approved plans and specifications and that he/she has completed an inspection of the roads and any improvements.
5. A Traffic Impact Study (TIS) including the effects on interior Westside Trails subdivision roads, Wheatland Road and U.S. Highway 287 shall be submitted to the Broadwater County Planning office prior to final plat approval. The TIS shall include recommendations for improvements as a result of traffic impacts to interior Westside Trails subdivision roads, Wheatland Road and U.S. Highway 287.
6. If the applicant intends to abandon the 60-foot easement on the western edge of the subdivision, a formal request must be presented to the Broadwater County Commission. If this request is approved, a letter of approval from the Broadwater County Commissioners for the abandonment of the existing 60-foot wide easement along the western boundary of the proposed subdivision shall be submitted to the Broadwater County Planning Office prior to final plat approval.
7. Chisohlm Trail shall match with Kestral Way from Rolling Glen Ranch Estates to create a 4-way intersection with Wheatland Road and Kestral Way.



8. The Applicant shall establish a “no vehicular access” restriction along the northern property line of the Westside Trails subdivision, restricting direct access to Wheatland Road except at the easements for the internal access roads. The applicant shall also establish a “no vehicular access” restriction along the western boundary of the Westside Trails subdivision, restricting direct access to the existing 60’ wide County Road Easement except at the easements for the internal access roads. (*Section 76-3-608(3)(a), MCA*)
9. Prior to any development, Approach Permits shall be requested from the County Road Department for the access off of Wheatland Road. All requirements of the approved permits shall be met. (*Sections 76-3-102(3 and 4), 501(1), 504(1)(f)(i), and 608(3)(a), MCA*)
10. Prior to any development and/or soil disturbance, a Weed Management Plan for the proposed development shall be submitted to the County Weed District for review and approval. All specifications and requirements of the approved plan shall be met (*Sections 76-3-102(5 and 6), 501(1), and 608(3)(a), MCA; Section IV-A-18., County Subdivision Regulations*)
11. Plans for the location and installation of individual mailboxes shall be reviewed and approved by the United States Postal Service prior to installation. (*Sections 76-3-102(4), 501(1), and 608(3)(a and b), MCA; Section IV-A-8(b)(9)., County Subdivision Regulations*)
12. The Applicant shall pay for an address plaque to be placed at the driveway entrance to each lot. The plaques shall conform to the specifications for road identification signs, in accordance with the County Subdivision Regulations. (*Section 76-3-608(3)(a), MCA; Section IV-A-8(b), County Subdivision Regulations*)
13. The applicant and the Fire Protection Authority Having Jurisdiction (FPAHJ) shall use their best efforts to draft a fire protection plan (the “Plan”), specifically for this Subdivision, in accordance with the Broadwater County Subdivision Regulations. The Plan shall be equally acceptable to the FPAHJ, the applicant and the County governing authority. The Plan shall adequately address the Fire Risk Analysis, all Findings of Fact and appropriate Mitigation Measures. In the event, the parties are unable to come to agreement by the final plat submittal, the applicant shall become eligible to provide a contribution for the mitigation of fire risks, not to exceed the per lot cash in lieu fee for water supply or other fire related fees as may be defined in the Broadwater County Subdivision Regulations, in effect at the time of submittal. (*Section 76-3-608(3)(a), MCA; Section IV-A-16., County Subdivision Regulations*)
14. The Applicant shall complete the following for construction of the internal access roads:
  - a. Prior to the construction of any roads or the installation of any utilities, plans for the subject roads and utilities shall be submitted to the County Planning Department for review and approval. Said plans shall meet the requirements of the *County Subdivision Regulations, Section IV-A-8.*
  - b. Improve the internal access roads to the specifications required by the County Subdivision Regulations. The plans for the road construction (including stormwater drainage) shall be reviewed and approved by the County Planning Department prior to any construction. An engineer registered in the State of Montana, with concurrence by the County

