



**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, January 1, 2024**

**OFFICES ARE CLOSED**

**Wednesday, January 3, 2024**

- |                 |   |
|-----------------|---|
| <b>10:00 AM</b> | <b>Public Comment on any subject not on the agenda, and that the Commission has jurisdiction over</b>   |
| <b>10:00 AM</b> | <b>Discussion/Decision, TJ Graveley, Public Works Director, Montana DNRC Land Use Application for Solid Waste Canister Sites</b>  |
| <b>10:05 AM</b> | <b>Discussion/Decision, Applicants for the Solid Waste Board</b>  |
| <b>10:10 AM</b> | <b>Discussion/Decision, Resolution for Broadwater County Commission to Assume the Duties of the Broadwater County Solid Waste District Board</b>  |
| <b>10:20 AM</b> | <b>Discussion/Decision, Resolution Declaring Broadwater County Sheriff's Department K-9, Max to be Retired and Ownership Transferred to Tony Cardova</b>  |
| <b>10:25 AM</b> | <b>Discussion/Decision, Commission Election of Officers</b>   |
| <b>10:30 AM</b> | <b>Discussion and Decision, Resolutions and Policies for 2024</b> <ul style="list-style-type: none"><li><b>a. Resolution establishing Mileage, Lodging, and Per Diem Rates for Broadwater County Business Travel</b></li><li><b>b. Resolution establishing Hours of Operation</b></li><li><b>c. Resolution establishing Regular Meeting Dates and Times of Broadwater Commission</b></li><li><b>d. Resolution establishing Meeting Agenda and Open Meeting Policy</b></li><li><b>e. Resolution establishing Broadwater County Public Process Policy</b></li></ul> |
| <b>10:35 AM</b> | <b>Discussion/Decision, FY 2024 Senate Bill 536 Award; Old Town West Bridge Replacement Project; \$1,814,491</b>  |



DEPARTMENT OF NATURAL RESOURCES  
AND CONSERVATION

Trust Lands Management Division • Central Land Office • Helena  
8001 N. Montana Ave., Helena, MT 59602 Phone: (406) 458-3500 Fax: (406) 458-3506



GREG GIANFORTE, GOVERNOR

1539 ELEVENTH AVENUE

STATE OF MONTANA

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

PO BOX 201601  
HELENA, MONTANA 59620-1601

November 7, 2023

Broadwater County  
515 Broadway  
Townsend, MT 59644

RE: Land Use License #689  
T9N-R1W-36 (Winston Site)  
Land Use License #690  
T5N-R1E-Section 16 (Radersburg Site)  
Broadwater County, Montana

Dear Licensee:

This letter is to advise you that Land Use Licenses #689 and #690 issued to authorize operation of a community solid waste pickup facility will expire as of 2/29/2024.

Should you decide to continue this license, please complete the enclosed applications and return it along with the \$50 processing fee (\$25 per application) no later than January 15, 2024, to the address below:

DNRC-Helena Unit  
8001 N. Montana Ave.  
Helena, MT 59602

Please contact me at [Dylan.craft@mt.gov](mailto:Dylan.craft@mt.gov) or 406-458-3505, if you have any questions.

Thank you,

Dylan Craft  
Land Use Specialist  
CLO-Helena Unit



MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

LAND USE LICENSE APPLICATION

Application Fee \$25 (Non-refundable)

NAME OF APPLICANT Broadwater County
ADDRESS 515 Broadway
CITY Townsend STATE MT ZIP 59644
HOME PHONE SECONDARY PHONE
EMAIL ADDRESS

LICENSE PURPOSE

Application is hereby made to access and/or utilize trust land for the following purpose(s):

Broadwater County Solid Waste Canister Site
- Radersburg Site Land Use License # 690

LOCATION

Describe the location of the requested activity. Include a map or additional page if appropriate.

Tracts of land situated in Broadwater County, Montana, and being further described as follows:

Table with 5 columns: Acres, Section, Township, Range, Part of Section. Handwritten entries: Section 16, Township 5N, Range 1E.

REQUESTED DURATION

Starting Date 3/01/2024

Ending Date

APPLICANT SIGNATURE DATE

Submit completed form and \$25.00 application fee to the local DNRC Office based on the location of the activity. The Area or Unit Manager will determine if a license shall be issued for the proposed use, and will calculate the Land Use License fee. Estimated processing time is 60-90 days.

For DNRC Office locations, see the DNRC website at www.dnrc.mt.gov, or call the DNRC Headquarters at 406-444-2074.



MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

LAND USE LICENSE APPLICATION

Application Fee \$25 (Non-refundable)

NAME OF APPLICANT Broadwater County
ADDRESS 515 Broadway
CITY Townsend STATE MT ZIP 59644
HOME PHONE SECONDARY PHONE
EMAIL ADDRESS

LICENSE PURPOSE

Application is hereby made to access and/or utilize trust land for the following purpose(s):

Broadwater County Solid waste Canister Site
- Winston Site Land Use License #689

LOCATION

Describe the location of the requested activity. Include a map or additional page if appropriate.

Tracts of land situated in Broadwater County, Montana, and being further described as follows:

Table with 5 columns: Acres, Section, Township, Range, Part of Section. Handwritten entries: Section 36, Township 9N, Range 1W.

REQUESTED DURATION

Starting Date 3/01/2024
Ending Date

APPLICANT SIGNATURE DATE

Submit completed form and \$25.00 application fee to the local DNRC Office based on the location of the activity. The Area or Unit Manager will determine if a license shall be issued for the proposed use, and will calculate the Land Use License fee. Estimated processing time is 60-90 days.

For DNRC Office locations, see the DNRC website at www.dnrc.mt.gov, or call the DNRC Headquarters at 406-444-2074.

**BROADWATER COUNTY COMMISSIONERS**  
DEBI RANDOLPH | DARREL FOLKVORD  
LINDSEY RICHTMYER  
515 Broadway Townsend MT 59644  
commissioners@co.broadwater.mt.us

RESOLUTION 2024 - \_\_\_\_\_

**A RESOLUTION FOR BROADWATER COUNTY COMMISSIONERS TO ASSUME THE DUTIES OF THE BROADWATER COUNTY SOLID WASTE BOARD.**

**WHEREAS**, on March 19, 1973, the Broadwater County Commission (Commissioners) passed a resolution creating the Broadwater County Refuse Disposal District for the purpose of disposal of solid waste and the Commissioners appointed members to the Board for the Broadwater County Refuse Disposal District (Solid Waste Board); and

**WHEREAS**, County commissioners may by resolution, at a public meeting, assume duties of administrative boards if the minimum number of qualified persons are not available for membership, pursuant to Section 7-1-203, Montana Code Annotated; and

**WHEREAS**, Commissioners, not finding a minimum number of qualified board members to fill vacancies on the Board, propose to assume the duties of the Board with all powers and duties of said board.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROADWATER COUNTY** that the Commissioner's proposal is APPROVED.

**PASSED and ADOPTED** by the County Commissioners of Broadwater County, Montana, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

**BROADWATER COUNTY COMMISSIONERS**

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

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

ATTEST:

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

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

## Melinda Banks

---

**From:** Lindsey Richtmyer  
**Sent:** Friday, December 22, 2023 9:16 AM  
**To:** Melinda Banks  
**Subject:** FW: Solid Waste Board

He didn't do a real long email, but I'm glad we're getting some interest.

LINDSEY RICHTMYER  
BROADWATER COUNTY  
Commissioner  
515 Broadway  
Townsend, MT 59644  
PHONE 406.266.9271  
website | email | map

**DISCLAIMER:**

Email communications may be subject to public disclosure. Most written communications to or from Broadwater County Employees and Officials regarding County Business are public records and may be available to the public and media upon request.

