



# GALLATIN COUNTY

## STAFF REPORT

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**TO:** GALLATIN COUNTY PLANNING BOARD  
**FROM:** CHRISTOPHER SCOTT, PLANNER *CS*  
**SUBJECT:** REQUEST FOR PRELIMINARY PLAT APPROVAL FOR THE VILLAGE AT AMSTERDAM MAJOR SUBDIVISION

**HEARING DATE:** NOVEMBER 10, 2015, 6:00 PM

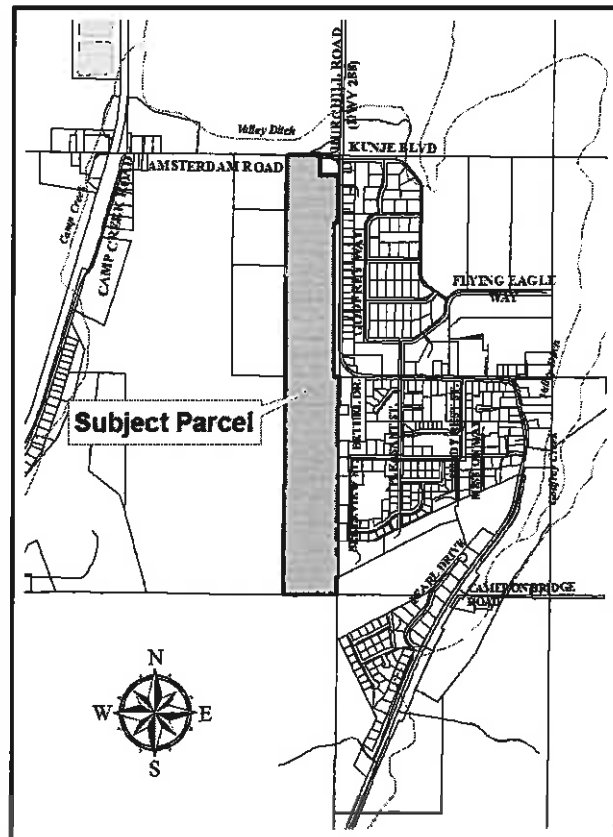
**LOCATION:** COURTHOUSE COMMUNITY ROOM  
311 WEST MAIN, BOZEMAN, MT

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### DESCRIPTION/LOCATION:

**CTA Land & Development, LLP (Subdivider)**, has requested preliminary plat approval to subdivide an approximately 78-acre property into 58 single family lots, 2 commercial lots, and a 25-acre agricultural open space tract. The proposed subdivision will be completed in 3 phases. Phase I will contain 20 residential lots and 2 commercial lots; Phase II will contain 16 residential lots; and Phase III will contain 22 residential lots and the 25-acre agricultural open space tract.

The property is located in the East One-Half (E ½) of the East One-Half (E ½) of the East One-Half (E ½) of Section 14, Township One South (T1S), Range Three East (R3E), P.M.M. Gallatin County, Montana; generally located southwest of the intersection of Amsterdam Road and Churchill Road lying within the established community of Churchill (Subject Property).



## STAFF FINDINGS:

1. **Background.** The Subject Property as it currently exists was created by Deed 21FM751 on September 28, 1973. The property is currently undeveloped and is under agricultural production.

A preliminary plat was approved in April of 2007 known as Amsterdam Village that exists on the Subject Property and adjacent properties to the west. The preliminary plat approval for the Amsterdam Village received an extension till April of 2017. The Amsterdam Village preliminary plat approval included 410 lots on 348 acres. The title holder to the Subject Property will be required to relinquish all right, title, and real property interests in any prior preliminary plat approval under the Montana Subdivision and Platting Act before preliminary plat approval (See Condition 5).

2. **Surrounding Land Uses / Zoning.** Land uses surrounding the property include a mix of uses with residential to the east, commercial to northeast, and agriculture to the south, north and west. The surrounding properties and the Subject Property are not zoned.
3. **Topography/Natural Resources.** The topography of the site is characterized by gently rolling topography that should not pose any major problems for the construction of roads, buildings, or the installation of utilities.

There are no known geologic hazards (i.e., rock falls, unstable slopes) present within the site. However, the entire Gallatin Valley is susceptible to damage from seismic events. Staff suggests that covenants for the subdivision include provisions, which require all structures to be constructed in compliance with Montana State adopted codes for construction, including codes for the pertinent seismic zone (See Condition 37 d).

4. **Vegetation/Weeds.** The Subject Property is currently under agricultural production. Specifically, the project site has been used for non-food crop production, including alfalfa and small grains. The Gallatin County Subdivision Regulation (Subdivision Regulation) requires that the Subdivider obtain an approved weed management plan from the Gallatin County Weed Control District prior to preliminary plat approval, which the Subdivider has provided as required. Prior to final plat approval, the Subdivider must enter into a Memorandum of Understanding with the Gallatin County Weed Control District, and the final plat must include a provision for maintenance and weed control. (See conditions 10-12 and 37 a.)
5. **Sanitary Review.** The Subdivider proposes to hook up to the existing community wastewater treatment system with final treatment by the Town of Manhattan. Currently the area is served by the Churchill Sewer District which has a contract with the Town of Manhattan to provide 75,000 gallons per day (gpd) of reserved wastewater treatment. The proposed Subdivision will generate wastewater quantities of approximately 23,690 gpd. The Subdivider will be required to install

the necessary sewer system facilities in accordance with the requirements of the local sewer district, Montana Department of Environmental Quality (MDEQ) and the Gallatin City-County Environmental Health Department (GCCHD). The Subdivider shall also obtain all approvals prior to undertaking any construction. (See Condition 31.)

GCCHD will be the primary reviewing authority on the proposed subdivision to insure compliance with the Sanitation in Subdivisions Act and County regulations. Comments received by GCCHD indicated that the Subdivision will need to go through Sanitation Act review (See Condition 32). Additionally, GCCHD stated that a "Will Serve" letter from the public wastewater treatment facility will need to be provided as part of Sanitation Act review. (See Exhibit A.)

6. **Water Supply.** The Subdivider proposes individual residential water wells on each lot. Furthermore, the Subdivider proposes to utilize existing shares of the Low Line Canal Company it holds to use for irrigation water from May to June. Additionally, the Subdivider intends to provide a 120,000 gallon fire protection pond. The Subdivider's application states that the average well depth in the area is 160 feet with average flows of 67 gpm, which is sufficient for a single family home. The Subdivider has provided a detailed Engineering Report on water capacity that is contained under Tab I of the Subdivider's application. The proposed method of supplying domestic water to each lot must comply with the design standards adopted by MDEQ. As a condition of approval, MDEQ approval must be obtained (see Condition 32). Comments from GCCHD specified that the commercial lots have businesses that serve 25 or more persons per day a public water designation and design will be required by MDEQ (See Exhibit A).

Staff forwarded the preliminary plat application to the Montana Department of Natural Resources and Conservation Water Resources Unit (DNRC). The DNRC provided comments stating that the proposed subdivision has been determined to utilize House Bill 168 allowing the use of exempt wells to service the subdivision under the definition of the "combined appropriation" of exempt wells in effect prior to the First Judicial Court's ruling on October 17, 2014 (See Exhibit B).

Comments from Gallatin Local Water Quality District have been received (see Exhibit C).

7. **Roads/Access.** Primary access to the subdivision will be provided by Amsterdam Road and Churchill Road (Highway 288). Churchill Road is maintained by the Montana Department of Transportation (MDT) and Amsterdam Road is maintained by the Gallatin County Road and Bridge Department (Road Department).

The Subdivider has completed a Traffic Impact Study (TIS) for the proposed subdivision, which can be found in the Subdivider's application under Tab N. MDT has reviewed the TIS and provided comments that are attached to the Staff Report (see Exhibit D). The Subdivider's TIS concludes that there will be no

appreciable drop in level of service and therefore is not recommending any improvements to lane geometry or configuration to improve LOS or limit delay due to the proposed project. The Subdivider will be required to obtain approach permits from MDT for each of the two proposed road approaches to the subdivision and any driveway approaches to the two commercial lots. The two proposed road approaches will be allowed to have full turn movements. Allowed approached movements for the shared driveway approach accessing the two proposed commercial lots will be determined by MDT at the time of permitting the approach once development of the lots occur. MDT is requesting a 20 foot building setback from the western Right-Of-Way line of Churchill Road (Hwy 288) to accommodate future widening. (See conditions 21-22).

With the development of the subdivision new interior subdivision roads will be constructed. The new interior subdivision roads will be constructed to the paved standards of the Subdivision Regulations with a 24 foot finished top surface inside a 60-foot wide Right-Of-Way (see Condition 14). The Subdividers have proposed access to unsubdivided land to the west and south of the Subdivision. All dead-end roads shall provide an approved turn around (see Condition 15). Where a dead-end road will be extended in the future, a temporary cul-de-sac or "T" turnaround shall be provided.

The Road Department has reviewed the proposed Subdivision and provided written comments with suggested conditions of approval (see Exhibit E). (see conditions 13-20 and 23). An encroachment permit will need to be obtained from the Road Department for road access points on to Amsterdam Road. Additionally, the Road Department is requesting the Subdivider to dedicate to the public 30 feet of Amsterdam Road south of centerline for the entire length of the Subdivision's frontage onto Amsterdam Road. All new lot owners of the subdivision will become members of the Property Association and will participate in the subdivision road maintenance costs (See Condition 8).

8. **Pedestrian Facilities.** In accordance with Section 7 J. of the Subdivision Regulation, the installation of Pedestrian Facilities is required on at least one side of the interior roads for the residential portion of the subdivision since the net density of the residential portion of the subdivision has a lower density than 1 dwelling unit per half acre. The Subdivider will also need to provide a pedestrian facility along the two commercial lots fronting Churchill Road. Staff is suggesting that the Pedestrian Facilities along the commercial lots connect with the proposed trails within the subdivision's dedicated parkland along Churchill Road. Additionally, Staff is suggesting that Pedestrian Facilities be placed along the subdivision's frontage of Amsterdam Road in conformity with Policy 3.5.1 of the Amsterdam / Churchill Community Plan. (See Condition 36).

Per Section 7 J. 2. of the Subdivision Regulation, Pedestrian Facilities shall:

- a. *be separated from the Roadway with a minimum 4-foot wide boulevard and be a minimum of 5 feet in width; and*
- b. *be maintained by the property owner's association as agreed to by Covenant recorded with Final Plat; and*

- c. *be located within the dedicated public road Right-Of-Way or public road easement; and*
- d. *be a permeable or impermeable surface capable of being used year round.*

9. **Parkland Dedication / Trail Corridors.** In accordance with Section 6 G. of the Subdivision Regulations the Subdivider shall dedicate 11% of the area of the land proposed to be subdivided into parcels of one-half acre or smaller, 7.5% for area of land to be subdivide into parcels larger than one-half acre and not larger than 1 acre, and 5% for area of land to be subdivided into parcels between 1 acre and 3 acres. The total area required to be platted as Park is said to be 2.87 acres. The Subdivider has proposed a total of 7.12 acres of Park. The required parkland for each phase of the proposed subdivision will be provided. The parks are proposed to include pedestrian amenities (trails) and landscaping (See conditions 34-35). The Subdivider intends to dedicate all parks to the County. As a condition of approval the Subdivider shall dedicate all parkland to the public and be maintained by the Property Owner's Association as agreed to by Covenant recorded with the Final Plat of each phase (see Condition 36).
10. **Mail Delivery.** Per Section 6 N. of the Subdivision Regulations, if mail delivery will not be to each individual lot within the subdivision, the Subdivider shall provide an off-road area for mail delivery within the subdivision in cooperation with the United States Postal Service. As a condition of approval, the Subdivider will be required to consult with the US Postal Service with regard to mail service, and the type and location of mail receptacles (see Condition 9).
11. **Utilities.** Utility easements are required and must be shown on the final plat. Utilities, if installed underground, must comply with the Subdivision Regulation, which address specific requirements for the installation of underground utilities. (See Condition 26.)
12. **Notice.** Notice of this proposal and the public hearings was sent to adjacent property owners via certified mail, and published in the *Bozeman Daily Chronicle* on October 25 and November 1, 2015.
13. **Amsterdam / Churchill Community Plan.** The Amsterdam / Churchill Community Plan Area (Plan) identifies the Subject Property as being located within the Town Core area, specifically located on the eastern side of the Ecton Ranch area, Category C.

The Ecton Ranch is a 348-acre property between Amsterdam and Churchill. The property currently has an approved preliminary plat for the Amsterdam Village project, a large mixed-use project designed to provide commercial development in the northeastern corner of the property south and west of the Churchill Bank, grading to residential development with substantial open space (approximately 50% of the development) on the remainder of the property. Steep slopes leading down to Camp Creek from the western edge of the property. While this property does have an approved preliminary plat, the planning process has identified

several transportation connections (detailed in Policy 3.5) that should be made on this property if development plans change in the future. Additionally, the future land use map designates this property as “planned unit development”, to reflect both the existing approval and the community’s desire for a development providing creative, mixed-use development near the Churchill Bank and the intersection of Amsterdam Road and Churchill Road as well as west of Bethel Church, and substantial open space and park space with residential development on the remainder of the property. Should the currently-approved development plans change, the development standards and this plan will encourage a similar style of development as currently approved for the Amsterdam Village project.

The Subdivider has addressed the subdivision’s compliance with the Amsterdam Churchill Community Plan under Tab A of the application within their response to the Planning Department pre-application comments. Staff has identified the following policies that are pertinent to this subdivision application.