Planning Department, shall certify all improvements as meeting County Road Standards. (*Section 76-3-102(1, 3 and 4), 501(1), 504(1)(f)(i), and 608(3)(a, b, and d), MCA; Section IV-A-8(b), County Subdivision Regulations*)

15. The internal access roads shall be given unique road names that are reviewed and approved by the County Planning Department. The name of the internal access roads shall be shown on the face of the final plat and reflected in all documents of the subdivision (covenants, road easements, etc.). (*Sections 76-3-102, 402, 501, 504, and 608(3), MCA; Section 8.94.3003, ARM; County Subdivision Regulations*)
16. The final plat shall be prepared in accordance with the applicable State survey requirements, applicable Montana Subdivision and Platting Act survey requirements and the County Subdivision Regulations. (*Section 76-3-102, 402, 501, 504, and 608(3), MCA; Section 8.94.3003, ARM; Section IV-A-5, County Subdivision Regulations*)
17. Prior to filing the final plat, the Applicant shall adequately fund or improve and pave a proportionate share of Wheatland Road from its intersection with U.S. Highway 287 to the furthest point where Wheatland Road is adjacent to the Westside Trails property. The road improvements would have to be constructed to a minimum of the County road design standards and must be certified as meeting County Road Standards by a registered engineer. All specifications and requirements of the approved plan shall be met. Final plans for the improvements will be submitted to the County Planning Department for approval prior to construction. (*County Subdivision Regulations*).
18. Prior to filing the final plat, the Applicant shall participate in a proportionate share of the design and construction costs for turning lane improvement to U.S. Highway 287 at the intersection with Wheatland Road. The road improvements would have to be constructed to the Montana Department of Transportation standards and must be approved by MDT prior to construction. All specifications and requirements of the approved plan shall be met. (*County Subdivision Regulations*).
19. The Book and Page reference to the restrictive covenants (filed with the County Clerk and Recorder) shall be indicated on the face of the final plat. In addition, restrictive covenants, revocable or alterable only with the consent of the Board of County Commissioners, shall be placed upon the property and shall provide for the following (*Section 76-3-608(3)(a), MCA; County Subdivision Regulations*)
  - a. Notification 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; (*Section 76-3-608(3)(a), MCA*)
  - b. A notification that all dwelling units 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); (*Section 76-3-608(3)(a), MCA*)
  - c. Any additional, replacement, or relocated utility lines shall be installed underground, in accordance with the County Subdivision Regulations,

- unless otherwise determined by the utility provided; (*Section 76-3-608(3)(a), MCA; Section IV-A-13(b), County Subdivision Regulations*)
- d. A “no vehicular access” restriction along the north boundary of the subdivision to Wheatland Road and the 60’ wide County easement along the entire west boundary of the subdivision, with the exception of the easements for the internal access roads; (*Section 76-3-608(3)(a), MCA*)
  - e. Any exterior lighting shall be directed downward to minimize visibility beyond the property lines; (*Section 76-3-608(3)(a), MCA*)
  - f. A waiver of the right to protest but not the right to comment on the method or the amount of the assessment for the creation of or to join a special district for the purpose of providing community water and/or wastewater treatment system improvements and/or maintenance; (*Section 76-3-608(3)(a), MCA*)
  - g. 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:
    - i. Earthquake fault zone and any seismic activity;
    - ii. Water availability;
  - h. A prohibition of the storage of pet foods, garbage, or continuous feeding of domestic pets outdoors or other activities that creates an attractive nuisance for wildlife species (hay or alfalfa storage and feeding are not prohibited where livestock are permitted) (*Section 76-3-608(3)(a), MCA*)
  - i. All cats and dogs must be restrained, penned, or otherwise under the control of their owner at all times (*Section 76-3-608(3)(a), MCA*)
  - j. Notification of the presence of agricultural operations in the vicinity; (*Section 76-3-608(3)(a), MCA*)
  - k. Each lot shall be maintained in a clean, attractive, and weed-free manner; Noxious weeds must be pulled, sprayed or cut prior to seed maturity; (*Sections 76-3-102(5 and 6), 501(1), and 608(3)(a), MCA; Section IV-A-18, County Subdivision Regulations*)
  - l. A waiver of right to protest but not the right to comment on the method or the amount of the assessment for the creation of or to join a rural improvement or maintenance district for the purpose of road maintenance, mosquito control, or equitably funding parks and maintenance of parks. (*Section 76-3-102(4), 501, 504(7), and 621, MCA*)
20. The raising, confinement and/or keeping of livestock shall be allowed only if a small acreage livestock management plan is created with the assistance of the County Extension Agent and submitted to the County prior to final plat approval.
  21. The applicant will be required to submit the preliminary and final plat drawings in electronic format to Broadwater County in ARCGIS, AutoCAD or Microstation format. Additional materials may be requested by the County in electronic format to facilitate review of application materials.
  22. The applicant shall revise the covenants to read that the corporation will retain Homeowner’s Association responsibilities until handed over to the