-----Original Message-----

From: Eric Stahl <[REDACTED]@icloud.com>  
Sent: Friday, December 22, 2023 8:49 AM  
To: Lindsey Richtmyer <lrichtmyer@co.broadwater.mt.us>  
Subject: Solid Waste Board

Mrs Richtmyer,

I would like to volunteer for the Solid Waste Board. My contact information is:

[REDACTED]  
[REDACTED]  
[REDACTED]

V/r,

Eric Stahl

Sent from my iPad

## Melinda Banks

---

**From:** Lindsey Richtmyer  
**Sent:** Wednesday, December 27, 2023 8:50 AM  
**To:** Melinda Banks  
**Subject:** Fwd: Solid waste board

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

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**From:** Kristofer J. Meier <kristofermeier@yahoo.com>  
**Sent:** Tuesday, December 26, 2023 6:23:32 PM  
**To:** Lindsey Richtmyer <lrichtmyer@co.broadwater.mt.us>  
**Subject:** Solid waste board

To whom it may concern, I would like to apply for the volunteer position on the solid waste board.

Thank you for my consideration.

Kristofer J. Meier

(406) 439-8307

kristofermeier@yahoo.com



**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)

RESOLUTION 2024 - \_\_\_\_

**A RESOLUTION ESTABLISHING MILEAGE, LODGING AND PER DIEM RATES FOR BROADWATER COUNTY  
BUSINESS TRAVEL**

WHEREAS, the Broadwater County Commission (Commission) wishes to adopt a resolution establishing mileage, lodging and per diem rates for business travel in accordance with Sections 2-18-501, MCA and 2-18-502, MCA.

NOW THEREFORE BE IT RESOLVED the Commission will adhere to mileage, lodging and per diem rates as set by the State of Montana for state employees.

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

**BROADWATER COUNTY COMMISSIONERS**

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

ATTEST:

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

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

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

**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)

RESOLUTION 2024 - \_\_\_\_

**A RESOLUTION ESTABLISHING HOURS OF OPERATION  
FOR BROADWATER COUNTY OFFICES**

WHEREAS, Section 7-4-102, MCA requires the Board of County Commissioners, with the cooperation of each separately elected county official, to establish office hours for all offices in the county; and

WHEREAS, Section 1-1-216, MCA provides for legal holidays observed by the State of Montana and Broadwater County.

NOW, THEREFORE, BE IT RESOLVED, that the Broadwater County Commissioners (Commissioners), in cooperation with county elected officials, establish regular office hours for county offices to be open to the general public from 8:00 a.m. to 5:00 p.m., Monday through Friday and shall be closed legal holidays.

Health Department: The Health Department (including Immunizations and Licensed Establishment programs) shall be open to the general public from 8:00 a.m. to 5:00 p.m. Monday through Friday, and shall be closed on legal holidays.

Sheriff's Office: The Sheriff's Office shall be open to the general public from 8:00 a.m. to 5:00 p.m., Monday through Friday, and shall be closed on legal holidays. The Sheriff's Office serves the needs of the county on a 24-hour/day, 7-day/week basis.

Treasurer/Superintendent of Schools: The Treasurer/Superintendent of Schools Office shall be open to the general public from 8:00 a.m. to 5:00 p.m., Monday through Friday, and shall be closed on legal holidays. The Motor Vehicle Department shall be open to the general public from 8:00 a.m. to 5:00 p.m., Monday through Friday, and shall be closed on legal holidays, but will close for Titles at 4:30 p.m. The County Treasurer may, in the interest of the safekeeping of funds, securities, and records under their control, close their offices during the period from noon to 1 p.m. every day.

Clerk & Recorder/Elections/Surveyor: The Clerk and Recorder/Elections office shall be open to the

general public from 8:00 a.m. to 5:00 p.m., Monday through Friday, and shall be closed on legal holidays. The Clerk and Recorder may, in the interest of the safekeeping of records under their control, close their offices during the period from noon to 1 p.m. every day.

All Other County Departments: County departments, and those under the direct supervision of the Board of County Commissioners, shall be open to the general public from 8:00 a.m. to 5:00 p.m., Monday through Friday, and shall be closed on all legal holidays. Hours and days may be modified by the department head with Commission approval. Departments may close their offices during the period from noon to 1 p.m. every day with Commission approval.

County Holidays:

- |                        |                            |
|------------------------|----------------------------|
| Monday, January 1      | New Year's Day             |
| Monday, January 15     | Martin Luther King Jr. Day |
| Monday, February 19    | President's Day            |
| Monday, May 27         | Memorial Day               |
| Thursday, July 4       | Independence Day           |
| Monday, September 2    | Labor Day                  |
| Monday, October 14     | Columbus Day               |
| Tuesday, November 5    | General Election Day       |
| Monday, November 11    | Veterans' Day              |
| Thursday, November 28  | Thanksgiving Day           |
| Wednesday, December 25 | Christmas Day              |

**BROADWATER COUNTY COMMISSIONERS**

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

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

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

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

ATTEST:

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

**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)

RESOLUTION 2024 - \_\_\_\_

**A RESOLUTION ESTABLISHING REGULAR MEETING DATES OF THE  
BROADWATER COUNTY COMMISSION**

WHEREAS, the Broadwater County Commission (Commission) wishes to establish its regular public meeting dates in accordance with Section 7-5-2122, MCA, and

WHEREAS, Section 2-3-103 (1) MCA, requires the Commission to develop procedures for permitting and encouraging public participation in decisions of the Commission that are of significant interest to the public and to allow public comment within the jurisdiction of the Commission.

NOW THEREFORE BE IT RESOLVED the Commission will hold their regular meeting as follows:

- 1) Wednesday except in the case of a holiday.
- 2) Monday as needed for additional scheduled meetings;
- 3) Meetings will be held in the Commissioners Meeting Room located in the Flynn Building at 416 Broadway, Townsend Montana. At times meetings may be in the Commissioner's Office and will be noticed on the agenda.
- 4) Meetings will begin at 10:00am unless otherwise noticed.
- 5) Working Meetings are open to the public but are not available to watch online and are not recorded.

The Commission may, and with proper posted public notice, following Title 2, Chapter 3, MCA, designate another meeting time, agenda updates, date, and/or place; the Commission will post agendas in 3 public places:

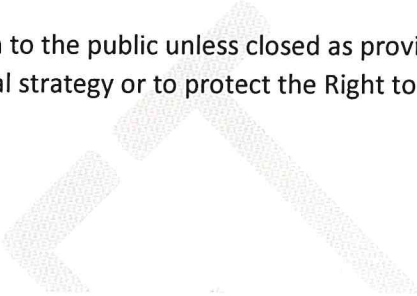
- 1) Broadwater County Courthouse 1<sup>st</sup> floor Bulletin Board at 515 Broadway, Townsend
- 2) The Flynn Building window displays at 416 Broadway, Townsend
- 3) Posted on the Broadwater County website, [broadwatercountymt.com](http://broadwatercountymt.com)

If the Official agenda needs to be revised that agenda will be posted at the locations above AND at Bulletin Board in the US Post Office 501 South Front Street, Townsend at least 48 hours prior to the revised meeting.

The Commission will follow Robert’s Rules of Order, as long as it complies with Montana State Law. The Commission may continue an agenda item.

The Commission will provide reasonable time for any person to submit data or comments in writing and orally prior to the final action that may be taken by the Commission. Such submitted information shall be made part of the public record.

All meetings of the County Commission are open to the public unless closed as provided by statute and the Constitution of the State of Montana for legal strategy or to protect the Right to Privacy of employees or members of the public.



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

**BROADWATER COUNTY COMMISSIONERS**

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

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

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

ATTEST:

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

**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 2024 - \_\_\_\_

**Broadwater County Commission Meeting Agenda and Open Meetings Policy**

It is the policy of Broadwater County Commission that meetings of official boards shall be open to the public. Broadwater County recognizes the opportunity for the public to observe and participate in the actions and deliberations of public agencies in a safe and civil environment is important to a free society. To ensure County Business is conducted in an efficient, equitable, and civil manner Broadwater County meetings will adhere to Robert's Rules of Order, as long as it complies with Montana State Laws and provides for working exceptions for a board of three.