**Policy 3.3 Residential Neighborhoods.** The Amsterdam/Churchill community and Gallatin County will use development standards to protect the character of its existing residential neighborhoods. Additionally, Amsterdam/Churchill and Gallatin County will promote safe, walkable neighborhoods by requiring sidewalks, curb and gutter, and street lighting in new residential developments.

Policy 3.3.3 Encourage safe, walkable neighborhoods and improve neighborhood functionality and design by requiring sidewalks, curb and gutter, and street lighting (or the “green” equivalent) in certain new residential developments.

In order to improve the pedestrian experience and improve neighborhood design in the residential neighborhoods of Amsterdam/Churchill, major subdivisions within the core shall be required to provide sidewalks. Interior subdivision roads shall provide a sidewalk on at least one side of the road; arterial and connector streets shall provide sidewalks on both sides of the road. Additionally, curb and gutter, shall also be required in all development where the average lot size is smaller than one acre. Development may also choose to provide a “greener” equivalent to this requirement, provided the performance of the infrastructure is of the same quality as standard curb and gutter. New residential development may be required to join the existing lighting district currently in existence. All lighting should meet the same lighting standards described in Policy 3.4.2.

Policy 3.3.5 Provide park space that adds value to new neighborhoods.

New parks should provide playground equipment and shall be located in a way that maximizes access to homes in new residential neighborhoods.

**Policy 3.4 Commercial Areas.** Designate commercial areas within the core which meet the Guiding Principles of small town and rural atmosphere.

**Policy 3.5 Connections** Multiple points of access will be required to most developments. Additionally, safe, functional connections between neighborhoods, and within residential and commercial areas and public places, will be required for new development.

Benefits of safe, functional connections between neighborhoods via roads and sidewalks, paths, and trails include the following:

- Having multiple points of access to a neighborhood is important for provisions of emergency services;
- Facilitating movement from one part of the community to another via local roads, sidewalks, paths, and trails can reduce congestions on arterial roads and major connectors. It also encourages walking and cycling;
- Connecting neighborhoods promotes a sense of community throughout town;
- Providing multiple connection, including sidewalks and paths, can facilitate safe movement of school children to either of the tow schools in the community.

Policy 3.5.1 Require Connectivity as a Condition of Development Approval.

Commercial and residential developments must have safe, functional access for vehicles, pedestrians, and cyclists through the site. They must also be designed with enough right-of-way to have safe, functional connections with adjoining developments.

Policy 3.5.2 Commit to exploring ways to provide a new sidewalk along Churchill Road, Amsterdam Road, and Camp Creek Road, as well as trail and sidewalk options throughout the Town Core as needs are identified.

There are two schools and three churches within the heart of the Town Core. This policy commits the community of Amsterdam/Churchill and Gallatin County to exploring ways to provide a new sidewalk along Churchill Road, Amsterdam Road, and Camp Creek to increase pedestrian safety between these public buildings and residential neighborhoods.

Sidewalks and trails may be constructed using a combination of public grants and private donations, as well as required as a condition of approval for new development within the Town Core.

Additionally, as the planning process proceeds, new connections and pedestrian needs may be identified. This policy commits the community and Gallatin County to explore opportunities to provide any future trail and/or other pedestrian connections that are identified.

Policy 3.5.6 Require a connection between Churchill Road and Camp Creek Road across the Ecton Property.

As discussed in Policy 3.1, the Ecton property has an approved preliminary plat. If development plans change, however, this policy requires a connection, built to collector road standards, to be designed with any future development that would connect Churchill Road to Camp Creek Road and provide an alternative east/west route.

**Policy 3.7 Community Sewer** The Churchill Sewer District will continue to serve as the primary sewer provider in the Town Core.

Policy 3.7.2 Require new subdivisions within the Town Core to request connection to the Churchill Sewer District.

**Policy 3.8 Community Water** The Amsterdam/Churchill community will explore the option of creating a community water district in the Town Core.

Policy 3.8.3 Require public water systems for new development.

It is the policy of this community plan to require major subdivisions within the Town Core to provide a community water system, rather than individual wells.

**Policy 3.9 Lighting** Policies regarding lighting in the Amsterdam / Churchill community serve two purposes. The first is to provide standards for new lighting to protect the night sky as a way of advancing the rural atmosphere of the community and to minimize light glare and light trespass by confining light to targeted areas. The second is a desire to ensure safety in the community and retain its small-town atmosphere by ensuring that new development is adequately lit.

Policy 3.9.1 Require new development to form a new lighting district.

As new development occurs within the Town Core, new development should be safely lit. This may be done by forming a new district serving the new development. This will require coordination between the developer, Northwestern Energy, and Gallatin County. All new lighting fixtures installed shall be full shielded and designed to reduce light pollution, glare, and trespass as per Policy 3.9.2.

**Policy 3.10 Agricultural Uses and Land** The importance of agricultural land and lifestyle has been a clearly identified value by the residents of Amsterdam/Churchill. While the majority of agricultural lands will be located outside of the downtown core and will be protected by directing the majority of growth into the core, several aspects of agricultural use will still be protected within the core as the area grows.

Policy 3.10.1 Protect water conveyance facilities by requiring new subdivision and construction to contact applicable water users and/or water conveyance facility's authorized representatives and mitigate any adverse impacts to the water conveyance facility.

Policy 3.10.2 Avoid conflicts between uses by requiring an open space buffer between existing agricultural operations and new residential subdivisions.



Policy 3.10.5 Recognize the right to farm and ranch in the Amsterdam / Churchill area.

**Policy 5.1 Fire and Emergency Services** Ensure continued provision of fire and emergency services Presently, the Amsterdam / Churchill area is served by an all-volunteer fire district. The District suggests that the increase in calls expected by an increase in growth over the next several years could result in the need for a partially-paid staff.

Policy 5.1.3 Fire protection sprinklers structures.

In recognition of response delays due to restraints of an all volunteer system and travel times involved to reach developments in the rural Amsterdam / Churchill area, installation of fire sprinkler systems and defensible “green spaces” shall be encouraged. Additionally, State of Montana adopted fire code requirements for sprinkler systems in large commercial, community, and residential structures shall be met.

Policy 5.1.4 Require subdivision streets to connect in order to facilitate emergency service access.

Policy 5.1.9 All fire protection water supply features will meet the approval of the Amsterdam Rural Fire District.

**Policy 5.2 Amsterdam School** The Community and Gallatin County should actively explore options to help the Amsterdam School expand as new growth occurs in the Town Core.

Policy 5.2.3 Request a voluntary impact fee from new development.

Amsterdam School District should request a voluntary school impact fee from new residential development. Additionally, major subdivisions shall provide a school mitigation plan to discuss impacts on the Amsterdam School and potential solutions.

Policy 5.2.4 Ensure new development appropriately mitigates their impact on the school district.

New development in the Amsterdam / Churchill area should confer with the Amsterdam School District to discuss mitigation measures.

## CRITERIA FOR COUNTY COMMISSION REVIEW:

Section 76-3-608 MCA states that the basis for the governing body's decision to approve, conditionally approve, or deny a proposed subdivision is whether the subdivision application, preliminary plat, applicable environmental assessment, public hearing, planning board recommendations, or additional information demonstrates that development of the proposed subdivision meets the requirements of this chapter.

**The proposed subdivision must be reviewed for the following primary criteria. In accordance with 76-3-608 MCA an environmental assessment is included with the preliminary plat application that addresses the primary criteria described in 76-3-608 MCA. (See Subdivider's submittal under Tab D.)**

### 1. Primary Criteria:

Agriculture. The 78-acre Subject Property has been actively farmed as non-food crops and grazing. Properties in the area are used for agriculture uses and therefore Staff suggests that the subdivision include covenants to mitigate any potential impacts of nearby agricultural uses. (See conditions 37 b, c, and g.)

Agricultural Water User Facilities. The Subject Property does not contain any agricultural water user facilities on the Subject Property. Valley Ditch an agricultural water user facility is located across Amsterdam Road within 500 feet of the Subject Property. The Agricultural Water Users were notified of the Subdivision as required with pre-application of the subdivision, however no response was received. Staff is also suggesting as a condition of approval that the Subdivider record with the final plat covenants as further mitigation that are related to water conveyance facilities. (See conditions 24-25 and 37 j-n.)

### Local Services

- a. Fire Protection. The proposed subdivision is within the Amsterdam Rural Fire District (Fire District) that is a volunteer fire department. The Subdivider will be required to comply with the fire protection requirements of the Subdivision Regulation.

The Subdivider proposes to provide the needed water supply for fire protection by utilizing a combination of water from the proposed central water system and man-made pond. The Subdivider will need to provide one of the fire protection packages listed for Major Residential Subdivisions having 50 or more lots/units. Additionally, the Subdivider will also need to comply with the fire protection requirements for Commercial Subdivision for the 2 proposed commercial lots.

Comments from the Fire District have been provided (see Exhibit F).

Staff suggests as a condition of approval that the Subdivider have the Amsterdam Rural Fire District review the fire protection method as to

whether it meets the requirements of the Gallatin County Subdivision Regulations prior to final plat approval. (See conditions 27-30.)

- b. Law Enforcement. The Gallatin County Sheriff will provide law enforcement services to the proposed subdivision. The Gallatin County Sheriff was provided the opportunity to comment on the proposed subdivision, however no comments were received.
- c. Emergency Medical. Emergency medical services can be provided by American Medical Response.
- d. Schools. The proposed subdivision is within the Amsterdam School District for grades K-8 and the Manhattan School District for grades 9-12. Staff received comments from the Gallatin County Superintendent of Schools regarding the evaluation of the Application, potential impacts, and mitigation (see Exhibit G). The Superintendent of Schools has estimated a student impact on the K-6 school to be .45 students per household with a total estimated increase of 26 students. The Subdivider has agreed with the Superintendent of School's estimated number of projected students. Comments from the Manhattan Schools Superintendent have also been received, which acknowledged the Manhattan schools are full and that overcrowding of the existing schools will become an issue with current growth with new subdivision only adding to the complexity (see Exhibit H). The Subdivider projects that students will likely enter the school system over a five to ten year period, which coincides with the build-out of the Village at Amsterdam Subdivision.
- e. Taxation. Annual property tax revenue currently generated for the existing 78 acres property is approximately \$1,700 per year (2005).

Natural Environment. According to the Subdivider's application no known critical plant communities exist on the site. All new lots will connect to the existing centralized municipal sewer system. Additionally, the Subdivider maintains that the development will reduce the amount of irrigated land that will significantly reduce the volume of pesticides/fertilizers applied and much of the common open space areas will utilize native grasses and drought-tolerant species which will reduce the need for the application of herbicides and fertilizers. Furthermore, the Subdivider proposes to implement measures to protect soil from all types of potential erosion during construction on site by utilizing Best Management Practices (BMP's) to control and minimize possible contamination of any proximate surface waters. The Subdivider has also provided a weed management plan that was approved by the Gallatin County Weed Control District, which the Subdividers will be required to comply with. (See conditions 10-12, and 37 a and i.)

Wildlife. The Subdivider claims that the Subject Property has no records of having endangered, threaten or sensitive wildlife species. Typical animals that can

occasionally be found on the property include whitetail and mule deer, ground squirrels, and red fox in addition to birds including Red-tailed Hawk, Savannah Sparrow, Eastern Kingbird, Mourning Dove, Black-billed Magpie, Horned Lark, and Killdeer. Staff suggests adding standard wildlife covenants to help mitigate any potential impacts on wildlife. (See conditions 37 e-h.)

Wildlife Habitat The Subdividers maintain that the Subject Property does not contain any significant wildlife habitat.

Public Health and Safety. Fire and emergency services have been addressed. The subdivision does not appear to be subject to potential man-made hazards such as high voltage power lines, high-pressure gas lines, high traffic volumes, and mining activities. Based on the available information, the proposal does not appear to be subject to potential natural hazards such as steep slopes and snow or rockslides. Public health and safety provisions are required as conditions of final plat approval. (See conditions 27-32.)

2. Compliance with the survey requirements of the Montana Subdivision and Platting Act: The final subdivision plat must comply with the survey requirements of the Montana Subdivision and Platting Act (see Condition 1).
3. Compliance with these local subdivision regulations and the review process of these regulations: The Subdivider and the local government have complied with the subdivision review procedures set forth in the Subdivision Regulation.
4. The proposed subdivision must provide easements for the location and installation of any planned utilities: The final subdivision plat shall show all required easements for utilities. Easements shall be located along property lines, and utilities can be located within road right-of-ways. (See Condition 26.)
5. The provision of legal and physical access to each parcel within the subdivision and the required notation of that access on the applicable plat and any instrument transferring the parcel: Legal and physical access will be provided to each lot within the subdivision. The required notation of legal and physical access is required to be delineated on the face of the final subdivision plat. (See Condition 2.)

**STAFF SUGGESTED ACTION:**

**The Planning Board needs to make the following determinations:**

- 1. A determination as to whether or not the application substantially complies with the goals and policies of the Amsterdam / Churchill Community Plan; and,**
- 2. A determination as to whether or not the application meets the requirements of Section 76-3-608 MCA of the Montana Subdivision and Platting Act; and,**
- 3. A determination as to whether or not the application complies with the provisions of the Gallatin County Subdivision Regulation.**

**If the Planning Board recommends approval of this application, the following conditions for final plat approval are suggested:**

1. The final plat of each phase shall conform to the uniform standards for final subdivision plats and shall be accompanied by the required certificates.
2. The final plat of each phase shall contain a statement requiring lot access to be built to the standards of Section 7. of the Gallatin County Subdivision Regulation.
3. A copy of the following applicable documents, in one submittal, shall be submitted to the Gallatin County Attorney's Office, at least thirty (30) days prior to submitting an application for final plat approval of each phase to the County Planning Department. Subdivider shall provide a cover letter with the submittal explaining which documents are being submitted and including the name of the subdivision and the date of preliminary plat approval:
  - Articles of Organization or Incorporation for the Homeowner's or Property Owner's Association accompanied by a letter from the Secretary of State approving the Articles.
  - Bylaws controlling the operation of the Homeowner's or Property Owner's Association.
  - Restrictive and Protective Covenants encumbering the real property contained within the subdivision. All County required covenants shall be in a separate section and clearly delineated.
  - Any and all public road easements.
  - Any and all improvements agreements, if applicable, along with: (i) itemized estimates of the cost of improvements to be included in the agreement certified by a licensed engineer; and (ii) drafts of the form of financial security.
  - Any and all required maintenance agreements, including road maintenance agreements.