- homeowners when 70% of the lots have been sold or until January 1, 2011, whichever occurs later.
23. Prior to final plat approval, verification of the existing water rights shall be submitted to the Broadwater County Planning office. (*Section 76-3-504 MCA, County Subdivision Regulations*)
  24. Lots in this subdivision may be subject to impact fees if in place prior to lot sales.
  25. Sections 4Q and 4R of the proposed covenants shall be revised or modified as the Architectural Committee does not have primary jurisdiction over drainfield size or well location. The Broadwater County Sanitarian and the Montana Department of Environmental Quality have primary jurisdiction for locations of wells and drainfields.
  26. The applicant shall designate a location for a school bus turnaround or school bus stop area within the subdivision area. The school bus turnaround or stop area shall be shown on the face of the plat or the developer may designate a specific site offsite of the subdivision for a school bus pickup and/or drop-off. If a turnaround is selected, the turnaround must be reviewed and approved by the Broadwater County Planning Department prior to final plat approval.
  27. Prior to filing the final plat, the following improvements shall be installed or otherwise guaranteed:
    - a. Roads
    - b. Any necessary improvements required by the stormwater drainage plan, weed management plan, or approach permits;
    - c. Utilities abutting and available to each lot (electrical and telephone shall be underground);
    - d. Address plaques, road identification signs, and traffic signs;
    - e. A proportionate share of Wheatland Road shall be improved to Broadwater County Standards as described in Condition #17 above.
    - f. A proportionate share of the design and construction costs for turning lanes on U.S. Highway 287 at the intersection with Wheatland Road will be guaranteed per agreement with Broadwater County as described in Condition #18 above.

If said improvements are not installed prior to final plat, then the Applicant shall enter into a written subdivision improvements agreement with Broadwater County, guaranteeing the construction and installation of such improvements and shall provide an acceptable financial security guarantee, in accordance with County Subdivision Regulations (Appendix G).

28. Prior to filing the final plat, the Applicant shall:
  - a. Provide proof that all taxes and special assessments assessed and levied on the property are paid for the current tax year; including any past delinquencies. (*Section 76-3-611(1)(b), MCA*)
  - b. Provide documentation (abstract of title or platting certificate) showing that the Applicant is the lawful owner of the property with the apparent authority to subdivide the same, showing the names of lien holders or claimants of record and the written consent to the subdivision by the owners of the land, if other than the applicant, and any lien holders of claimants of record against the land. (*Section 76-3-612, MCA*)

Preliminary plat approval of the Westside Trails Major Subdivision shall be in force for three (3) calendar years. At the end of this period the governing body may, at the written request of the subdivider, extend its approval for no more than one (1) calendar year. However, the governing body may extend its approval for a period of more than one (1) calendar year if that approval period is included as a specific condition of a written subdivision improvements agreement.

A party, as defined by 76-3-625 M.C.A., who is aggrieved by a decision of the governing body may, within thirty (30) days after this decision, appeal to the Broadwater County district court.