Broadwater County also recognizes the right to privacy, constitutionally guaranteed, is fundamental to the well-being of both the individual and society. Therefore, all meetings of official Broadwater County business shall be open to the public, except when the discussions or deliberations relate to a matter of individual privacy or litigation strategy.

**Established meetings:** In accordance with the annual Resolution setting Commission meeting days and times, Commission meetings will be held on Wednesdays and the following Mondays as needed. Additional days/evenings may be added. Meetings will begin at 10:00 am unless otherwise noticed. Meetings will be held in the Flynn Building meeting room located at 416 Broadway, Townsend MT unless otherwise noticed.

**Public Notice:** Agendas will be published according to Section 2-3-103, MCA. The deadline for scheduling time on the agenda is Wednesday at 1p.m. prior to the meeting.

**Agenda:** Items of public interest will be noticed on the Agenda. In order for a matter to be brought forward, the Presiding Officer shall be notified no later than Wednesday at 3 p.m. of the week preceding the Commission Meeting, or the request may be delayed to a subsequent week. The request to be on the agenda shall include the topic and details of the issue to be considered. If the topic is a new item or presentation, a copy of the presentation must be submitted to the Commission with the agenda request; the Presiding Officer shall make the final decision unless a majority vote of the Commission opposes the said decision. The agenda shall be reviewed by commissioners prior to publication.

**Public Comment:** Civil Public Comment is welcome and encouraged, citizens who wish to speak must present factual information, speak on matters relevant to County Business, and may have time limits set by the Presiding Officer.

Individuals making comments are asked to please state and spell their names for the record. Direct their comments to the Presiding Officer, never to another citizen, guest, employee, or visiting expert.

**Public Hearing:** Public Hearings will be advertised per Section 7-1-2121, MCA in the newspaper of record and the Broadwater County Website. All civil and relevant comments will be considered regardless of the mode in which they are delivered (in person, via phone, email, text, mail, etc....).

- 1) **Meeting:** Official regular meeting agendas will be published on the Official County website, on Fridays preceding the Commission Meetings. Revised official regular meeting agendas may be posted on the Official County website Monday preceding the Commission Meetings. A Commission Meeting may also be noticed by posting according to MCA, Title 2, and the 2023 New Year's Resolution, in 3 public places – the Courthouse at 515 Broadway and the Flynn Building window displays at 416 Broadway, Townsend MT. and the US Post Office 501 Front Street Townsend MT.
- 2) All meetings of the County Commission are open to the public unless closed as provided by statute and the Constitution of the State of Montana for legal strategy or to protect the Right to Privacy of employees or members of the public. Notice will not be given of Consent Agenda items, routine managerial matters, or ministerial actions.

The Presiding Officer may recognize a member of the viewing public as an informational or expert witness at their discretion. If a member of the public wishes to comment on an agenda item, they must address the Presiding Officer, state and spell their name, give relevant comment, and remain civil and the Presiding Officer may impose a time limit for public comment. All such comments will be directed to the Presiding Officer, never to another citizen, guest, employee, or visiting expert.

**Written or Emailed Correspondence:** Requests to read written or emailed correspondence into the public record must be accompanied by the author's name and address for verification of the record. Unanimous submissions will not be accepted. Written and emailed correspondence must follow the civil guidelines established above.

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

**BROADWATER COUNTY COMMISSIONERS**

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

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

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

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

ATTEST:

**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 2024 - \_\_\_\_

## **Broadwater County Public Process Policy**

### **PART I. General Provisions**

**Section 1.01 Purpose.** The purpose of this policy is to establish the rules of procedure for the conduct of meetings and the transaction of business by the Board of County Commissioners of Broadwater County. These rules of procedure are intended to assure that the Commission can accomplish its work efficiently, in full view of the public, and with a reasonable opportunity for the public to participate in the deliberations and decisions of its county government.

**Section 1.02 Authority.** These rules of procedure are promulgated pursuant to and supplement Part 21, Chapter 5, Title 7 & Chapter 1, Title 7 & Title 2, Montana Code Annotated (MCA).

### **PART II. Public Participation**

**Section 2.01 Policy.** The Broadwater County Commission shall afford citizens access to the participation of government actions and access to government information. Article II, Sections 8 and 9 of the Montana Constitution. It is the policy of Broadwater County that the public shall be afforded a reasonable opportunity to participate in the operation of county government prior to the final decision of the Board of County Commissioners concerning any matter of significant interest to the public. A matter of significant interest to the public includes but is not limited to any matter:

1. Requiring a public hearing;
2. Adopting, Implementing, interpreting, prescribing, or altering an ordinance, rule, or policy of the county;



3. Relating to the issuance, denial, or revocation of any license, order, contract or franchise; or

4. Relating to the budgetary and financial affairs of the county.

**Section 2.02 Open Meetings.** A meeting of the Board of County Commissioners is defined as a quorum of Commissioners convened to hear, discuss or act upon any matter over which they have jurisdiction. All meetings of the Board of County Commissioners shall be open to the public, according to Montana law. Chapter 3, Title 2, MCA. However, the presiding officer of the Board may close any meeting during the time the discussion relates to a matter of individual privacy and then if and only if the presiding officer determines that the demands of individual privacy clearly exceed the merits of public disclosure, or for legal strategy.

**Section 2.03 Notice.** The Board of County Commissioners shall give timely notice of any public hearing or any meeting to discuss or act upon any matter of significant interest to the public, as prescribed by law and contained in the Broadwater County Commission Meeting Agenda and Open Meeting Policy.

### **PART III. Procedures.**

**Section 3.01 Agenda Preparation.** Proposed ordinances, resolutions, reports, recommendations, contracts, and all other matters requiring consideration, discussion, or decision by the Board of County Commissioners shall be submitted for inclusion on the Commission Meeting agenda. The Presiding Officer shall arrange the matters requiring discussion or action into an agenda, items on the agenda shall include the topic and details of the issue to be considered. If the topic is a new item or presentation, a copy of the presentation must be submitted to the Commission with the agenda request prior to inclusion on the agenda. The Presiding Officer shall make the final decision, but the agenda shall be reviewed prior to publication by the Commission. If there is disagreement over an agenda item, a majority vote of the Commission will make the final determination. Copies of the agenda shall be readily available.

### **PART IV. Rules of Commission Participation.**

**Section 4.01 Policy.** To provide for the effective participation by all members of the Board of County Commissioners and to protect the right of participation by members of the public appearing before the Commission, all meetings of the Board of County Commissioners shall be conducted in general conformance with the provisions of the current edition of Robert's Rules of Order, except when inconsistent with law or where Robert's Rules of Order are not conducive to a three-person board. Any commissioner can bring information forth, make a motion, second a motion, and shall vote.

**Section 4.02 Rules.** Commission debate shall proceed in accordance with the following rules:

1. A Commissioner desiring to speak shall address the presiding officer, and upon recognition, shall confine him or herself to the question under debate, avoiding abusive and indecorous language or physical aggression.
2. A Commissioner once recognized, shall not be interrupted when speaking unless it is to call him or her to order by the chair. If a Commissioner while speaking is called to order, he or she shall cease speaking until the question of order is determined, and, if in order, he or she shall be permitted to proceed.
3. Order of rotation in matters of debate or discussion shall be at the discretion of the presiding officer.
4. A motion may be made by any member of the Commission but must be seconded prior to vote. If the motion is not seconded it shall be declared failed for lack of a second by the presiding officer.
5. A motion to reconsider any action taken by the Commission may be made the day such action was taken. It may be made either immediately during the same session, or at a recessed and reconvened session thereof. Such a motion may only be made by a Commissioner of the prevailing side, but may be seconded by any Commissioner and it shall be debatable.
6. Nothing herein shall be construed to prevent any member of the Commission from making or remaking the same or any other proper motion at a subsequent meeting of the Commission but the matter must be a scheduled agenda item.