In addition, a copy of the Restrictive and Protective Covenants and any and all maintenance agreements must be submitted to the County Planning Department at the same time as submittal to the County Attorney's Office. Subdivider shall provide a cover letter to the Planning Department along with the submittal explaining which documents are being submitted and including the name of the subdivision and the date of preliminary plat approval.

4. Two copies of the certificate of a licensed title abstractor shall be submitted along with a copy of the proposed final plat to the Gallatin County Attorney's Office at least thirty (30) days prior to submitting an application for final plat approval for each phase. The Gallatin County Attorney's Office shall review the Certificate of a Licensed Title Abstractor prior to final plat approval of each phase.
5. The subdivider shall propose a process approved by Gallatin County for the termination of the existing approved Subdivision preliminary plat prior to the entry of final judgment affirming the approval of the proposed major subdivision preliminary plat.
6. A "Notice of Decision" prepared by the Planning Department shall be recorded by the subdivider with the Gallatin County Clerk and Recorder. Once recorded the subdivider shall provide evidence that it has been recorded to the Planning Department.
7. The subdivider shall have three (3) years to complete all conditions and apply for final plat approval for all phases.
8. A "Property Owners' Association" shall be formed for the maintenance of all interior roads, parks, trails, storm water infrastructure and water & sewer facilities as agreed to by covenant recoded with the final plat of all phases.
9. The subdivider shall consult with the US Postal Service with regard to mail service, and the type and location of mail receptacles. If a central located bank of mail receptacles is to be used, the location and access shall be shown on the final plat.

**Natural Environment:**

10. A memorandum of understanding shall be signed between the Weed Control District and subdivider prior to final plat approval of each phase.
11. Prior to final plat approval of any phase of the subdivision, the Subdivider shall comply with all pre-final plat requirements of the approved *Weed Management Plan* ("Plan") for all onsite and offsite areas disturbed by any construction related activity.

Notwithstanding the above, all areas disturbed by construction, including areas on-site and areas off-site shall be, prior to final plat approval, sufficiently controlled for noxious weeds and sufficiently re-vegetated, as determined by the District, with

grasses approved by the District. In addition, Subdivider shall, prior to final plat approval, provide evidence of all control and re-vegetation work (and any other pre-final plat vegetation management required by the *Plan*) to the District and the Planning Department.

The subdivider may request that any required seeding and/or control of noxious weeds required to be completed prior to final plat be included in an Improvements Agreement, pursuant to the Section 8.b.1.g of the Subdivision Regulations. The Improvements Agreement shall state any seeding and weed control work required to be completed prior to final plat be conducted during the next season where seeding and weed control work can reasonably be accomplished.

For the control of noxious and nuisance weeds for any year beyond year one of the approved *Plan*, Subdivider shall enter into an Improvements Agreement, pursuant to Section 8.b.1.g of the Subdivision Regulations, with the Gallatin County Board of County Commissioners.

The approved *Plan*, along with written approval from the District that all work required by the *Plan* prior to final plat approval was conducted in compliance with the *Plan*, shall be submitted to the Gallatin County Planning Department at the time of application for final plat approval.

12. All areas of the public right-of-way or easement disturbed during construction activities must be sodded or reseeded.

#### **Roads and Access:**

13. A detailed signage and drainage plan shall be submitted to the County Road Department for approval, prior to the start of any construction. The plan shall address the requirement for road name signs to be installed at all intersections, as well as STOP sign(s) at all intersections with County and State maintained roads. STOP signs and other regulatory or warning signs may also be needed on some internal roads, and shall be addressed in the plan. All signage shall conform to the Manual on Uniform Traffic Control Devices (MUTCD), Millennium Edition.
14. All interior roads shall be built to County Subdivision Regulation paved standards and be within a 60-foot right-of-way or easement, dedicated to the public, unless other County road standards apply. Roads dedicated to the public are accepted for public use, but the County accepts no responsibility for maintaining the same.
15. All permanent and temporary dead-end roads shall provide an approved turn around in compliance with Section 7 C. 6. of the County Subdivision Regulations.
16. A pre-construction meeting shall be scheduled with the County Road Department prior to the start of any construction.
17. All roadwork shall be built to Montana Public Works Standard Specifications (Current Edition), inspected and certified by a licensed engineer. Any deviation

from these standards must be certified by an Engineer in coordination with the County and/or MDT. Such inspections and certification shall be provided to the County Road and Bridger Department office in writing prior to final plat approval.

18. For all onsite and offsite road improvements a 2 year written warranty from the project contractor to Gallatin County shall be submitted to the County Road and Bridger Department office prior to final plat approval of each phase.
19. All new road names for the interior subdivision roads shall be verified by the Gallatin County GIS Department prior to final plat approval of each phase.
20. A “no access” strip shall be required along all lot boundaries that border county maintained roads with the exception of approved access for interior subdivision roads.
21. The subdivider shall submit completed approach permits and environmental checklist for each of the proposed interior road approaches onto MDT right-of-way. The approach permits must be approved and issued by MDT with all approaches constructed and installed prior to final plat approval of the phase of which the approaches are located on.
22. A building setback of 20 feet from the western right-of-way of Cottonwood Road (HWY 228)
23. The subdivider shall waive a right to protest the creation of a rural improvement district (RID) for transportation improvements to Churchill Road and Amsterdam Road. The waiver of right to protest shall be valid for a period of 20 years after the date the final subdivision plat is filed with the County clerk and recorder.

#### **Water Conveyance Facilities:**

24. Unless there is written consent from the appropriate water users and/or water conveyance facility’s authorized representatives, stormwater, snowmelt, water from dewatering practices, or other water originating from within the boundaries of the subdivision shall not discharge into or otherwise be directed into any irrigation ditch, canal, pipeline, or other water conveyance facility.
25. The subdivider shall not undertake any activity that would result in the interference or obstruction in the transmission of water in any water conveyance facility. Before any maintenance, improvements, or modifications are performed on any water conveyance facility, written permission must be obtained from the water users and/or water conveyance facility’s authorized representatives. Upon completion of maintenance, improvements, or modifications to any water conveyance facility, the subdivider shall provide written notice to the water users and/or water conveyance facility’s authorized representatives and allow them an opportunity to inspect such work.

#### **Utilities:**



26. All utility easements are to be shown on the final plat of each phase. Utility easements shall be centered along side and rear lot lines wherever possible, and shall be twenty (20) feet wide. If utility easements are not possible along side and rear lots lines, written approval shall be obtained from all utility providers. Underground utilities, if placed in the road right-of-way, shall be located between the roadway and the right-of-way line. Such underground facilities shall be installed or utility culverts provided before the road is surfaced. In addition, the following statement must appear on the final plat of each phase:

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

**Public Health and Safety:**

27. The subdivider shall provide a Fire Protection method in accordance with the Gallatin County Subdivision Regulation. The subdivider shall have the Amsterdam Rural Fire District review the Fire Protection method and all fire protection requirements per the Gallatin County Subdivision Regulation prior to final plat approval of each phase. The subdivider shall obtain written verification from the Amsterdam Rural Fire District that the required fire protection requirements of the Gallatin County Subdivision Regulation have been met.
28. The Subdivider shall record all covenants required to meet the fire protection requirements of Appendix I of the Subdivision Regulations.
29. The Subdivider shall provide the Amsterdam Rural Fire District a copy of the final subdivision plat for each phase prior to final plat approval.
30. If the subdivider chooses to have the Amsterdam Rural Fire District conduct the required testing and/or plan review, all fees for fire protection water supply testing (\$300 + \$10 per hydrant) and all fees for fire sprinkler system plan review and testing (\$200 per system) shall be paid by the subdivider as part of the application for final plat approval.
31. The subdivider shall be required to install the necessary water and sewer system facilities in accordance with the requirements of MDEQ. Additionally, the Subdividers are required to submit plans and specifications for the proposed facilities to MDEQ, and shall obtain their approvals prior to undertaking any construction.
32. State Department of Environmental Quality approval shall be obtained. The subdivider shall make a concurrent submittal to the Department of Environmental

Quality and the Gallatin City-County Environmental Health Department. The subdivider shall obtain the Gallatin County Health Officer's approval.

**Parkland / Open Space / Trails:**

33. All required parkland shall be dedicated to the public on the final plat of each phase. All parkland dedicated to the public is accepted for public use, but the County accepts no responsibility for maintaining the same. Tract C of Phase 3 shall be delineated as open space on the final plat of phase 3.
34. The subdivider shall install a landscaping within the parkland areas prior to final plat approval of the phase of which the parkland are located on.
35. All trail improvements shall be installed for each phase as shown on the subdivider's parkland dedication plan prior to final plat of each phase. A minimum 25-foot wide public trail easement or right-of-way shall be provided for all trails on the final plat. All trails within the Subdivision shall be constructed at a minimum to the Class II trail specifications with a width of not less than five feet. All trails shall connect to the required Pedestrian Facilities when feasible.

**Pedestrian Facilities:**

36. The subdivider shall install Pedestrian Facilities within the subdivision along all interior subdivision roads and along the frontage of Amsterdam Road and the commercial lots along the frontage of Churchill Road. Furthermore, Pedestrian Facilities shall provide connection to trails within dedicated parkland/open space within the subdivision. The Pedestrian Facilities shall meet the requirements of Section 7 J. 2. of the Gallatin County Subdivision Regulation.

**Covenants:**

37. The subdivider shall record the following covenants on or with the final plat of any phase:
  - a. *The control of noxious weeds is the responsibility of the property owner whether the lot is improved or unimproved, and shall be as set forth and specified under the Montana Noxious Weed Control Act (MCA 7-22-2101 through 7-22-2153) and the rules and regulations of the Gallatin County Weed Control District.*
  - b. *Lot owners and residents of the subdivision are informed that nearby uses may be agricultural. Lot owners accept and are aware that standard agricultural and farming practices can result in smoke, dust, animal odors, flies and machinery noise. Standard agricultural practices feature the use of heavy equipment, burning, chemical sprays and the use of machinery early in the morning and sometimes late into the evening.*
  - c. *All fences bordering agricultural lands shall be maintained by the property owners, in accordance with state law.*

- d. *All structures shall be constructed in compliance with Montana State adopted codes for construction, including codes for pertinent Seismic Zone, and current fire codes as adopted by the State of Montana.*
- e. *The artificial feeding of all wildlife and big game shall be prohibited, including providing any food, garbage or other attractant.*
- f. *All garbage shall be stored in animal-proof containers or be made unavailable to animals.*
- g. *Pets shall be controlled by each property owner, and not allowed to roam at large.*
- h. *Owners acknowledge that wildlife damage to landscaping and other property may occur. Owners shall accept the risk and shall not file claims against any governing body for such damages.*
- i. *Temporary erosion control measures shall be installed and continuously maintained for the duration of construction and shall include:*
  - *All non-construction areas shall be clearly marked and protected during construction by fencing or other identification;*
  - *The protection of loose piles of clay, debris, sand, silt, or other earthen material during periods of precipitation or runoff with filter fabric fence, hay bales, temporary gravel, and/or earthen or sand bag dikes;*
  - *All soil disturbance activities shall cease if adverse weather conditions exist. Adequate temporary erosion control measures shall be immediately installed during adverse weather conditions.*
- j. *No water may be removed from any irrigation ditch, canal, or other water conveyance facility without a water right, permit, or written water lease agreement with the appropriate water users and/or water conveyance facility's authorized representatives.*
- k. *Unless there is written consent from the appropriate water users and/or water conveyance facility's authorized representatives, stormwater, snowmelt runoff, water from dewatering practices, or other water originating from within the boundaries of the subdivision shall not discharge into or otherwise be directed into any irrigation ditch, canal, pipeline, or other water conveyance facility.*
- l. *Lot owners shall remove any trash or debris that originated from within the subdivision and has accumulated in a water conveyance facilities by no later than May 1st of each year. If any lot owner fails to remove the trash or debris as described above, the water users and/or water conveyance facility's authorized representatives may cause the trash or debris to be removed and bill the lot owner for such efforts.*
- m. *Lot owners shall not undertake any activity that would result in the interference or obstruction in the transmission of water in the water conveyance facility. Before any maintenance, improvements, or modifications are performed on any water conveyance facility, written permission must be obtained from the water users and/or water conveyance facility's authorized representatives prior to commencing such work. Upon completion of maintenance, improvements, or modifications to any water notice to the water users and/or water conveyance facility's authorized representatives and allow them an opportunity to inspect such work.*

- n. Lot purchasers are hereby notified that Montana law provides specific protections in regards to liability and nuisance claims for agricultural operations and irrigators. Those specific protections include, but are not limited to Section 85-7-2211, MCA; Section 85-7-2212, MCA; and Section 27-30-101, MCA.*
- o. Any covenant, which is included herein as a condition of the preliminary plat approval and required by the County Commission shall not be amended or revoked without the mutual consent of the owners, in accordance with the amendment procedures in the covenants, and the County Commission.*

Exhibits:

- A. Gallatin City-County Environmental Health Dept. Comments
- B. Montana Department of Natural Resources and Conservation Comments
- C. Gallatin Local Water Quality District
- D. Montana Department of Transportation Comments
- E. Gallatin County Road and Bridge Department Comments
- F. Amsterdam Rural Fire Department Comments and Subdivider's response
- G. Gallatin County School Superintendent Comments and Subdivider's response
- H. Manhattan Schools Superintendent Comments
- I. Preliminary Plat Submittal

CC: County Attorney  
CTA Land & Development LLP, P.O. Box 1439, Billings, MT 59103-1439  
CTA Architects Engineers, Attn: Erik Garberg, P.E., 411 E. Main St., Ste. 101, Bozeman, MT 59715

F:\Development Review\Projects\Subdivision\S2015-052 Village at Amsterdam Major Subdivision\VillageAtAmsterdam.PB sr.doc



# Gallatin County Survey Review Comment

Shared File No: 1450 Document No:  
 Planning File No: S2015-052 CR File No:  
 Record Created: 3/13/2015 3:50:34 PM CR Staff:

1/4 Section: NE 1/4 Section2: SE  
 Section: 14 Section2: 14  
 Township: 1S Township2: 1S  
 Range: 3E Range2: 3E

Other legal :

Owner Name: CTA Land & Development LLP

Survey Type: Major Sub # Lots on survey: 60

Plat Title: Village at Amsterdam Major Subdivision

Purpose: To create 58 residential lots and 2 commercial lots

Action Date: 3/31/2015 Planning Staff: Scott

PlanningComments:

Proposed to connect to community sewer system and have individual wells.