DATED this \_\_\_\_\_ day of February, 2007

BROADWATER COUNTY COMMISSION

\_\_\_\_\_  
James V. Hohn, Chairman

\_\_\_\_\_  
Keith C. Lynn

\_\_\_\_\_  
Gail M. Vennes

ATTEST:

\_\_\_\_\_  
Rhonda Nelson, Clerk & Recorder

## **BROADWATER COUNTY LEGAL ADVERTISING CONTRACT**

### **1. PARTIES**

**THIS CONTRACT**, made and entered into this \_\_\_\_ day of December, 2023, between BROADWATER COUNTY, MONTANA, a political subdivision of the State of Montana, principal offices at 515 Broadway, Townsend, MT 59644, and MT 43 NEWS, principal place of business at 401 Broadway, Townsend, MT 59644, as Newspaper.

### **W I T N E S S E T H :**

### **2. RECITALS**

**WHEREAS**, Section 18-7-411(1), MCA mandates that the county commissioners shall contract for all advertising required by law; and

**WHEREAS**, Section 18-7-413, MCA mandates that the board of county commissioners shall call for competitive bids for county legal advertising; and

**WHEREAS**, the Board of County Commissioners of Broadwater County, Montana did publicly call for competitive bids for county legal advertising, and a true and correct copy of the call is attached hereto and incorporated herein by reference; and

**WHEREAS**, the call for bids set forth the purchase description, conditions, and services to which the successful bidder would be obligated; and

**WHEREAS**, the Newspaper responded to the call for bids and has been awarded the contract for county legal advertising;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, terms, and agreements herein set forth or referenced, the parties recite their agreement as follows:

### **3. AWARD OF CONTRACT**

Broadwater County (County) awards to MT 43 News (Newspaper) its contract for all legal advertising required by law. County will place all its legal advertising required by law with Newspaper during the term of this contract.

### **4. DUTY TO PERFORM**

Newspaper agrees, covenants, promises, and shall be obligated to print, publish, distribute,

and circulate during the term of this contract all of the County's legal advertising that is required by law as submitted by the County and any of its offices, departments, boards, commissions, districts, committees, teams, or agencies.

Newspaper agrees to print, publish, distribute, and circulate the County's legal advertising content exactly as received, unless modifications are approved in writing by the County, prior to printing or publication. In the event of inconsistencies or contradictions between the language contained in the County's solicitation document and Newspaper's response, the language contained in the County's original solicitation document will prevail. Intentional manipulation or alteration of solicitation document language or content will result in a material breach of duty.

Newspaper agrees to print, publish, distribute, and circulate all timely legal advertising submissions by the County in the next scheduled printing.

Newspaper agrees to provide the County access to any records necessary to determine contract compliance. Newspaper agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the County or third party.

## **5. MATERIAL BREACH**

The failure to perform any of the obligations listed in Paragraph 4 will result in a material breach of duty.

## **6. TERMINATION FOR BREACH OR NONPERFORMANCE**

If either party commits a material breach of its obligations listed in Paragraph 4 under this contract, the other party may terminate this contract by giving the breaching party at least ninety (90) days advance, written notice. During such time, the breaching party is not excused of their duty to perform. Such notice will not result in termination if the breaching party cures that breach before the ninety (90) day period elapses. Termination shall be in addition to any other remedies that may be available to the non-breaching party.

## **7. TERMINATION FOR CONVENIENCE**

Either party to this contract shall have absolute right at any time to terminate this contract by giving at least ninety (90) days advance, written notice.

**8. TERM**

The term of the contract is the from this \_\_\_\_\_ day of December, 2023 to the 30<sup>th</sup> day of June, 2025.

**9. QUALIFICATIONS**

The Newspaper shall maintain its qualifications as set forth in Sections 18-7-411(1) and 7-1-2121(4) and (5), MCA.

**10. CAPABILITIES AND PRACTICES**

The Newspaper shall maintain the capabilities and practices specified in the County Legal Advertising Contract Request for Proposal (RFP).