**Section 4.03 Majority of Whole Commission Required.** The affirmative vote of two Commissioners is required to adopt any measure unless a greater number of votes may be required by law or ordinance.

**Section 4.04 Duty to Vote.** It shall be the duty of each commissioner to vote in the affirmative or negative on each motion duly placed before the Commission by the presiding officer. A commissioner should make a brief explanation of the reason why she or he voted in a particular way.

**Section 4.05 Proxy Voting.** A Commissioner who is not present in the meeting at the time a motion is put to a vote cannot vote. Commissioners shall not be permitted to vote by a proxy vote or by written vote. **DO WE NEED TO CLARIFY THIS (that a Commissioner can vote if on the phone or video?)**

**Section 4.06 Conflict of Interest.** All Commission members shall avoid a conflict of interest in their official duties and decisions, as instructed in Montana Code of Ethics, Chapter 2, Title 2, Montana Code Annotated, and Section 7-5-2106, MCA.

## **PART V. Presentation to the Commission.**

**Section 5.01 Procedures.** The general procedure by which items are handled by the Commission at *other than public hearings* shall be as follows:

1. The presiding officer presents the item to the Commission along with a brief summary of the matter for discussion.
2. For the purpose of clarification and after recognition by the presiding officer, Commissioners may direct questions about the item to the presiding officer, staff member, applicant, or applicant's representative.
3. The presiding officer will then invite members of the audience to present or submit testimony. Public comment may be limited by the Presiding Officer.
4. Staff members, applications, or their representatives and members of the audience will be treated with equity, courtesy, and respect and will be expected to conduct themselves in the same manner.
5. All testimony shall be directed to the presiding officer.
6. Deliberation by the Commission shall be made in full view of the public. Debate shall be based on facts and evidence, and opposition shall be substantive to encourage communication and compromise. Discourse will avoid abusive and indecorous language or physical aggression.
7. The Commission may, upon a proper motion and second, vote on the matter or postpone the matter until a date certain.

## **PART VI. Public Hearings**

**Section 6.01 Procedures.** When required by law, the Commission shall conduct public hearings pursuant to following the guidelines in Section 7-2-4131, Montana Code Annotated. A public hearing is conducted separately from a General Commission meeting, but may be held within a General Commission meeting by closing that meeting, opening the public hearing then repeating the process to close the public hearing and open the General Commission meeting. Public testimony will be presented to the Commission in the same format as described in PART V, except that witnesses may be required to testify under oath as provided by law in which case the Commission shall not be bound by the strict rules of evidence, but may exclude irrelevant, immaterial, incompetent, or unduly repetitious testimony or evidence. The presiding officer shall rule on all questions relating to the admissibility of testimony or evidence and may request advice from the County Attorney. The ruling of the presiding officer may be overruled by a majority vote of the Commission. Additionally, the following rules of procedure shall apply:

1. The presiding officer will present the item to the Commission and read in full the applicable Resolution under consideration.
2. The proponents or opponents, their agent or attorney, may submit petitions and letters prior to the closing of the hearing, and the same shall be entered by reference into the minutes and considered as other testimony received at the hearing.
3. Staff members, applications, or their representatives and members of the audience will be treated with equity, courtesy, and respect and will be expected to conduct themselves in the same manner.
4. All testimony shall be directed to the presiding officer.
5. Following the presentation of all testimony and evidence, the Commission may: (1) Continue the hearing to a date certain to allow additional information to be submitted; (2) Close the public hearing and proceed to Commission debate of the matter; or (3) Continue the Commission debate and vote to a date certain.
6. Commission debate on the matter shall be made in full view of the public. Debate shall be based on facts and evidence, and opposition shall be substantive to encourage communication and compromise. Discourse will avoid abusive and indecorous language or physical aggression.
7. A public hearing which has been formally closed may not be reopened. If additional information is required before a decision can be made, the Commission, upon a motion duly made, seconded, and passed, may call for an additional public hearing which hearing shall be duly noticed as required by law and this policy.

## **PART VII. Guide for Public Participation**

**Section 7.01 Guidelines for Public Participation.** The following guidelines shall serve to assure reasonable and fair public participation in the decisions of the County Commission.

1. The public shall be invited to speak on any item under consideration by the Commission after recognition by the presiding officer.
2. The speaker should stand (if physically able) and state and spell their name for the record, along with the name of the organization he or she represents and any specific expertise they may possess.
3. The Presiding Officer may recognize a member of the viewing public as an informational or expert witness at their discretion.

4. The Presiding Officer may limit public comment in an equitable manner.
5. Prepared statements are welcomed and should be given to the presiding officer and noted in the minutes of the meeting. All statements presented must be authored, signed, and contain an address. All prepared statements shall become a part of the permanent record.
6. While the Commission is in session, members of the public must preserve order and decorum. No person shall delay or interrupt the proceedings or the peace of the Commission nor disturb any member of the public or of the Commission while speaking or refuse to obey the orders of the presiding officer of the Commission. Such actions will result in the removal of such individuals from the meeting.
7. Any person who, while testifying, uses indecorous or abusive language or who becomes boisterous or disruptive shall be barred from further presentation to the Commission by the presiding officer, unless permission to continue is granted by a majority vote of the Commission.

#### **PART VIII. Decorum**

**Section 8.01 Commission Conduct.** The Commission will conduct themselves professionally at all times and treat the position of Commissioner seriously and respectfully.

1. Commissioners shall be prepared with a knowledge of the issues on the agenda.
2. Staff members, members of the audience, citizens, and commissioners will be treated with equity, courtesy, and respect and will be expected to conduct themselves in the same manner.
3. Public comment may be limited by the Presiding Officer.
4. All testimony shall be directed to the presiding officer.
5. Deliberation by the Commission shall be made in full view of the public. Debate will be based on facts and evidence, and opposition will be substantive to encourage communication and compromise. Discourse will avoid abusive and indecorous language or physical aggression.
6. The Commission may, upon a proper motion and second, vote on the matter or postpone the matter until a date certain.

#### **PART IX. Ordinances and Resolutions**

**Section 9.01 Ordinances.** Except as provided by law, proposed ordinances may be introduced only by a member of the Board of County Commissioners and in the following manner:

1. A draft of a proposed ordinance shall be presented to the Commission prior to being included as an agenda item. (This does not include an emergency ordinance which may be acted upon by the Commission as provided by law.)
2. If the draft ordinance is provisionally adopted by the Commission during this first reading, it shall then be placed on the agenda for a second reading and final adoption occurring at least twelve (12) days after the first reading and provisional adoption. After being provisionally adopted, the ordinance shall be posted in a conspicuous place on the posting board i.e. ~ the courthouse, Broadwater County Website. and copies thereof shall be available to the public.
3. The reading of the ordinance's title and number shall be sufficient to constitute a reading and an actual oral pronouncement of each word contained therein of the proposed ordinance or resolution is not required and shall be waived unless required by a majority vote of the Commission.
4. All ordinances, except emergency ordinances, shall become effective thirty (30) days after the second reading and final adoption. All emergency ordinances shall become effective at the time indicated therein.

**Section 9.02 Resolutions.** A Resolution is a statement of policy by the governing body or an order by the governing body that a specific action is taken. Section 7-1-4121(22) MCA.

Resolutions may be introduced at any time by a member of the Board of County Commissioners, in the form required by the Commission. The following process shall be followed:

1. A proposed resolution shall be presented to the Commission as an agenda item during a regularly scheduled meeting. (An emergency resolution shall be presented and acted upon by the Commission as provided by law.)
2. Resolutions may be submitted and adopted at a single meeting of the governing body. Section 7-1-121(2).
3. If Montana law requires a Public Hearing for the subject matter or action of a particular Resolution, then the Commission shall observe the Public Hearing procedure as described in PART VI.
4. If Montana law requires the Commission to give Notice by Publication for the subject matter or action of a particular Resolution, then the Commission shall follow the Notice by Publication procedure in Section 7-1-2121 for that particular Resolution.