Date Checked: 3/23/2015 EHS Staff: Moore

EHS Comments:

See also comments on record #1378 (6/24/14)

03/23/2015 SUMMARY: Creating 56 single family residential lots, 2 commercial lots, 3 larger tracts (A, B & C) and 3 open space lots out of a 76 acre ag tract. The residential and commercial lots to presumable be connected to the Amsterdam-Churchill PWWTS (soon to be a connection to the City of Manhattan). The residential & commercial lots will each contain individual wells for drinking water. Unsure if there will be development of the larger tracts (A, B & C) and the 'open space' lots. Unsure what provisions for stormwater drainage might be.

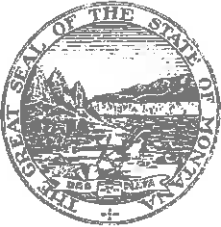
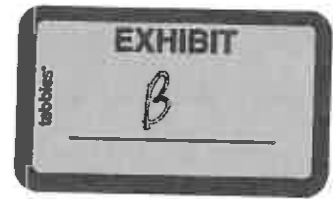
COMMENTS: The 56 residential + 2 commercial lots in this subdivision will

## Gallatin County Survey Review Comment

need to go through Sanitation Act review (wastewater treatment, water supply, solid waste & stormwater provisions reviewed). Will need a "Will Serve" letter from the appropriate public wastewater treatment facility. If the commercial lots have businesses that serve 25 or more persons per day a public water designation and design will be required from DEQ. If the open spaces and larger tracts will be developed or contain stormwater drainage provisions (detention ponds), then they may also be subject to review. If the open spaces or tracts are completely undeveloped then no review is required as long as an appropriate exemption is used on the plat [ie. "no development" exemption ARM 17.36.605(2)(a)]. (tom)

DEPARTMENT OF NATURAL RESOURCES  
AND CONSERVATION

Bozeman Water Resources Office



STEVE BULLOCK, GOVERNOR

STATE OF MONTANA

PHONE: (406) 586-3136  
FAX: (406) 587-9726

2273 BOOT HILL COURT, SUITE 110  
BOZEMAN, MONTANA 59715-7249

May 19, 2014

CTA Architects Engineers  
Attn: Wayne Freeman, ASLA  
411 E. Main St., Suite 101  
Bozeman, MT 59715

SUBJECT: Village at Amsterdam Major Subdivision

Dear Wayne Freeman:

DNRC received a request from you on April 28, 2015, to reconsider an April 17, 2014, DNRC review of water rights for The Village at Amsterdam major subdivision proposal, which stated that water right permitting would be required for the subdivision. The request is based on additional information on why the applicant believes that HB 168 should apply, allowing the use of exempt wells for the proposed subdivision under the definition of "combined appropriation" that was in rule prior to October 17, 2014.

Additional information provided included proof of a pre-application fee of \$375 paid to Gallatin County on June 12, 2014. This date is prior to October 17, 2014, as specified in HB 168. Applicant argues that this meets the intent of HB 168.

DNRC has determined that HB 168 applies to the Village at Amsterdam Major Subdivision for the following reasons: 1) the pre-application fee and meeting took place prior to October 17, 2014; 2) the pre-application process is a required part of the subdivision application process in Gallatin County for major subdivisions; 3) Gallatin County requires that the full application is submitted within 180 days of the pre-application process completion (date of the Gallatin County review letter); and, 4) the fee for this process is authorized per Montana Code Annotated (MCA) Section 76-3-602.

The Department's determination that HB 168 applies to the Village at Amsterdam Major Subdivision allows exempt wells to service the subdivision under the definition of the "combined appropriation" of exempt wells in effect prior to the First Judicial Court's ruling on October 17, 2014.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Strasheim".

Kerri Strasheim  
Regional Manager

cc: Christopher Scott, Gallatin County Planning (email); Millie Heffner, DNRC Water Rights Bureau (email)

DEPARTMENT OF NATURAL RESOURCES  
AND CONSERVATION

Bozeman Water Resources Office



STEVE BULLOCK, GOVERNOR

STATE OF MONTANA

PHONE: (406) 586-3136  
FAX: (406) 587-9726

2273 BOOT HILL COURT, SUITE 110  
BOZEMAN, MONTANA 59715-7249

April 17, 2015

Gallatin County Planning  
Attn: Christopher Scott, Planner  
311 West Main, #108  
Bozeman, MT 59715

Re: Village at Amsterdam Major Subdivision Preliminary Plat

Dear Christopher Scott:

You requested a DNRC review regarding the Village at Amsterdam Major Subdivision Preliminary Plat.

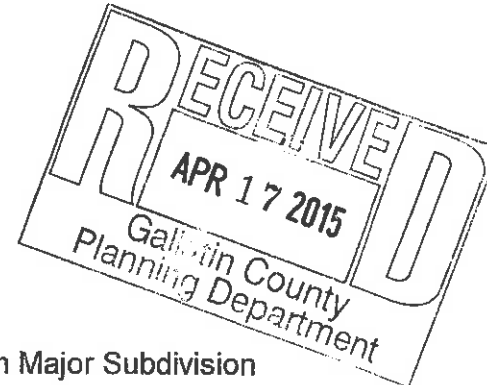
If this subdivision will be subject to DEQ Rule 17.36.103, ARM, then DNRC combined appropriation guidance comes into this review. As the property proposed for the Village at Amsterdam Subdivision is currently under one ownership (CTA Land & Development LLP), the entire 78-acre parcel is limited to one groundwater exemption in the amount of 10 acre-feet (AF).

With this in mind, further information is needed in the application on either how the proposed uses will fit under the exemption limit of 10 AF or on how a water right permit and associated mitigation application will fit into the permitting process for this subdivision.

HB 168 did pass and become effective; this bill allows projects with applications in prior to October 17, 2014, to use the old combined appropriation rule. For purposes of this project, DNRC is considering the February 23, 2015, application to be a new project subject to the current combined appropriation guidance.

Regarding our current combined appropriation guidance, the Montana First Judicial District entered Judgment on November 6, 2014, in *Clark Fork Coalition et al v. DNRC et al*. Cause No. BDV-2010-874, striking the Department's Admin.R.Mont. 36.12.101 definition of "combined appropriation" under Mont. Code Ann. 85-2-306. The Court reinstated the Department's 1987 Rule defining "combined appropriation" as:

An appropriation of water from the same source aquifer by means of two or more groundwater developments, the purpose of which, in the department's judgment, could have been accomplished by a single appropriation. Groundwater developments need not be physically connected nor have a common distribution system to be considered a "combined appropriation." They can be separate developed springs or wells to separate parts of a project or development. Such





wells and springs need not be developed simultaneously. They can be developed gradually or in increments. The amount of water appropriated from the entire project or development from these groundwater developments in the same source aquifer is the "combined appropriation."

Under this Rule, the Department interprets subdivisions that are pending before the Department of Environment Quality for approval on November 21, 2014, or filed after that date to be a single project that can be accomplished by a single appropriation. Consequently all wells in such a subdivision will be considered a "combined appropriation" for the purposes of Mont. Code Ann. 85-2-306. The only exception to this interpretation is that a subdivision which has received preliminary plat approval prior to November 21, 2014, will not be considered a project under the "combined appropriation" 1987 Rule; individual lots will still be evaluated under the 1987 Rule at the time of an application to the Department.

Also, regarding the irrigation water plan to use Low Line Canal Company water shares, this is acceptable to DNRC. The water rights letter included in the application requests other uses of Low Line Canal share water, such as water features, groundwater recharge, and emergency fire water. These other uses may require a water right change prior to using the water in any manner other than irrigation.

This summarizes the DNRC review of this application. Let me know if I can answer any questions on this.

Sincerely,

A handwritten signature in black ink, appearing to read "KSL", with a horizontal line extending to the right.

Kerri Strasheim  
Regional Manager



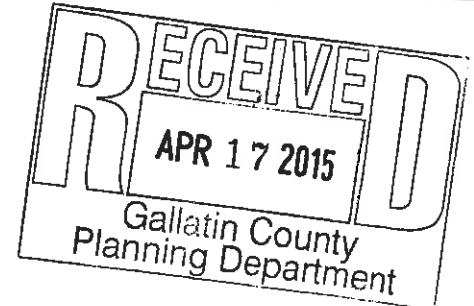
# Gallatin Local Water Quality District

215 West Mendenhall Street, Suite 300 - Bozeman, MT 59715  
406-582-3168 www.gallatin.mt.gov/GLWQD



## MEMORANDUM

**Date:** April 17, 2015  
**To:** Christopher Scott, Gallatin County Planning Dept.  
**From:** Christine Miller, Gallatin Local Water Quality District  
**Re:** Village at Amsterdam Major Subdivision Preliminary Plat



I have reviewed the above preliminary plat to create 56 residential lots and 2 commercial lots from an existing tract of record outside the boundaries of any existing zoning district, southwest of the intersection of Amsterdam Road and Churchill Road. Comments are provided following the GLWQD Subdivision Review Policy adopted by the GLWQD Board of Directors on November 2, 2006. These comments follow up on the initial comments submitted by GLWQD on the subdivision pre-application, dated July 23, 2014.

It is stated that the project will use local sewer district services for wastewater management. Since the subdivision water supply will be composed of individual domestic wells, we recommend ensuring that stormwater is routed away from the wellheads in order to protect drinking water quality. Additionally, subdivision residents are encouraged to test their domestic wells annually for nitrate and bacteria, as well as for arsenic. The Preliminary Engineering Report for the subdivision provides much additional information regarding arsenic and groundwater sources.

It is stated that infrastructure to manage stormwater will be installed using swales and detention basins. Maintenance of these features (i.e. cleaning out excess sediment buildup and dead vegetation) will be needed periodically to ensure swale and basin capacity remains adequate. The Environmental Assessment addresses stormwater management using BMP's during construction activities. The Environmental Assessment also indicates that there are not concerns with wetlands, or other surface water features.

The GLWQD has no additional concerns.

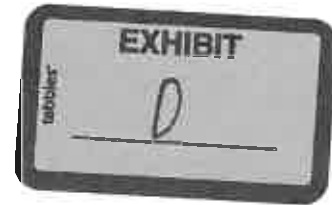
*The GLWQD has a non-regulatory focus and is dedicated to protecting water resources. Comments are provided for information purposes only and are not to be construed to be regulatory in nature. This does not preclude other agencies or organizations from developing regulations or making regulatory decisions based on information provided by the District.*

If you have any questions, please contact GLWQD at 582-3148.



Montana Department of Transportation  
2701 Prospect Avenue  
PO Box 201001  
Helena MT 59620-1001

Michael T. Tooley, Director  
Steve Bullock, Governor



September 2, 2015

Erik Garberg, P.E.  
CTA, Inc.  
411 East Main Street, Suite 101  
Bozeman, Montana 59715

Subject: Amsterdam Village Subdivision Approach Review Requests- S-288, MP 7  
(65.71.530.02)

Erik,

MDT staff has evaluated the traffic impact study and the hydraulics report submitted to MDT for review of the approaches to S-288 requested for the Amsterdam Village Subdivision. We have the following comments:

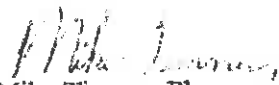
1. MDT concurs with the proposed location for the proposed approaches local B, C, and the shared use for the commercial properties 11 and 12.
2. MDT will allow full turn movements for the proposed approaches (Local B & C) to be constructed with the initial phases of construction. Please submit a geometric plan set for MDT review. We will request a full construction set once the Geometrics are agreed upon.
3. MDT will allow reasonable and safe access to the shared commercial approach at the location proposed between lots; however, the configuration, geometrics, and turning movements will be determined by MDT once the type of businesses occupying the commercial lots are identified. When a permit for this location is requested MDT will request a supplement to the TIS and make a determination as to the approach movements.
4. MDT has determined a setback of 20 feet from the centerline of S-288 must be observed to accommodate future widening.
5. MDT has reviewed the conceptual hydraulics plan for this development. MDT looks forward to seeing the formal plan before commenting further.
6. Please submit applications for the proposed approaches to S-228 excluding the shared approach proposed for the proposed commercial lots. MDT is reviewing correct approach type (public or private) to be used for the dedicated public use approaches. We request that you submit a completed application without signatures or designation as public or private at this time. This will allow MDT to begin our environmental review while we concurrently determine the correct approach type to

issue. Contact Kyle DeMars at 406-556-4704 to put together a complete permit package.