**11. PRICES**

The Newspaper shall not charge any price that exceeds the maximum set by the state board of county printing. (See Sections 18-7-401(1) and 18-7-404, MCA; and Section 2.67.303, A.R.M.).

The Newspaper shall charge, and the County shall pay, the following prices:

Legal Text Advertising	
First folio insertion	<i>\$ 12.00 per folio</i>
Each subsequent folio insertion	<i>\$ 11.00 per folio</i>
Rates	
Printing Affidavits	<i>\$ 5.00 per affidavit</i>
Printing Online Ads	<i>\$ no charge</i>
Printing Commission Agenda	<i>\$ no charge</i>
Posting Commission Agenda	<i>\$ no charge</i>
Other Rates	
Add a picture	<i>\$ 10.00 per picture</i>

**12. NO SUBCONTRACTING**

The Newspaper shall not assign, transfer, or subcontract any portions of the services under this contract without express, written consent of the County.

**13. NOTICES**

Any notice or communication with respect to this contract shall be deemed sufficiently given if sent by registered or certified mail, postage prepaid and properly addressed as follows:

COUNTY:           Board of County Commissioners  
                      515 Broadway  
                      Townsend, MT 59644



NEWSPAPER: MT 43 News  
401 Broadway  
Townsend, MT 59644

Notice shall be deemed to have been delivered as of two days following the date so mailed. Either party may change its address for the purposes of this Paragraph by giving notice of the change to the other party in the above-described manner of giving notice.

#### **14. MERGER AND ENTIRE AGREEMENT**

The results of all negotiations between the parties leading to the execution of this contract to the extent that agreement was reached between the parties are expressed in this contract and the documents and papers executed in accordance with its provisions (collectively referred to as “these papers”). These papers shall be deemed to include County Legal Advertising and Request for Proposal and the Newspaper’s Bid Form for Broadwater County Legal Advertising. These papers embrace and include the entire transaction between the parties. There have been no representations, covenants, conditions, warranties or agreements between the parties except those expressed in these papers.

#### **15. CONFORMANCE**

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of this contract may be effective for any purpose unless the modification shall be memorialized in a signed and notarized written agreement entered into by all of the parties.

#### **16. ATTORNEY FEES**

The parties each agree to pay their own attorney fees in connection with this transaction, including but not limited to fees incurred in the preparation of this contract and for preparation of any other documents or instruments to consummate this transaction and carry the provisions of this contract into effect. It is expressly understood and agreed that County is represented by the County Attorney of Broadwater County in this transaction and that the County Attorney is not purporting to represent or advise the Newspaper in regard to this transaction, this contract, any documents or instruments used in or related to the transaction, and that the Newspaper has been advised to seek the advice of its own independent legal counsel.

#### **17. FREEDOM OF INFORMATION**

The Newspaper acknowledges that the County must comply with the public’s right to know,

freedom of the press, freedom of information laws, and related laws, and might need to disclose information relating to this contract unless a relevant exemption applies.

**18. EXECUTION AND ACKNOWLEDGMENT**

IN WITNESS WHEREOF, the parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BROADWATER COUNTY, MONTANA

By \_\_\_\_\_  
Debra Randolph  
Chairman Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Angie Paulsen  
County Clerk and Recorder

By \_\_\_\_\_

By \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MONTANA                    )  
  ) ss.  
County of Broadwater                )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public for the State of Montana, personally appeared Debra Randolph, Chairman of the Board of County Commissioners of Broadwater County, Montana, and Angie Paulsen, County Clerk and Recorder of Broadwater County, Montana, to me personally known, and who did each acknowledge to me that they did respectively execute the within instrument by authority of the order of the Board of County Commissioners duly made and entered.

(notary seal)

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

STATE OF MONTANA                    )  
  ) ss.  
County of Broadwater                )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the Publisher who executed the within instrument on behalf of the Newspaper therein named, and acknowledged to me that such newspaper executed the same.

(notary seal)

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