5. All resolutions shall become effective once they are approved by majority vote of the Board of County Commissioners and signed by the chairperson.

**Section 9.03 Right of Initiative.** The people retain the right to present ordinances and resolutions for adoption by the initiative process, as prescribed by law.

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

**BROADWATER COUNTY COMMISSIONERS**

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

ATTEST:

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

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

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

**BROADWATER COUNTY COMMISSIONERS**

DEBI RANDOLPH | DARREL FOLKVORD

LINDSEY RICHTMYER

515 Broadway Townsend MT 59644

commissioners@co.broadwater.mt.us

RESOLUTION 2024 - \_\_\_\_\_

**A RESOLUTION DECLARING BROADWATER COUNTY SHERIFF'S DEPARTMENT K-9 "MAX" TO BE RETIRED AND OWNERSHIP TRANSFERRED TO TONY CORDOVA.**

**WHEREAS**, Broadwater County, by and through the Broadwater County Sheriff's Department (Department), owns K-9 "Max" who was donated to Broadwater County by the Washington D.C. Metro Police Department;

**WHEREAS**, K-9 "Max" is no longer needed for use by the Department at present or in the foreseeable future;

**WHEREAS**, K-9 "Max" is around ten years old and nearing the end of his professional career and older law enforcement dogs do not transition well to a new handler;

**WHEREAS**, the boards of county commissioners of this state may "sell, trade, or exchange any personal property, however acquired, belonging to the county that is not necessary to the conduct of county business or the preservation of its property" (see Mont. Code Ann. § 7-8-2211);

**WHEREAS**, Commissioners finding it to be in the best interest of the Department and Broadwater County that K-9 "Max" be retired and ownership of "Max" transferred to Tony Cordova as "Max" is not necessary to conduct county business;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROADWATER COUNTY** that K-9 "Max" is hereby declared not necessary to the conduct of county business or the preservation of its property, "Max" is retired from his law enforcement duties, and the ownership of "Max" is transferred to Tony Cordova.



**PASSED and ADOPTED** by the County Commissioners of Broadwater County, Montana, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

**BROADWATER COUNTY COMMISSIONERS**

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

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

ATTEST:

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

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

DRAFT

**FUNDING AGREEMENT**  
FY 2024 Senate Bill 536 Award  
Old Town West Bridge Replacement Project

This Funding Agreement (AGREEMENT) is made and entered into by and between Broadwater County (RECIPIENT), 515 Broadway Street, Townsend, MT 59644, (81-6001337) and the Montana Department of Transportation (MDT), PO Box 201001, Helena, MT 59620 (81-0302402), together referred to as “the PARTIES.”

The purpose of this AGREEMENT is to establish the responsibilities and duties of the PARTIES with respect to MDT’s award of \$1,000,000 to RECIPIENT for the Old Town West Bridge Replacement Project (PROJECT).

RECIPIENT has proposed the PROJECT for the purpose of replacing Old Town West Bridge (MDT structure #02352) where it crosses the Jefferson River on Old Town Road in Broadwater County.

WHEREAS, the PROJECT’s total estimated cost is \$1,814,491; and

WHEREAS, the RECIPIENT applied for and received a Montana Coal Endowment Program (MCEP) grant through the State of Montana’s Governor’s Office in 2023 in the amount of \$750,000; and

WHEREAS, the RECIPIENT is responsible for providing the remaining \$1,064,491 in PROJECT costs; and

WHEREAS, the 68<sup>th</sup> Montana Legislature passed Senate Bill 536, effective July 1, 2023, codified as Mont. Code Ann. § 15-70-132, to provide funding or a state matching source of funds for the reconstruction and repair of off system bridges, secondary and/or urban highway system routes, or providing a state matching source for discretionary grants for road and bridge repair or reconstruction awarded to local governments; and

WHEREAS, the RECIPIENT requested and MDT awarded a SB 536 funding match of \$1,000,000 to be used by RECIPIENT for PROJECT costs; and

NOW THEREFORE, the PARTIES agree as follows:

**I. FUNDING**

1. RECIPIENT:

- a. Will accept one million dollars (\$1,000,000) for RECIPIENT’s use on the PROJECT and will only spend the funds on expenses for the PROJECT.
- b. Agrees that MDT’s maximum and only funding contribution to the PROJECT is the one-time payment of \$1,000,000.

2. MDT:

- a. MDT will pay RECIPIENT the amount of \$1,000,000 out of Senate Bill 536 grant award matching funds when this AGREEMENT is fully executed.

**II. GENERAL TERMS AND CONDITIONS**

1. Hold Harmless and Indemnification

- a. The RECIPIENT agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments ( including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the RECIPIENT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the RECIPIENT, its agents, or sub-contractors, under this AGREEMENT, except the sole negligence of MDT.
  - b. MDT agrees to protect, defend, indemnify, and hold the RECIPIENT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments ( including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this AGREEMENT, except the negligence of the RECIPIENT.
2. Insurance
- a. General Requirements: Each PARTY shall maintain for the duration of this AGREEMENT, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this AGREEMENT by each PARTY, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
  - b. General Liability Insurance: Each PARTY shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this AGREEMENT, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
  - c. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each PARTY must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each PARTY reserves the right to request complete copies of the other PARTY's insurance policy or self-insured memorandum of coverage at any time.
  - d. Workers' Compensation Insurance: The RECIPIENT must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers' compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the RECIPIENT nor its employees are employees of MDT. This insurance/exemption must be valid for the entire AGREEMENT period.
3. Choice of Law and Venue – This AGREEMENT shall be governed by the laws of Montana. The PARTIES agree that any litigation concerning this AGREEMENT must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each PARTY shall pay its own costs and attorney fees except as otherwise noted in this AGREEMENT.

4. Binding Effect – The benefits and obligations set forth in this AGREEMENT shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the PARTIES.
5. Relationship of Parties – Nothing contained in this AGREEMENT shall be deemed or construed (either by the PARTIES hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the PARTIES.
6. Non-Discrimination – The RECIPIENT will require that during the performance of any work arising out of this AGREEMENT the RECIPIENT, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment A attached hereto and made part of this AGREEMENT.
7. Americans with Disabilities Act (ADA) – MDT requires that any construction resulting from this AGREEMENT must include appropriate pedestrian facilities that meet or exceed current MDT policies and guidelines for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessibility Design, United States Access Board Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, and MDT’s detailed drawings, 608 series.
8. Audit – The RECIPIENT grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the RECIPIENT maintains in connection with this AGREEMENT.
9. Access and Retention of Records – The City agrees to provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine compliance with the AGREEMENT. The City agrees to create and retain records supporting this AGREEMENT for a period of three (3) years after the completion date of the AGREEMENT or the conclusion of any claim, litigation or exception relating to the State of Montana or a third party.
10. Amendment and Modification – This AGREEMENT may be modified or amended only by written Amendment signed by the PARTIES. In addition to the terms and conditions contained herein, the provisions of any Amendment may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Amendment, the provision of the Amendment shall control, unless the provisions thereof are prohibited by law.
11. Representatives
  - a. RECIPIENT’s Representative: The RECIPIENT’s representative for this AGREEMENT shall be the RECIPIENT manager or designee or such other individual as RECIPIENT shall designate in writing. Whenever approval or authorization from or communication or submission to RECIPIENT is required by this AGREEMENT, such communication or submission shall be directed to the RECIPIENT’s representative and approvals or authorizations shall be issued only by such representative; provided, however, that in exigent circumstances when RECIPIENT’s representative is not available, MDT may direct its communication or submission to other designated RECIPIENT personnel or agents.

RECIPIENT's contacts for billing and accounting:

Debbie Kelley

Finance Officer; Payroll Admin

[dkelley@co.broadwater.mt.us](mailto:dkelley@co.broadwater.mt.us)

406-266-9201

515 Broadway

Townsend, MT 59644

- b. MDT's Representative: The MDT representative for this AGREEMENT shall be the Chief Financial Officer or Rail, Transit & Planning Division Administrator, or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this AGREEMENT, such direction or communication shall be directed to MDT's representative; provided, however, that in exigent circumstances when MDT's representative is not available, RECIPIENT may direct its direction or communication or submission to other designated MDT personnel or agents.