7. The developer must provide copies of any State or Federal agency permit required for this development. At a minimum, MDT requires a copy of the letter verifying your Storm Water Discharge Notice of Intent application has been submitted and is in order.

Please submit the revised materials requested above. If you have any questions or need additional information please don't hesitate to call me at (406) 444-9416.

Sincerely,

  
Mike Tierney, Planner  
Policy, Program & Performance Bureau  
Rail, Transit & Planning Division

copies: Jeff Ebert P.E. - Butte District Administrator  
Dustin Rouse - P. E., District Engineering Services Supervisor  
Danielle Bolan P.E. - State Traffic Operations Engineer  
Stan Brelin P.E. - Traffic Operations Engineer  
Tasha King, P.E. - Traffic Engineering  
Kyle DeMars, Bozeman Area Maintenance Chief  
Rob Bukvich, Bozeman Area Utility Agent  
Chris Scott, Planner, Gallatin County

## Scott, Chris

---

**From:** Tierney, Michael [mtierney@mt.gov]  
**Sent:** Friday, October 23, 2015 9:58 AM  
**To:** Scott, Chris  
**Cc:** Erik Garberg (erikgarberg@ctagroup.com); Bolan, Danielle; Alt, Lee; Ebert, Jeff; Bukvich, Robert  
**Subject:** FW: Amsterdam Village Comments

Chris, I received your voice message. You are correct about the 20' setback. The letter should have read 20' feet from the right of way line. MDT has also determined that we can issue private approaches for the access locations requested. We look forward to seeing all the materials requested from CTA so that we may complete the permit review process.

Mike

---

**From:** Bukvich, Robert  
**Sent:** Wednesday, September 02, 2015 7:57 AM  
**To:** Tierney, Michael  
**Cc:** Bolan, Danielle; DeMars, Kyle; Alt, Lee; Ebert, Jeff  
**Subject:** RE: Amsterdam Village Comments

Mike, I believe the setback should be 20' from the right-of-way line, not 20' from centerline, thanks

---

**From:** Tierney, Michael  
**Sent:** Wednesday, September 02, 2015 7:52 AM  
**To:** Erik Garberg (erikgarberg@ctagroup.com); 'Scott, Chris' (Chris.Scott@gallatin.mt.gov)  
**Cc:** Bukvich, Robert; Bolan, Danielle; DeMars, Kyle; Alt, Lee; Ebert, Jeff  
**Subject:** Amsterdam Village Comments

Erik, please see our comments in the attached. We look forward to seeing your response and review materials. Please call if you have any questions.

Mike  
406-444-9416



# Gallatin County, Montana

Road, Bridge, & Junk Vehicle Departments

205 Baxter Lane West; Bozeman, MT 59718

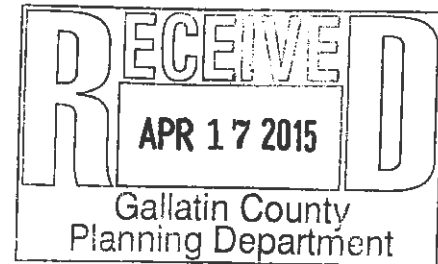
Phone: (406) 582-3250

Fax: (406) 582-3255

www.gallatin.mt.gov

April 16, 2015

Gallatin County Planning  
Gallatin County Courthouse  
311 W. Main  
Bozeman, MT 59715



ATTENTION: Mr. Christopher Scott, Planner



Re: Village at Amsterdam MaSub Preliminary Plat

After review of the foregoing subdivision, I provide you with the following comments:

The County GIS office must approve all road names for interior subdivision roads.

A detailed signage and drainage plan shall be submitted to the county road office for approval, prior to the start of any construction. This plan should specifically address the requirement for road name signs to be installed at all intersections, as well as STOP sign(s) at all intersections with county and state maintained roads. STOP signs and other regulatory or warning signs may also be needed on some internal roads, and this should be addressed in the plan. All signage must conform to the Manual on Uniform Traffic Control Devices (MUTCD), Millennium Edition.

Encroachment permit(s) must be obtained from the county road office for any access points coming off of county maintained roads, Amsterdam Road. Proof of approved permits shall be provided for any access to state maintained highway, Churchill Road. Each access must be at least seventy-five (75) feet from the nearest intersecting county road.

A "no access" strip is required along all lot boundaries that border county maintained roads with the exception of approved access for interior subdivision roads.

Subdivision standards require that any development over six (6) lots must have a second access; therefore a second access shall be required. The access shall be a public easement constructed to county standards.

There exists unsubdivided land to the south and west of this development. It appears adequate access exists to said land.

All interior roads must be built to county paved standards and have a sixty (60) foot right of way dedicated to the public.

All cul-de-sac or hammerhead turnarounds shall be built to county standards and acceptable to the local Fire District.

A detailed traffic study shall be prepared to identify off-site traffic impacts the development will have on the following existing county roads or state highways: Amsterdam and Churchill Roads, including any turn lanes required for increased traffic at intersections affected by the additional traffic from this subdivision. The study will be used to identify primary and secondary access roads, as well as collectors and arterials in the area of impact. Findings from this study may result in the need to have additional right-of-way along certain county maintained roads dedicated to the public.

A pre-construction meeting shall be scheduled with the County Road Department prior to the start of any construction.

All roadwork shall be built to Montana Public Works Standard Specifications (Current Edition), inspected and certified by a licensed engineer. Such inspection and certification must be provided to the county road office in writing. Final approval will not be given until this documentation is received.

For all proposed development onsite and offsite road improvements a two (2) year written warranty from the contractor shall be required. This warranty must be submitted to the county road office prior to final approval.

A "Homeowners Association" shall be formed for the maintenance of all interior roads. A copy of the Homeowners Association by laws are required to be submitted to the County Attorney's office prior to final approval.

Thirty (30) feet of Amsterdam Road south of centerline shall be dedicated to the public for the entire length of the development. Any additional right of way along Churchill Road shall be reviewed by the Montana Department of Transportation

Pedestrian facilities shall be installed per Gallatin County Subdivision Regulations  
Section 7.J

A waiver of right to protest the creation of future RIDs shall be required for any  
improvements to the Amsterdam Churchill Roads intersection.

All areas of the public right of way disturbed during construction activities must be sodded  
or reseeded.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Durkin", written in a cursive style.

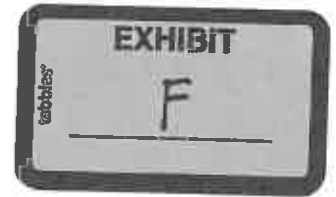
George Durkin  
County Engineer





## Amsterdam Rural Fire District

7170 Churchill Road  
Manhattan, MT 59741



Phone: (406) 282-7945

Email: amsterdamfire@hotmail.com

September 1, 2015

Wayne Freeman  
Associate Principal  
CTA Architects Engineers  
411 E Main St #101  
Bozeman, MT 59715

*Re: Revised Fire Protection Plan for Village at Amsterdam Major Subdivision*

Dear Wayne,

We are in receipt of the additional information provided by CTA for the Village at Amsterdam Major Subdivision and appreciate your attendance at the Board of Trustees meeting. As we understand it, the proposed Amsterdam Village Subdivision consists of ~ 58 lots that will be served by individual wells and connect to the Amsterdam central sewer system for wastewater collection and disposal. A separate central water system will be installed just for fire protection, including 5 pressure hydrants and 1 draft hydrant as shown on the revised drawings. According to the plan sheet called "fire protection" this fire protection water supply would be a "public water system." The "water system" being proposed is not a "public water supply" as nobody will be drinking the water, so this reference should be removed as it is not in compliance with Appendix I Section 3.1. Section 3.1 requires 1,000 gpm at 20 psi in an approved public water system. Section 3.2 requires sprinklers plus fire flow through an approved public water supply. If you are proposing a system that is not an approved public water supply but still meets the requirements of Section 3.1, your request would fall under Section 1.7 of Appendix I.

The cover letter also indicates you will comply with wildland fire interface conditions. Your project is not located within the Wildland Urban Interface.

Your project proposal is difficult to review as it is not presented as a plan but a collection of drawings and statements. You agree to comply with Appendix I but specifically how that will be accomplished is uncertain. Here are some unanswered questions and concerns:

1. What will the maximum structure height be?
2. What will be the separation between unattached buildings?
3. What are the addressing requirements?

**AMSTERDAM**

*Amsterdam Rural Fire District*

7170 Churchill Road  
Manhattan, MT 59741



Phone: (406) 282-7945

Email: [amsterdamfire@hotmail.com](mailto:amsterdamfire@hotmail.com)

4. From an engineering standpoint, the eight inch water line may have difficulty meeting a 1,000 gpm requirement as there may be as much as 36 feet of headloss from the pond to the last hydrant. Have you verified your design to account for the headloss? Please submit design calculations to show each hydrant will be able to flow at least 1,000 gpm and the pump curve data for the fire pump.
5. The draft hydrant typically should have 10 or 12 inch suction pipe typically to make sure the 1,000 gpm can be flowed by the pumper truck. Please submit design calculations to show our pumper truck will be able to pump at least 1,000 gpm out of the proposed fill site.

We appreciate your commitment to aerate the pond and provide a maintenance program and anticipate seeing that requirement in the conditions of approval as well as your agreement to extend the roadways on each east-west road to provide for paved hammer-heads.

If you have any questions please call me at (406) 282-7945.

Sincerely,

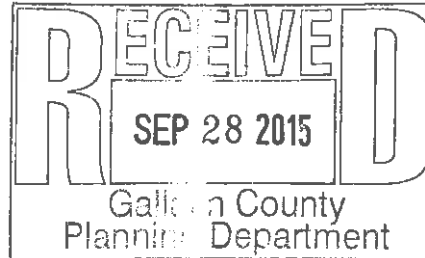
A handwritten signature in black ink that reads "Todd Kitto".

Todd Kitto,  
Fire Chief

cc: Chris Scott, County Planning Department



PIONEERING ENVIRONMENTS



September 4, 2015

Todd Kitto  
Fire Chief  
Amsterdam Fire Department  
7170 Churchill Road  
Manhattan, Montana 59741

RE: Revised Fire Protection Plan for Village at Amsterdam Major Subdivision Response

Dear Mr. Kitto,

Per your 9/1/15 correspondence, we want to clarify the remaining issues you raised including the following:

1. CTA acknowledges the water system will not serve the public, it will however be built to similar standards including material, construction methods, and testing. The only major deviation from Montana Public Works Standard Specifications will be the lack of chlorination of the system prior to placing it into service. This is being done for several reasons, one of which is to allow conversion of the system in the future to public use. As the district believes Section 1.7 more accurately describes the system, the sheet noted has been modified and a copy is included with this correspondence.
2. CTA included the language regarding wildland fire interface as it was discussed at our previous meeting. The above referenced sheet acknowledges the project is not within the interface.
3. CTA acknowledges the plan comes from several locations of a larger subdivision submittal. The "Fire Protection" sheet follows the format we have previously used for review in this and other jurisdiction across Montana. The supplemental sheets come from the project plans. CTA has found this is the best method to ensure that the final approved plan requirements are included in the construction documents.
4. The maximum build height is inferred as two stories on page 18 of the attached CCR's. CTA will limit the maximum structure height in the subdivision to 35 feet.
5. The CCR's provide for a residential and commercial side yard setback of 10 feet. The residential rear yard is 20 feet and the commercial rear yard is 10 feet. A maximum residential lot coverage of 35% is specified on Page 18 of the CCR's.
6. Appendix I, Section 1.8 of Gallatin County Subdivision Regulations provides addressing requirements. The Gallatin County Clerk and Recorder will assign all addresses.
7. A preliminary hydraulic calculation provided below uses the following pump requirements:

1. 36 feet of minor head loss (From 9/1/15 correspondence) = 15.59 psi
2. 56 feet of elevation head = 24.25 psi
3. 20 psi for residual pressure
4. **Total PSI = 59.84 psi**
5. **Total flow = 1000 gpm**

There are many suppliers of fire protection pump skid systems and a final supplier has not been determined. The attached pump curve does indicated that this flow and pressure requirement can be met with multiple impeller options. Also, this analysis considers the highest hydrant in the system, the other hydrants will have higher flows at higher pressures.

8. Without additional information on the pump in the pumper truck we cannot provide a specific calculation. A preliminary review indicates that with an 8" pipe at 1000 gpm the parameters would be:

1. 80 feet of suction pipe (approximate) and 24 feet of equivalent pipe for fittings at 1000 gpm would have minor losses of .7 psi
2. Elevation loss of 3.03 psi (7 feet)

Therefore the pump in the pumper truck would need to be able to provide 1000 gpm when pumping against 3.73 psi, assuming we are discharging to a tank at 0 psi. If the truck pump cannot do this CTA would increase the size of the line to 10-inch, however as most of the loss in the system is due to elevation, there is little efficiency gained in going with larger diameter pipe.

We believe this information should alleviate any concerns the Amsterdam Rural Fire District may have with regards the Amsterdam Village project. Please contact me should you have any remaining concerns.

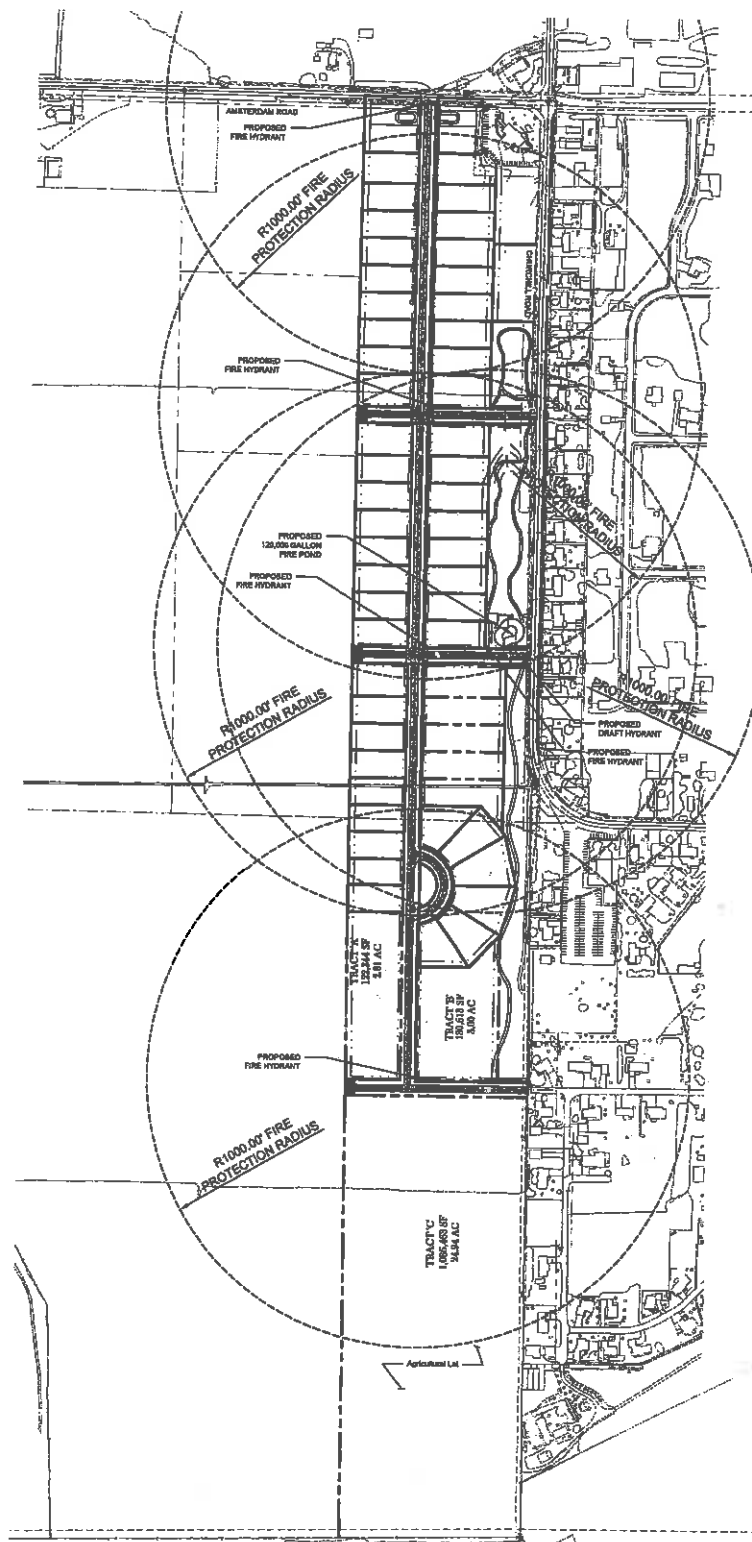
Sincerely,

CTA ARCHITECTS ENGINEERS



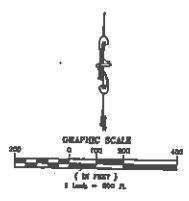
Erik Garberg, PE  
Civil Engineer

cc: CTA File –  
Kate Dinwiddle  
Chris Scott



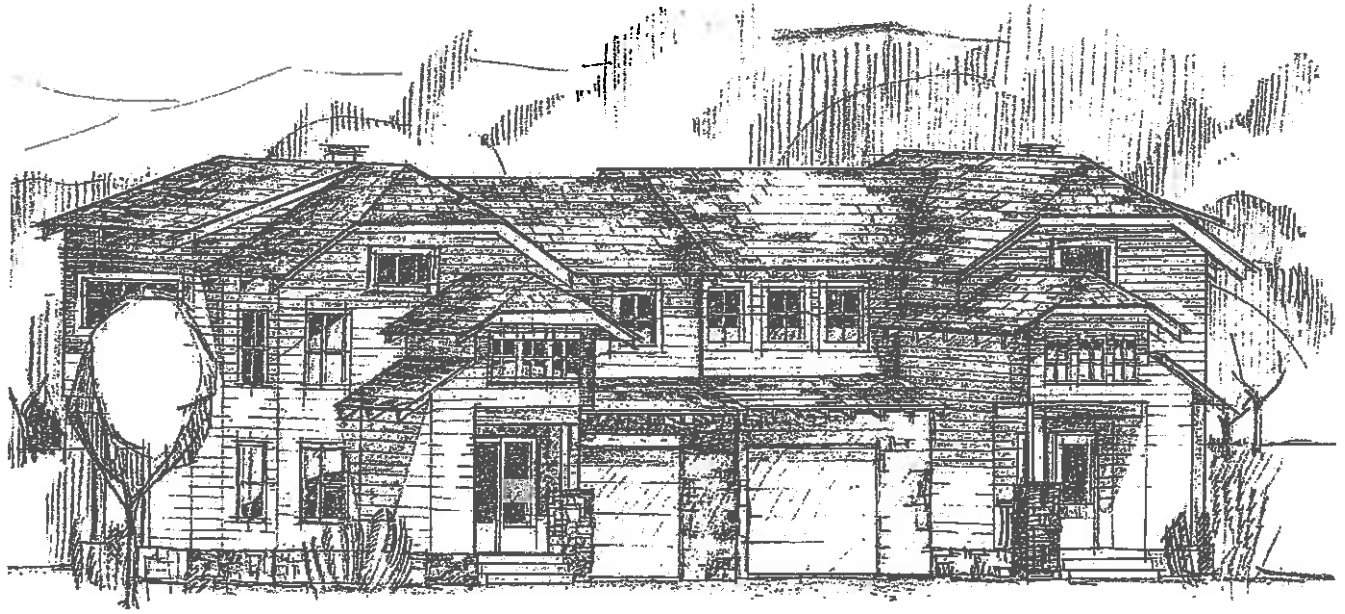
### PROPOSED FIRE PROTECTION PACKAGE

1. FIRE PROTECTION AVAILABILITY  
FIRE PROTECTION SERVICES WILL BE PROVIDED BY THE AMSTERDAM RURAL FIRE DEPARTMENT LOCATED: 7178 CHURCHILL RD, MANHATTAN, MT 59741
2. FIRE PROTECTION MAP  
ATTACHED
3. EXISTING/PROPOSED COVENANTS  
NONE EXISTING OR PROPOSED
4. FIRE PROTECTION COMPLIANCE  
COMPLIANCE WITH GALLATIN COUNTY SUBDIVISION REGULATIONS SECTION 6.E. - FIRE PROTECTION REQUIREMENTS:
  - A - THE SUBDIVISION IS LOCATED IN THE AMSTERDAM RURAL FIRE DEPARTMENT SERVICE AREA.
  - B - THE FIRE PROTECTION SYSTEM AND SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF APPENDIX I - FIRE PROTECTION PACKAGES. THE FIRE PROTECTION AUTHORITY HAVING JURISDICTION (FPAH) SHALL REVIEW AND APPROVE THE FIRE PROTECTION PLAN.
  - C - THE FIRE PROTECTION POND FOR THIS MAJOR RESIDENTIAL SUBDIVISION (50 OR MORE LOTS) WILL HAVE A 120,000 GALLON CAPACITY AND WILL BE EQUIPPED WITH A PUMP CAPABLE OF DELIVERING 1,000 GALLONS PER MINUTE AT 20 PSI MINIMUM THROUGH AN APPROVED PUBLIC WATER SYSTEM, WITH FIRE HYDRANTS FOR 120 MINUTES. THE FIRE HYDRANTS ARE INSTALLED AT NO MORE THAN 1000- FOOT INTERVALS.
- D-G - NOT APPLICABLE
5. RESIDENTIAL SUBDIVISIONS  
THE AMSTERDAM VILLAGE SUBDIVISION COMPLIES WITH THE FIRE PROTECTION PACKAGE OUTLINED IN SECTION 1.7 OF APPENDIX I OF THE GALLATIN COUNTY SUBDIVISION REGULATIONS FOR MAJOR RESIDENTIAL SUBDIVISIONS (50 OR MORE LOTS/UNITS).
6. COMMERCIAL SUBDIVISIONS  
NOT APPLICABLE
7. WILDLAND URBAN INTERFACE AREAS  
THE SUBDIVISION IS NOT LOCATED IN A WILDLAND URBAN INTERFACE AREA
8. ALTERNATIVE OPTIONS  
NO ALTERNATIVE OPTIONS ARE PROPOSED



NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

SHEET		<small>         PREPARED BY  <b>CTA INC.</b>          1000 W. 10TH ST.          BOZEMAN, MT 59717          PHONE: (406) 552-1111          FAX: (406) 552-1112       </small>	<b>FIRE PROTECTION</b>	<b>VILLAGE AT AMSTERDAM - 60 LOT FIRE PROTECTION PACKAGE</b>  <b>GALLATIN COUNTY, MONTANA</b>	<small>REVISIONS</small>
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## Draft Codes, Covenants, and Restrictions

<b>Table of Contents</b>	
<b>Introduction</b>	
<b>Declaration</b>	
I. Definitions	2-3
II. Confidentiality	3-4
III. Village at Amsterdam Property Owners' Association	4-6
IV. Annual and Special Assessments	6-7
V. Design Guidelines	8
VI. Property Use and General Covenants	8-11
VII. Emergency Services	11
VIII. Open Spaces	11-12
IX. Utilities Installation and Maintenance	12
X. Term, Enforcement, Applicability and Change Enforcement	13-15
XI. Village at Amsterdam Design Review Committee (DRC)	15-16
XII. Zoning Regulations and Codes	16-18
XII. Construction Procedures	19-20
XIV. Waiver	21
XV. Amendment	21
XVI. Severability	21
XVII. Design Review Process	21-22

## **Introduction to these Codes, Covenants and Restrictions**

The purpose of this document is to provide owners in Village at Amsterdam by providing a framework for design, construction, maintenance, and use of their home and/or property within the subdivision. This will allow each project to contribute to the long-term goal of creating a development that compliments and enhances the surrounding natural environment. This document also explains the rules and restrictions that are intended to protect the landscape, wildlife, and use of property for the enjoyment of all owners in Village at Amsterdam. This document also outlines appropriate architectural elements that reflect the specific context and environment of Village at Amsterdam.

Variances may be granted if the plan embodies excellent architectural design and meets the overall philosophy of the Village at Amsterdam Design Guidelines.

### **Specific Objectives:**

- To protect and enhance the natural environment, wildlife and property values
- To respect environmental conditions and neighbors.
- To establish architectural criteria for buildings which allow for individual expression, within clearly defined restraints.
- To address all aspects of community usage and design, including, but not limited to, buildings, landscaping, maintenance, water usage, fences, and signs.

Article I of the Declaration of Covenants, Conditions, and Restrictions of Village at Amsterdam contains protective covenants, conditions, and restrictions to preserve and maintain the natural and agrarian character and value of the Property for the benefit of all owners of the property or any part thereon.



## **Article I**

### **Definitions**

**Section 1.** The term "Covenants" shall refer to the Codes, Covenants and Restrictions (this document).

**Section 2.** The terms "Association" and "POA" shall mean the Village at Amsterdam Property Owners' Association. The Association may be incorporated as a Montana nonprofit corporation, with its members as the lot owners.

**Section 2.** The term "member" shall mean any owner or lot owner. Each member or owner agrees to abide and be bound by these Covenants, the Articles of Incorporation, and the Bylaws and the Resolutions of the Property Owners' Association, if any. The phrase Property Owner's Association shall be referred to as POA from hereon.

**Section 3.** The term "owner" or "lot owner" shall mean any person or entity owning a fee simple interest in a lot or a contract purchaser, whether one or more persons or entities, owning or purchasing a lot, but excluding those having a mortgage or an interest merely as security for the performance of an obligation; provided, however, that prior to first conveyance of a lot for value, the term "owner" shall mean "Declarant" or its successors or assigns. The term "person" hereinafter shall include any person, persons or entities.

**Section 4.** The term "contract purchaser" shall mean a person buying a lot pursuant to a contract for deed, Montana Trust Indenture or mortgage.

**Section 5.** The terms "properties" and "lots" shall mean all of the real property herein described and subsequently surveyed and platted into lots as Village at Amsterdam, according to the official plats thereof filed of record in the office of the Clerk and Recorder of Gallatin County, Montana.

**Section 6.** The term "Directors" shall mean the Board of Directors of the Association, and shall consist of President, Vice President and a Secretary/Treasurer who shall be elected at the annual meeting by a simple majority of the members of the Association. The Board of Directors shall be elected for a term set by a simple majority of the membership, but not less than one year. Any vacancy in the Board of Directors occurring before the next annual meeting of the members shall be filled by the remaining Directors.

The Directors shall have the authority to act on behalf of the Association and its members as shall be reasonably necessary to carry out the purposes of the Association and enforce these Covenants. The Directors shall act by simple majority vote. The officers of the Association shall follow the directions of the majority vote of the Directors.