MDT's contact for billing and accounting:

Ashley Higgins

Special Project Accountant

[ahiggins@mt.gov](mailto:ahiggins@mt.gov)

406-444-7290

P.O. Box 201001

Helena, MT 59620-1001

**EXECUTION BY BROADWATER COUNTY (RECIPIENT)**

\_\_\_\_\_  
*Signature of RECIPIENT'S Designated Representative*

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

Debi Randolph, Commissioner  
*Name and Title of RECIPIENT'S Designated Representative*

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

**Reviewed for Legal Content:**

\_\_\_\_\_  
*Signature of RECIPIENT'S Legal Services Representative*

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

Kaylan Minor, Deputy County Attorney  
*Name and Title of RECIPIENT'S Legal Services Representative*

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

**EXECUTION BY STATE OF MONTANA DEPARTMENT OF TRANSPORTATION (MDT)**

\_\_\_\_\_  
*Signature of MDT's Designated Representative* Date: \_\_\_\_\_

Malcolm D. Long, Director  
*Name and Title of MDT's Designated Representative* Date: \_\_\_\_\_

**Reviewed for Legal Content:**

\_\_\_\_\_  
*Signature of MDT's Legal Services Representative* Date: \_\_\_\_\_

Valarie Balukas, Senior General Council  
*Name and Title of MDT's Legal Services Representative* Date: \_\_\_\_\_

**Reviewed for Civil Rights Content:**

\_\_\_\_\_  
*Signature of MDT's Civil Rights Representative* Date: \_\_\_\_\_

Megan Handl, Bureau Chief, Civil Rights  
*Name and Title of MDT's Civil Rights Representative* Date: \_\_\_\_\_

**MDT NON-DISCRIMINATION  
AND  
DISABILITY ACCOMMODATION NOTICE**

Montana Department of Transportation (MDT) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin, sex, sexual orientation, gender identity, age, disability, income-level & Limited English Proficiency

State protected classes

Race, color, national origin, parental/marital status, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, religion/creed, social origin or condition, genetic information, sex, sexual orientation, gender identification or expression, ancestry, age, disability mental or physical, political or religious affiliations or ideas, military service or veteran status, vaccination status or possession of immunity passport

For the duration of this contract/agreement, the PARTY agrees as follows:

1. **Compliance with Regulations:** The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-Discrimination:**
  - a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
  - b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
    - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
    - ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
    - iii. Contact information for the PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
    - iv. Information on how to request information in alternative accessible formats.
  - c. In accordance with Mont. Code Ann. § 49-3-207 the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.



**3. Participation by Disadvantaged Business Enterprises (DBEs):**

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at [mdt.mt.gov/business/contracting/civil/dbe.shtml](http://mdt.mt.gov/business/contracting/civil/dbe.shtml)
- b. By signing this agreement, the PARTY assures MDT that:

*The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

- c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.
- 4. Solicitation for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.
- 5. Information and Reports:** The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 6. Sanctions for Noncompliance:** In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
  - b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

**7. Pertinent Non-Discrimination Authorities:** During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

*Federal*

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

*State*

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Non-discrimination provision in all public contracts.

8. **Incorporation of Provisions:** The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United State.

Revised: 5/12/2021 310 Form 270 and Instructions may be downloaded from: <a href="http://dnrc.mt.gov/licenses-and-permits/stream-permitting">http://dnrc.mt.gov/licenses-and-permits/stream-permitting</a>	<b>CD/AGENCY USE ONLY</b> Application # <u>Click to enter text.</u> Date Received <u>        </u> Date <u>        </u>	
	Date Accepted <u>        </u> Date <u>        </u>	Initials <u>        </u> Initials <u>        </u> Date FW: to FWP <u>        </u> Date <u>        </u>
<i>This space is for all Department of Transportation and SPA 124 permits (government projects).</i>		
Project Name <u>Click to enter text.</u>	Control Number <u>Click to enter text.</u> Contract Letting Date <u>        </u> Date <u>        </u>	
MEPA/NEPA Compliance <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, #C5 of this application does not apply.

## JOINT APPLICATION FOR PROPOSED WORK IN MONTANA'S STREAMS, WETLANDS, FLOODPLAINS & OTHER WATER BODIES

**This is a standardized application to apply for one or all local, state, or federal permits listed below.**

- Refer to instructions to determine which permits apply and submit a signed application to each applicable agency.
- Incomplete applications will result in the delay of the application process.
- The applicant is responsible for obtaining all necessary permits and landowner permission before beginning work.
- **Other laws may apply.**

	<u>PERMIT</u>	<u>AGENCY</u>	<u>FILL OUT SECTIONS</u>	<u>FEE</u>
	310 Permit	Local Conservation District	A - E and G	Inquire locally
X	SPA 124 Permit	Department of Fish, Wildlife and Parks	A - E and G	No fee
	318 Authorization 401 Certification	Department of Environmental Quality	A - E and G	\$250 (318); \$400 - \$20,000 (401)
	Navigable Rivers Land Use License, Lease, or Easement	Department of Natural Resources and Conservation, Trust Lands Management Division	A - E and G	\$50, plus additional fee
X	Section 404 Permit, Section 10 Permit	U. S. Army Corps of Engineers (USACE)	A - G F1-8	Varies (\$0 - \$100)
X	Floodplain Permit	Local Floodplain Administrator	A - G	Varies by city/county (\$25 - \$500+)

### A. APPLICANT INFORMATION

**APPLICANT NAME** (person responsible for project): Broadwater County

Has the landowner consented to this project?  Yes  No

Mailing Address: 515 Broadway Street, Townsend, MT 59644

Physical Address: 515 Broadway Street, Townsend, MT 59644

Cellphone: N/A Home Phone: (406) 266-9200 E-Mail: drandolph@co.broadwater.mt.us

**LANDOWNER NAME** (if different from applicant): N/A

Mailing Address: N/A

Physical Address: N/A

Cellphone: N/A Home Phone: N/A E-Mail: N/A

**CONTRACTOR/COMPANY NAME** (if applicable): Stahly Engineering & Associates

**PRIMARY CONTACT NAME:** Adam Hagel, PE

Mailing Address: 851 Bridger Drive, Suite 1, Bozeman, MT 59715

Physical Address: 851 Bridger Drive, Suite 1, Bozeman, MT 59715

Cellphone: N/A Home Phone: (406) 601-4070 E-Mail: ahagel@seaeng.com

## B. PROJECT SITE INFORMATION

1. NAME OF **STREAM** or **WATER BODY** at project location Jefferson River  
Project Address/Location: Old Town Road Nearest Town Three Forks, MT  
County Broadwater Geocode: N / A  
N/A1/4 of the N/A 1/4 of, Section 24 Township 2 North, Range 1 East  
Latitude: 45.914078 Longitude: -111.542647 Refer to section B1 in the instructions.
2. Is the proposed activity within **SAGE GROUSE** areas designated as general, connected, or core habitat?  
Yes  No  Attach consultation letter if required. Refer to section B2 in the instructions.
3. Is this a **STATE NAVIGABLE WATERWAY**? The state owns beds of certain navigable waterways.  
Yes  No  If yes, send a copy of this application to the appropriate DNRC land office. Refer to section B3 in the instructions.
4. **WHAT IS THE CURRENT CONDITION** of the proposed project site? Describe the existing bank condition, bank slope, height, nearby structures, and wetlands. What vegetation is present? Refer to section B4 in the instructions.

The existing structure consists of a steel truss and timber beam bridge founded on two sets of intermediate piers. The existing bridge is currently posted for 7 tons because of the condition of the existing steel truss. The existing banks are approximately 2:1 slopes or steeper, and are partially covered in native grass. Bank heights upstream and downstream of the bridge are approximately 3-ft to 6-ft in height. Underneath the bridge, the water is approximately 5-ft to 6-ft deep, but the depth varies along the river.