Until 75% of the lots in Village at Amsterdam have been sold or seven (7) years after the final plat approval, whichever occurs later, the Declarant shall have the right to appoint the Board of Directors, who shall not be required to be lot owners or members of the Association.

**Section 7.** The term “Declarant” shall mean and refer to CTA Architects Engineers, and its successors and assigns.

**Section 8.** The term “Open Space” or “Common Area” shall mean all of the property conveyed to the Association for use by the Association and its Members and Owners in common including roads, trails, parks and waterways.

**Section 9.** The term “Majority” shall refer to 51% of cast votes in reference to the Association, its members and its Owners.

**Section 10.** The term “Financial Hardship” shall refer to the negative effects of required construction or design procedures that force termination of a project unnecessarily.

**Section 11.** Other definitions may be found throughout these covenants and those covenants are binding upon all owners. Any term not specifically defined shall be deemed to have a common and ordinary meaning.

**Section 12.** The term “Proxy” shall refer to authorization to act as a substitute for the POA in terms of voting.

## **Article II**

### **Confidentiality**

Village at Amsterdam and its associated POA shall enforce confidentiality at all times. Reasons for this confidentiality include:

-Owners have a reasonable right to privacy.

-An owner could be harmed by an unjust accusation of a violation.

-Owners who report violations should be able to do so in the knowledge that they can do so without harm. The worst case to guard against would involve a reported violator seeking reprisal.

-Privacy facilitates interaction between the Association and a reported violator. Communication can be less guarded and more direct than it would be with a public process.

-Mutual privacy helps the Association to sort out the facts in neighbor-against-neighbor disputes. Mutual complaints and counter-complaints from next-door neighbors sometimes arise; sometimes these are legitimate, sometimes they are exaggerated or fabricated. Maintenance of privacy helps to sort out facts from feelings in such cases.

-Confidentiality guards against adverse publicity and public misunderstanding for individual owners and for the Association.

**Anonymity in reporting violations:** It is required that those who report Covenants violations to the association disclose their identity, but careful protection of their public anonymity is upheld. Violation reports shall be submitted in writing and signed, follow up on reports submitted anonymously to the Association does not normally occur. There are several reasons for this policy:

-Requirement for signed written reports allows contact to the reporter when additional information is needed. If an anonymous report is not specific enough, there is no recourse for follow up.

-Requiring disclosure of a violation reporter's identity to the Association significantly reduces the number of frivolous or unnecessary complaints submitted. Anonymous complaints are often signs of grudges rather than legitimate violations.

-The Association cannot initiate enforcement action without due cause; written complaints document that cause. This helps internally within the Association. Directors who must act on any given problem can be assured of a reliable rendition of the complaint exists. If the matter results in legal action, written documentation exists.

-Maintaining public anonymity helps to protect from any form of retaliation.

### **Article III**

#### **Village at Amsterdam Property Owners' Association**

**Section 1.** An association is hereby established known as the "Village at Amsterdam Property Owners' Association," herein after referred to as the POA. Said Association may be incorporated under a different name as may be approved by the Montana Secretary of State.

**Section 2.** Every owner or contract purchaser of a lot shall be a member of the Village at Amsterdam Property Owners' Association. Membership shall be appurtenant to and may not be separate from the ownership of any lot. Each owner shall be responsible for advising the Association of their acquisition of ownership, of their mailing address, and of any changes of ownership or mailing address. The initial address of the Association shall be 411 East Main Street Suite 101, Bozeman, MT, 59715. The address of the Association may be changed by the Board of Directors upon notice to the owners.

**Section 3.** For the purpose of determining membership, any meeting of a person or entity shall be deemed to be a member upon the recording of a duly executed deed to that owner, or upon the recording of Notice of Purchaser's Interest or an Abstract of Contract for Deed showing a contract purchase by an owner. The legal title retained by the vendor selling under contract shall not qualify such vendor for membership.

Foreclosure of a mortgage, trust indenture or the termination of foreclosure of a contract for deed wherein title is vested in the mortgage, beneficiary or original sell on a contract, or repossession for any reason of a lot or unit sold under a contract shall terminate the vendee's membership, whereupon all rights to such membership shall vest in the legal owner.

**Section 4.** The annual meeting of the Association shall occur annually on the first Monday of March.

Any special meetings may be called by the President, or in the absence of the President, by the Vice-President. In addition, a special meeting shall be held upon call of 50% of the owners. Special meetings shall require seven (7) days' notice, in writing. Notice of annual and special meetings shall be mailed to owners at the address for each owner as provided pursuant to Section 2 of this Article. The presence of members, in person or by written proxy, representing 60% of the total votes of the membership shall constitute a quorum.

At the annual meeting, the members shall review and approve a budget for the next year, shall elect

Directors to fill any expired term or vacant position, and shall conduct such other business as shall be reasonable or necessary to carry out the purpose of the Association. The members shall have the authority to set the number of Directors, which number shall not be less than three (3) nor more than seven (7).

**Section 5.** The annual meeting of the Board of Directors shall be held immediately after the annual meeting of the members. At the annual meeting, the Directors shall elect a President, Vice-President, and Secretary/Treasurer for the Association from among the Directors, except that the Secretary/Treasurer may be a member who is not a Director.

**Section 6.** The Board of Directors shall serve for a term to be set by a simple majority of the membership, which shall not be for less than one year. Each director shall serve until replaced by his or her successor. Any vacancy on the Board of Directors occurring before the next annual meeting of the members shall be filled by the remaining directors.

**Section 7.** The Board of Directors shall have the power and responsibility of acting on behalf of the Association and its members as shall be reasonably necessary to carry out the purposes of the Association, including but not limited to take such actions as shall be necessary or reasonable to care for, protect and maintain the easements, trails, boundary fences, drainage easements, open spaces; to enforce these Covenants; to collect assessments; to set annual and/or special meetings; and to act in any other matters set forth herein or which may serve the development, including the formation of special improvement districts, either public or private, for such improvements as the Association shall approve.

The Directors shall act by majority vote.

**Section 8.** The duties of each of the offices shall be as follows:

**President** – The President shall preside over all meetings of the POA. He or she shall call the membership together whenever necessary. The President shall be the general administrative and executive officer of the POA, and shall perform such duties as may be specified, and exercise such powers as may be delegated to the office of President by the Board of Directors.

**Vice-President** – The Vice-President shall exercise the powers of the President in the absence of the President.

**Secretary** – The Secretary shall give notice of all meetings of the POA, and shall keep a record of the proceedings of the meetings of the POA. The Secretary shall be authorized to sign on behalf of the POA, all records, documents and instruments when such are authorized to be signed by the POA.

**Treasurer** – The Treasurer shall keep and maintain adequate and correct accounts of the accounts, properties, and business of the POA, including accounts of its assets, liabilities, receipts, disbursements, gains and losses of the POA. The Treasurer shall prepare and report such periodic accountings as shall be required by the POA.

**Commercial Representative** – The Commercial Representative shall provide information and concerns related specifically to the Neighborhood Commercial zone, as indicated on Final Plat. The Commercial Representative shall carry out actions for all business Owners within Village at Amsterdam.

**Section 9.** A vacancy in any office of the Association shall be filled by appointment by the Board of Directors at the next annual meeting or the successor duly appointed or elected.

#### **Article IV**

#### **Annual and Special Assessments**

##### **Section 1. Assessments**

Each owner, whether or not it shall be so expressed in any deed or contract, is deemed to have agreed to these Covenants, and to pay to the Association:

- Monthly or Annual assessments or charges; and
- Special assessments for capital improvements and reserve assessments, such assessments to be established and collected as hereinafter provided.

The monthly or annual, special and reserve assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with the interest, costs and reasonable attorney's fees, shall be the personal obligation of the owner of such property at the time when the assessments are due.

##### **Section 2. Purpose of Assessments**

The assessments levied by the Association shall be used to promote the recreation, health, safety, convenience, and welfare of the owners; for the improvement of roads, repair and maintenance of easements, trails, open space; and for any other purposes, expressed or implied, in these Covenants.. The annual assessment shall reflect the imposition of an operating assessment upon the lots connected to the community sewer and water system.

##### **Section 3. Amount and Approval of Assessments**

The maximum annual assessment per lot which may be made by the Association in every calendar year shall not substantially exceed the projected and budgeted actual and reasonable costs to be incurred by the Association during the coming year in carrying out the purposes herein set forth, and may include a reasonable reserve for contingencies. The amount of the annual assessments shall be fixed by the Board of Directors of the Association in the following manner:

At each annual meeting of the members of the Association, the Directors shall present a proposed budget of the estimated expenses for the Association for the coming year to the members for review, discussion, amendment, comment and approval. The members shall approve or amend the proposed budget by a majority vote of the members present or voting by proxy. After the annual meeting, the Board of Directors shall set the amount of the assessments and the date(s) due for the coming year to cover the budget approved in the manner herein set forth.

##### **Section 4. Special Assessments for Capital Improvements and Reserve Assessments**

In addition to the annual assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or other capital improvements on the properties and open space, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3) or more of all of the votes of the members who are present, in person or by proxy, at a meeting duly called for that purpose. Special assessments may be levied to be paid over one or more years. Assessments for normal maintenance and repairs shall not require two-thirds (2/3) vote.

The Association may levy reserve assessments for the replacement and upkeep of the improvements enjoyed by the Association members. Reserve assessments need not be levied against all lots during any budget cycle provided that any such assessment shall have the approval of two-thirds (2/3) or more of all the votes of the members being assessed, who are present, in person or by proxy, at a meeting duly called for that purpose.

**Section 5. Uniform Rate of Assessment**

Annual assessments shall be fixed by the Directors at a uniform rate for each lot within the following two (2) categories: Category A: Commercial lots Category B: Residential Single Family

**Section 6. Date of Commencement of Annual Assessments: Due Dates**

Except as herein provided, the annual and special assessments provided for herein shall be due on the date determined by the Board of Directors. The Board of Directors shall fix the amount of the annual assessments against each lot at least thirty days in advance of the due date of each annual assessment, and at least ninety days in advance of a special assessment and reserve assessments. Written notice of the annual and special assessments shall be mailed or personally delivered to every member subject thereto, at their last known mailing address.

**Section 7. Effect of Nonpayment of Assessments: Remedies of the Association**

Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the owners obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the open space or by abandonment of their lot.

Upon delivery of the notice of assessment to the owner, the assessment shall be a lien upon the owner's lot until paid. The Association may record a notice of the lien with the Clerk and Recorder of Gallatin County, Montana. In the event of non-payment within thirty days after the recording of the notice of lien, the Association may foreclose the lien in the manner set forth under Montana law for the foreclosure of liens against real property. The Association is entitled to collect during an action for delinquent assessments any and all reasonable attorney fees and costs accrued prior to and in association with the collection of delinquent assessments.

**Section 8. Sale or Transfer of a Lot**

The sale, transfer or encumbrance of any lot shall not affect the assessment lien if recorded in the records of Gallatin County, Montana, or the personal liability of the owner responsible for the assessment. No sale or transfer to a third party with actual or constructive knowledge of an assessment shall relieve such new owner from the liability for any outstanding assessments, or from any assessments thereafter becoming due, or from the recorded lien thereof. A person or entity purchasing a lot shall be responsible for checking with the Association for any outstanding assessments against said lot before the closing upon the purchase.

## **Article V**

### **Design Guidelines**

The intent of these guidelines is to define a level of quality and consistency of building design which will be consistent with and maximize the quality of the overall project. The unique design style of the Architect, Developer, Building Contractor, Home Builder, and Owners for the site, landscape, and the buildings will be respected, and individual expression is encouraged, provided they are harmonious with the overall character set forth in the Design Review Guidelines.

All developments shall be built in conformance with the Design Guidelines, a separate document, adopted to govern the building of any and all structures in Village at Amsterdam. The Design Guidelines are incorporated by reference herein and are enforceable as if they are a part of the document.

The Design Review Committee is hereby created and shall carry out all duties bestowed upon it by these covenants and the Design Guidelines, and any amendments made thereto.

The procedures for application, consideration and approval of any building are set forth in the Design Guidelines.

No development shall commence without the signed approval of the Village at Amsterdam Design Review Committee. Each structure must be constructed in compliance with the Design Regulations stated herein (Article XI), including but not limited to, location, square footage requirements, and height; and in compliance of the Design Review Guidelines including but not limited to color, material choices and usage, and all requirements of the Design Review Guidelines.

All landscaping shall be installed within the first growing season following substantial completion of the residential and/or commercial development.

## **Article VI**

### **Property Use and Required Covenants**

#### **Section 1. Hunting**

No hunting of, shooting at or harassing of birds, animals or any wildlife will be permitted. Skunks, gophers, and rodents may be trapped; however, poison may not be used.

#### **Section 2. Pets**

No livestock, poultry or other animals, except dogs, cats, or small in-house pets and birds, are permitted on the properties. Excessive amounts of pets of any type are not allowed. Excessive pertains to numbers that become uncontrollable from within the interior confines of the structure on the property, thus becoming a nuisance to neighboring properties and thus decreasing the value of said property.

All dogs, cats and other pets shall be strictly controlled by their owners so as not to annoy or interfere with the use of the properties by the other owners and to prevent any interference or harassment of wild birds or animals in the subdivision or on surrounding or adjacent properties. Dogs and cats shall be kept on the owner's property and shall not be allowed to roam free.

**Section 3. Artificial Feeding**

The artificial feeding of all wildlife is prohibited.

**Section 4. Animal Proof Containers**

All garbage shall be stored in animal-proof containers. Foodstuffs, including garden, pet, and other sources shall not be stored out of doors or in non-animal proof containers.

**Section 5. Acceptance of Wildlife Damage**

Lot owners acknowledge that wildlife damage to landscaping will occur. Lot owners accept this risk and shall not file claims against adjacent lot owners, the Association, or any other governing body for such damages unless evidence of violation of these Covenants is proven.