## C. PROPOSED PROJECT OR ACTIVITY INFORMATION

1. **TYPE OF PROJECT** (check all that apply) Refer to section C1 in the instructions.
  - Agricultural and Irrigation Projects:** Diversions, Headgates, Flumes, Riparian fencing, Ditches, etc.
  - Buildings/Structures:** Accessory Structures, Manufactured Homes, Residential or Commercial Buildings, etc.
  - Channel/Bank Projects:** Stabilization, Restoration, Alteration, Dredging, Fish Habitat, Vegetation or Tree Removal, or any other work that modifies existing channels or banks.
  - Crossings/Roads:** Bridge, Culvert, Fords, Road Work, Temporary Access, or any project that crosses over or under a stream or channel.
  - Mining Projects:** All mining related activity, including; Placer Mining, Aggregate Mining, etc.
  - Recreation related Projects:** Boat Ramps, Docks, Marinas, etc.
  - Other Projects:** Cistern, Debris Removal, Excavation/Pit/Pond, Placement of Fill, drilling or directional boring, Utilities, Wetland Alteration. Other project type not listed here \_\_\_\_\_

2. **IS THIS APPLICATION FOR** an annual maintenance permit?  Yes  No  
(If yes attach annual plan of operation to this application) – Refer to section C2 in the instructions.

3. **WHY IS THIS PROJECT NECESSARY? STATE THE PURPOSE OR GOAL** of the proposed project. Refer to section C3 in the instructions.

The purpose of this project is to replace an existing county bridge, which is load posted for 7 tons due to corrosion / deterioration, with a new bridge that meets county bridge standards and safety needs. The existing bridge was built in 1897 and has deficiencies that have forced the County to load post the bridge. This bridge serves as a vital route between residents on the northwest side of the waterway and the freeway / interstate. The bridge replacement will provide emergency services a shorter route to serve residents located on the northwest side of the bridge.

4. **PROVIDE A BRIEF DESCRIPTION** of the proposed project plan and how it will be accomplished. Refer to section C4 in the instructions.

The proposed project would remove and replace the existing steel truss / timber bridge, along with the intermediate piers. A new 2-span bridge will be constructed, consisting of driven steel piles, concrete piers / abutments, and prestressed beams. The new bridge would be placed along the same alignment. Both spans will be 100-feet long and the intermediate pier will be located outside of the thalweg of the channel. Riprap will be placed to protect the abutments from scour.

**5. WHAT OTHER ALTERNATIVES were considered to accomplish the stated purpose of the project? Why was the proposed alternative selected? Refer to section C5 in the instructions.**

Alternatives included “no action”, a single span truss bridge and multiple span steel bridge. Because of the deteriorated condition of the bridge, the “no action” alternative is not viable. The single span steel bridge option was ruled out because the cost of a single span truss rendered the option cost prohibitive. The concrete bridge design alternative was chosen over the steel option due to cost, reliability, and ease of construction.

**6. NATURAL RESOURCE BENEFITS OR POTENTIAL IMPACTS. Please complete the information below to the best of your ability.**

\* Explain any temporary or permanent changes in erosion, sedimentation, turbidity, or increases of potential contaminants. What will be done to minimize those impacts?

The existing bridge has two sets of large piers in the river, which impact flow during high water. The large piers will be replaced by a single multi-pile intermediate pier that will be narrower than the existing piers and will improve flow through the crossing. The new bridge will be longer than the existing bridge, which will also improve flow through the crossing. Silt fence will be installed between excavation and stream channel, and disturbed areas will be re-vegetated.

- Will the project cause temporary or permanent impacts to fish and/or aquatic habitat? What will be done to protect the fisheries?

Riprap will be installed to mitigate site disturbance, re-vegetate disturbed areas, maintain channel for fish passage.

- What will be done to minimize temporary or permanent impacts to the floodplain, wetlands, or riparian habitat?

Wetland and riparian habitat disturbance will be minimized by restricting excavation and construction activities to the existing road right of way, and only disturbing what is necessary for construction.

- What efforts will be made to decrease flooding potential upstream and downstream of project?

The existing intermediate piers will be replaced by a smaller pier and the bridge length / low beam elevations will be designed to accommodate no rise in water surface elevations.

- Explain potential temporary or permanent changes to the water flow or to the bed and banks of the waterbody. What will be done to minimize those changes?

The existing bridge is a multiple span bridge with piers in the channel, which negatively affects the flow of water in the river. The existing piers will be replaced with piles that are smaller, which should improve flow through the crossing. The new bridge will be longer than the existing bridge and the opening will be designed to accommodate no rise in water surface elevations.

- How will existing vegetation be protected and its removal minimized? Explain how the site will be revegetated. Include weed control plans.

Vegetation disturbance will be minimized by restricting excavation and construction activities to the existing road right of way, and construction easements necessary for a work bridge, and only disturbing what is necessary for construction. All equipment will be weed washed prior to mobilization to the project site.

## D. CONSTRUCTION DETAILS

1. **PROPOSED CONSTRUCTION DATES.** Include a project timeline. Start date 10/1/2024  
Finish date 4/1/2025 How long will it take to complete the project? 6 months Is any portion of the work already completed?  
 Yes  No (If yes, describe previously completed work.)

Refer to section D1 in the instructions.

2. **PROJECT DIMENSIONS.** Describe length and width of the project. Refer to section D2 in the instructions.

The project will be 725-feet long of road and bridge re-construction, covering 0.71 acres.

The project will encroach 6-ft into the waterway on the east and is 85-ft from the waterway on the west, both from the OHWM.

The project will extend 300-ft from the waterway on the east (as the crow flies) and 275-ft from the waterway on the west, both from the OHWM.

3. **EQUIPMENT.** List all equipment that will be used for this project. How will the equipment be used on the bank and/or in the water? Note: All equipment used in the water must be clean, drained and dry. Refer to section D3 in the instructions.

Standard equipment: Dozer, skid steer, excavator, haul truck, and crane. Project documents include special provision stating that all equipment must be clean and free of weeds prior to mobilizing to the job site.

Will equipment from out of state be used? YES  NO  UNKNOWN

Will the equipment cross west over the continental divide to the project site? YES  NO  UNKNOWN

Will equipment enter the Flathead Basin? YES  NO  UNKNOWN

4. **MATERIALS.** Provide the total quantity and source of materials proposed to be used or removed. Note: This may be modified during the permitting process therefore it is **recommended you do not purchase materials until all permits are issued.** List soil/fill type, cubic yards and source, culvert size, rip-rap size, any other materials to be used or removed on the project. Refer to section D4 in the instructions.

<u>Cubic yards/Linear feet</u>	<u>Size and Type</u>	<u>Source</u>
295 cys	Class II Riprap	Local Pit
211 cys	Bridge End Backfill	Local Pit
46 cys	Class Structure Concrete	Commercial Supply
730 lft	Steel Piles	Commercial Supply

## E. REQUIRED ATTACHMENTS

1. **PLANS AND/OR DRAWINGS** of the proposed project. **Include:**
- Plan/Aerial view
  - an elevation or cross section view
  - dimensions of the project (height, width, depth in feet)
  - location of storage or stockpile materials dimensions and location of fill or excavation sites
  - drainage facilities
  - location of existing/proposed structures, such as buildings, utilities, roads, or bridges
  - an arrow indicating north
  - Site photos
2. **ATTACH A VICINITY MAP OR A SKETCH** which includes: The water body where the project is located, roads, tributaries, other landmarks. Place an "X" on the project location. Provide written directions to the site. This is a plan view (looking at the project from above).
3. **ATTACH ANNUAL PLAN OF OPERATION** if requesting a **Maintenance 310 Permit**.
4. **ATTACH AQUATIC RESOURCE MAP.** Document the location and boundary of all waters of the U.S. in the project vicinity, including wetlands and other special aquatic sites. Show the location of the ordinary high-water mark of streams or waterbodies. **if requesting a Section 404 or Section 10 Permit.** Ordinary high-water mark delineation included on plan or drawings and/or a separate wetland delineation.

**F. ADDITIONAL INFORMATION FOR U.S. ARMY CORPS OF ENGINEERS (USACE)  
SECTION 404, SECTION 10 AND FLOODPLAIN PERMITS.**

*Section F should only be filled out by those needing Section 404, Section 10, and/or Floodplain permits. Applicants applying for Section 404 and/or Section 10 permits complete F 1- 8. Applicants applying for Floodplain permits, complete all of Section F. Refer to section F in the instructions.*

FOR QUESTIONS RELATING TO SECTION F, QUESTIONS 1-8 PLEASE CONTACT THE USACE BY TELEPHONE AT 406-441-1375 OR BY E-MAIL [MONTANA.REG@USACE.ARMY.MIL](mailto:MONTANA.REG@USACE.ARMY.MIL).

1. Identify the specific **Nationwide Permit(s)** that you want to use to authorize the proposed activity. Refer to section F1 in the instructions.

Nationwide 14 permit

2. Provide the **quantity of materials** proposed to be used in waters of the United States. What is the length and width (or square footage or acreage) of impacts that are occurring within waters of the United States? How many cubic yards of fill material will be placed below the ordinary high-water mark, in a wetland, stream, or other waters of the United States? Note: Delineations are required of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Refer to section F2 in the instructions.

Class II Riprap, 19 cys, 0.004 acres (below the OHWM)  
Native Soil, 83 cys, 0.017 acres (Wetland Impact)

3. How will the proposed project avoid or minimize **impacts to waters of the United States**? Attach additional sheets if necessary. Refer to section F3 in the instructions.

Impacts to the waters of the United States will be minimized by restricting excavation and construction activities to the existing road right of way, construction easements, and only disturbing what is necessary for construction.

4. Will the project impact greater than 0.10-acre of wetland and/or more than 300 linear feet of stream or other waters? If yes, describe how the applicant is going to **compensate (mitigation bank, in-lieu fee program, or permittee responsible)** for these unavoidable impacts to waters of the United States. Refer to section F4 in the instructions.

The project will impact 0.017 acres of wetlands and 70-ft of stream.

5. Is the activity proposed within any component of the **National Wild and Scenic River System**, or a river that has been officially designated by Congress as a “**study river**”? Refer to section F5 in the instructions.

Yes       No

6. Does this activity require permission from the USACE because it will alter or temporarily or permanently occupy or use a **USACE authorized civil works project? (Examples include USACE owned levees, Fort Peck Dam, and others)**? Refer to section F6 in the instructions.

Yes       No

7. List the **ENDANGERED AND THREATENED SPECIES** and **CRITICAL HABITAT(s)** that might be present in the project location. Refer to section F7 in the instructions.

According to the Natural Heritage Program, there is one species of concern in the project vicinity, the bald eagle. There are not any endangered, or critical habitats in the vicinity of the project.

8. List any **HISTORIC PROPERTY(S)** that are listed, determined to be eligible or are potentially eligible (over 50 years old) for listing on the National Register of Historic Places.” Refer to section F8 in the instructions.

The bridge was constructed in 1897 and is eligible for listing on the National Register of Historic Places.



9. List **all applicable local, state, and federal** permits and indicate whether they were issued, waived, denied, or pending. Note: All required local, state, and federal permits, or proof of waiver must be issued prior to the issuance of a floodplain permit. Refer to section F9 in the instructions.

FWP SPA 124 – Pending  
USACE 404 – Pending  
DEQ 318 Authorization – Pending  
Floodplain Permit – Pending

10. List the **NAMES AND ADDRESSES OF LANDOWNERS** adjacent to the project site. This includes properties adjacent to and across from the project site. (Some floodplain communities require certified adjoining landowner lists).

NAME OF **Adjacent Landowner**: [Sheffield George B & Janet L. 351 Old Town Rd. Three Falls, MT 59752](#)

NAME OF **Adjacent Landowner**: [Smith David A. 1118 MI Highway 55, Wainwright, MT 59759](#)

NAME OF **Adjacent Landowner**: [MK L Land & Livestock Enterprises, PO Box 788, Bozeman, MT 59771](#)

NAME OF **Adjacent Landowner**: [Click here to enter name](#) [Click here to enter Address](#)

11. **Floodplain Map Number 30031C0291D** Refer to section F11 in the instructions.

12. Does this project comply with **local planning or zoning regulations**? Refer to section F12 in the instructions.

Yes    No

### G. SIGNATURES/AUTHORIZATIONS

Some agencies require original signatures. **After completing the form**, make the required number of copies and **then sign each copy**. Send the copies with original signatures and additional information required directly to each applicable agency.

The statements contained in this application are true and correct. The applicant possess' the authority to undertake the work described herein or is acting as the duly authorized agent of the landowner. The applicant understands that the granting of a permit does not include landowner permission to access land or construct a project. Inspections of the project site after notice by inspection authorities are hereby authorized. Refer to section G in the instructions.

APPLICANT (Person responsible for project):  
Print Name: Debbie Randolph

LANDOWNER:  
Print Name: N/A

\_\_\_\_\_  
Signature of Applicant                      Date

\_\_\_\_\_  
Signature of Landowner                      Date

\*CONTRACTOR'S PRIMARY CONTACT (if applicable):

Print Name: Adam Hagel, PE

Adam Hagel                      12 / 14 / 23  
Signature of Contractor/Agent                      Date

\*Contact agency to determine if contractor signature is required.

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

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

### **ARTICLE I - PURPOSE**

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

### **ARTICLE II - DURATION and TERMINATION**

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

### **ARTICLE III - CREATION OF ENTITY**

#### **A. CREATION OF REGION 4 MULTI-COUNTY OPIOID ABATEMENT REGION**

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

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

## **ARTICLE IV GENERAL PROVISIONS**

### **1. ASSIGNMENT and AUTHORITY**

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

### **2. COMPLETE AGREEMENT**

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

### **3. APPLICABLE LAW, VENUE and ATTORNEYS FEES**

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

### **4. COMPLIANCE WITH LAW**

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

### **5. SEVERABILITY**

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

### **6. RECORDING**

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

7. INTERLOCAL AGREEMENT

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

This Agreement entered on the Effective Date by:

BEAVERHEAD COUNTY, MONTANA

BROADWATER COUNTY, MONTANA

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Chairman, Board of County Commissioners

DEER LODGE COUNTY, MONTANA

GRANITE COUNTY, MONTANA

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Chairman, Board of County Commissioners

JEFFERSON COUNTY, MONTANA

MADISON COUNTY, MONTANA

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Chairman, Board of County Commissioners

MEAGHER COUNTY, MONTANA

PARK COUNTY, MONTANA

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Chairman, Board of County Commissioners

POWELL COUNTY, MONTANA

\_\_\_\_\_  
Chairman, Board of County Commissioners

# M.O.A.T Application Flow Chart

Start of Application  
(Trust Grant Portal)

The Trust will facilitate all applications from start to completion. [Grant Applications can be submitted by City, County, & Local Gov't as well as Non-Profit Organizations/NGO's.](#)

Regional  
Abatement Review  
(Governing Body)

All completed applications will be sent for review to the appropriate abatement region(s)

Regional Abatement  
Submission to  
Advisory Committee

After the abatement regions governing body reviews & follows their selection process. Each Abatement region will submit the grant requests of their choice for approval to the Trust Advisory Committee.

\$\$ Grant Funded  
& Approved

Funds will be sent directly to the approved Grant Program via the Trust.

Resubmission for  
Clarification or  
Approved

Approved Grants will move on to be funded by the Trust. Grants with questions will be sent back for clarification to the abatement region for review.

Trust Advisory  
Committee Review  
& Approval

The Trust Advisory Committee will review all submitted grant request for approval from each Abatement Region.