**Section 6. Open Space and Trail Maintenance**

The Association shall be responsible for trail maintenance within Village at Amsterdam. The Association is also responsible for the weed control, mowing, care and maintenance of open spaces and all common area amenities within Village at Amsterdam. The Association may use the provision of Covenants for collecting funds to pay for such maintenance.

**Section 7. Noxious Weeds**

In order to comply with the Noxious Weed Management Plans of the Gallatin County Weed Control District and the Montana County Noxious Weed Control Act, the District requires that the following items be addressed in the Covenants of each subdivision within Gallatin County.

The POA is responsible for noxious weed control in all parks, open spaces, community areas, trails, and roadways within the subdivision. Each landowner is responsible for the subdivision roadway adjoining their property. The POA will also act as the contact point for any noxious weed complaints within the subdivision.

The control of noxious weeds by the POA on those areas for which the POA is responsible and the control of noxious weeds by individual owners on their respective lot shall be as set forth and specified under the Montana Noxious Weed Control Act (MCA 7-22-2101 through 7-22-2153) and the rules and regulations of the Gallatin County Weed Control District. The landowner shall be responsible for the control of the state and county declared noxious weeds on his or her own lot. Both unimproved and improved lots shall be managed for noxious weeds. In the event a landowner does not control the noxious weeds, after ten days notice from the POA, the POA may cause the noxious weeds to be controlled. The cost and expense associated with such weed management shall be assessed to the lot and such assessment may become a lien if not paid within 30 days of the mailing of such assessment. The POA is responsible for the control of state and county declared noxious weeds in the subdivision's parks, open spaces, community areas, trails, and roadways.



**Section 8. Construction Codes**

All structures shall be constructed in compliance with Montana State adopted codes for construction, including codes for seismic zone 3 and National Fire Protection Codes.

**Section 9. Road Maintenance**

The Association shall be responsible for road maintenance and snow plowing on the roads within Village at Amsterdam. The Association may use the provision of Article III for collecting funds to pay for such road maintenance.

**Section 10. Driveway Placement**

All lots shall have only one driveway access. Each driveway access point must be at least fifty (50) feet from the nearest road intersection.

**Section 11. Fencing**

- Fences projecting beyond the primary façade of residences are prohibited. All fences must be constructed with the finished façade to the exterior of the lot being fenced.

**Section 12. Exterior Lighting**

All exterior building lights shall be reflected downward with full cut-off luminaries. There shall be zero-light spill outside of the property being illuminated. All light fixtures shall not supply light pollution thus detracting from night sky visibility.

**Section 13. Storage of Equipment**

No lot or adjacent street, roadway or alleyway shall be used for the storage of any inoperable vehicle, machinery or equipment. No lot shall be used for storage of any articles, vehicles, equipment or other personal property of any quantity in excess of the immediate needs and personal use of the owner of a lot or the occupants and guests thereof as the case may be, and shall not interfere with the use or enjoyment of neighboring lots.

**Section 14. Commercial Equipment**

No lot, adjacent street or roadway shall be used for the outside parking or storage of any commercial trucks, large commercial vehicles or other heavy equipment, except as may be necessary during reasonable periods of construction. Nothing herein shall prohibit the storage of such vehicles within the confines of a garage approved by the DRC.

**Section 15. Recreational Equipment**

All campers, trailers, motor homes, boats, and all other recreational shall only be parked on the owner's lot. In no event shall such equipment be parked on roads, nor shall any equipment be parked such that it is visible from the streets or adjacent lots for a period exceeding three (3) days in any 30 day period. Storage or location of such equipment and vehicles, in excess of the requirements of this section, shall occur in an enclosed garage or other screened area with such garage or screen having been pre-approved in writing by the committee for design review.

**Section 16.     Offensive Activity**

No noxious odors or offensive activity shall take place upon any portion of the above described property, nor shall anything be done thereon which may be, or may become, an annoyance to the neighborhood.

No firearms shall be discharged on the above-described property.

Any violation of county ordinances or other regulations shall be a violation of these Covenants and can be enforced by the Association or individual lot owners.

**Section 17.     Ditches and Water Courses**

Each owner of property within Village at Amsterdam acknowledges the presence of water features located in open spaces of the development. Each owner of property with Village at Amsterdam, as individuals and as members of the Association, acknowledges that water could pose a danger to humans, animal life and property. By this acknowledgement, each owner of property within Village at Amsterdam, as individuals and as members of the Association, assumes the normal and ordinary consequences of their actions when in, next to, or in the vicinity of water features within Village at Amsterdam.

**Article VII**

**Emergency Services**

Village at Amsterdam will be under the jurisdiction of Amsterdam Volunteer Fire Department. Ambulance service will be provided by AMR (American Medical Response).

**Article VIII**

**Open Spaces**

**Section 1.     Purpose**

Open space within the development is proposed for active and passive activities and is to be accessible for public use. Trails and areas within Village at Amsterdam will serve as public recreation areas. The trail system shall be used for non-motorized travel only.

**Section 2.     Mandatory Requirements**

Open spaces as designated on the Final Plat, shall be preserved in perpetuity. The Board, among its other duties, shall establish assessments for the taxes, insurance, and maintenance of all open space, roads, trails, and easements under the control and authority of the Association, owners' parks, and parkways.

The Association shall be responsible for liability insurance, local taxes and maintenance of recreation and other facilities in designated open spaces. The assessments levied by the Board for the maintenance, upkeep, repair and operation of open space like all other assessments, become a lien on each lot within Village at Amsterdam. The Board, may in its discretion, adjust the assessments to meet the changing needs of the community and the areas serving the community.

**Section 3. Nuisance**

No Owner, guest or invitee may use or occupy the open space, trails, roads, or any lot in such a manner as to disturb or interfere with the peaceful use, occupancy or enjoyment of any other owner, or guest of Village at Amsterdam. Violations shall be enforced as provided for in Article X of these Covenants.

**Section 4. Control and Management**

The Association shall have the exclusive right and obligation to manage, control and maintain the Open Space.

**Article IX**

**Utilities Installation and Maintenance**

**Utilities Easement**

Utility easements for electricity, gas, sewer, communications, telephone, water, television, cable communications, and other equipment shall be underground and are designated on the Village at Amsterdam Plat. All owners shall have the right to enter upon and excavate in such easements upon the approval of the DRC. Easements for ingress and egress and for utilities shall not be moved, deleted or restricted without the written approval of all the lot owners affected. Utility companies and owners must restore disturbed land to a condition as close as possible to the natural condition of the land before work commenced.

**Utilities Installation and Maintenance**

Village at Amsterdam, or its designated representative, shall cause the installation and maintenance of electric power, gas, cable, and telephone utility service to the junction of the main access road and home lot driveways. Owners shall bear all responsibility and costs from such junction to home lots. Owners shall bear the responsibility and maintenance costs associated with interior lot utilities, in cooperation with the utility provider.

All utilities of every nature shall be installed and maintained underground. Piping and wiring shall be concealed. Each owner shall be responsible for utility installation and maintenance in accordance with state and local regulations.

**Water and Sewage**

All improvements or structures designed for occupancy or use by humans shall be connected with individual wells for domestic water provided by the POA. All lot owners shall hook up to the sewer main and connect to the Water and Sewer District for sewer service.

## **Article X**

### **Term, Enforcement, Applicability, and Change Enforcement**

**Section 1.** The owner of each Lot shall be primarily liable, and the Occupant, if any, secondarily liable for the violation or breach of any covenant, condition or restriction herein contained. Violation or breach of any covenant, condition or restriction herein contained shall give to Declarant, or the Association, following thirty (30) days written notice to the Owner or Occupant in question except in extenuating circumstances, the right, privilege and license to enter upon the Lot where said violation or breach exists and to abate and remove summarily, or abate or remove, at the expense of the Owner or Occupant thereof, any improvement, structure, thing, or condition that may be or exist there on contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these Covenants to enjoin or prevent them from doing so, to cause said violation.

No such entry by Declarant, the Association or their agents shall be deemed a trespass, and neither Declarant nor the Association nor their agents shall be subject to liability to the Owner or Occupant of said Lot for such entry and any action taken to remedy or remove a violation. The cost of any abatement, remedy or removal hereunder shall be a binding personal obligation on any Owner or Occupant in violation of any provision of this Declaration, as well as a lien (enforceable in the same manner as a trust indenture) upon the Lot in question. The lien provided for in this section shall not be valid as against a bona fide purchaser or mortgagee for value of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Gallatin County, Montana, prior to the recordation of the deed or mortgage conveying or encumbering the Lot in question to such purchase or mortgage, respectively.

**Section 2. Right of Entry.** During reasonable hours and upon reasonable notice (24 hours), and subject to reasonable security requirements, the Declarant, the Association or their agents, shall have the right to enter upon and inspect any Lot and the Improvements thereon covered by this Declaration for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and neither Declarant nor the Association nor their agents shall be deemed to have committed a trespass or wrongful act by reason of such entry or inspection.

**Section 3.** The term of the provisions of these Covenants shall be binding for a term of fifteen (15) years from the date of these Covenants and may be modified, altered or amended during that period only by the Declarant at the Declarant's sole option. After the initial fifteen (15) year period, the Covenants should be automatically extended for successive periods of ten (10) years not to exceed three (3) such extensions unless an instrument agreeing to amend, revoke or terminate these Covenants has been signed by the Owners of eighty (80) percent of the lots in Village at Amsterdam. Any covenant required as a condition of preliminary subdivision approval shall not be altered or amended without the agreement of the governing body.

**Section 4.** Enforcement of these Covenants shall be by proceedings either at law or in equity against any person or persons violating, or attempting to violate, any Covenant; and the legal proceedings may either be to restrain violation of these Covenants, to recover damages, or both. Should any lawsuit or other legal proceeding be instituted by the Association or an owner against an owner alleged to have violated one or more of the provisions of these Covenants and should the Association or owner enforcing the provisions of the covenants be wholly or partially successful in such proceedings, the offending owner shall be obligated to pay the costs of such proceeding, including reasonable attorney's fees for all time associated with the action.

**Section 5.** The failure of the Declarant, the Association or an owner, to enforce any Covenant or restriction contained herein shall not be deemed a waiver or in any way prejudice the rights to later enforce that Covenant or any other Covenant thereafter, or to collect damages for any subsequent breach of Covenants.

The waiver or approval of a variance of a Covenant provision by the Board of Directors, or non-action of the Association or Declarant in the event of a violation of a Covenant by a particular owner or lot, shall not be deemed to delete or waive the Covenant or enforcement thereof as it pertains to other Owners or lots.

**Section 6.** Invalidation of any one of these Covenants by judgment or by Court order shall in no way affect any of the other Covenants or provisions, all of which shall remain in full force and effect.

**Section 7.** In any conveyance of the above described real property or of any lot thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to protective or restrictive Covenants without setting forth such restrictions and Covenants verbatim or in substance in said deed nor referring to the recording data. All of the above described real property and lots shall be subject to the Covenants set forth herein, whether or not there is a specific reference to the same in a deed or conveyance.

**Section 8.** A breach of any of the foregoing restrictions or Covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any lot or portion of the real property or any improvements thereon. However, the Covenants shall be binding upon and shall insure to the benefit of any subsequent owner whose title thereto was acquired by foreclosure, trustee sale or otherwise.

**Section 9.** After the initial 15 year term for these covenants, the provisions of these Covenants may be changed or amended or additional Covenants added, in whole or in part, by the Association upon approval of two-thirds (2/3) of the votes of the Property Owners' Association at a meeting duly noticed and called for this purpose; provided that, the easements for roads, utilities and common areas shall not be changed without the unanimous consent of all of the Owners affected by the change.

The President or Vice-President shall execute and record the amendment, change or addition with the Clerk and Recorder of Gallatin County, Montana.

Any change of these Covenants shall be effective upon the filing and recording of such an instrument in the office of the Gallatin County Clerk and Recorder. Any change in these Covenants shall not affect existing structures and uses of the lots.

**Section 10.** After the initial fifteen (15) year term for these covenants, the provisions of these Covenants may be changed or amended or additional Covenants added, in whole or in part, by the Association upon approval of two-thirds (2/3) of the votes of the Property Owners' Association at a meeting duly noticed and called for this purpose; provided that, the easements for roads, utilities and common areas shall not be changed without the unanimous consent of all of the owners affected by the change.

The President or Vice-President shall execute and record the amendment, change or addition with the Clerk and Recorder of Gallatin County, Montana.

Any change of these Covenants shall not be made without prior written consent of the Gallatin County Commissioners. Approved changes shall become effective upon the filing and recording of such an instrument in the office of the Gallatin County Clerk and Recorder. Any change in these Covenants shall not affect existing structures and uses of the lots.

## **Article XI**

### **Village at Amsterdam Design Review Committee (DRC)**

#### **Section 1. Authority**

The Village at Amsterdam Design Review Committee (DRC) shall act in addition to, and not in lieu of, the Gallatin County Planning Board & Gallatin County Zoning Commission. The Gallatin County Planning Board and Zoning Commission are not however, appeal boards for the DRC. The DRC is given authority through Article VI of the Declaration of Codes, Covenants and Restrictions for Village at Amsterdam.

#### **Section 2. Committee Organization**

The committee is established by the POA who is responsible for appointing members and terms. The DRC shall then consist of three members appointed by the POA.

The DRC shall modify when necessary, and enforce the Design Guidelines related to the external design, appearance, and location of all specified properties and improvements within Village at Amsterdam.

#### **Section 3. Purpose**

The Village at Amsterdam DRC is established and given the authority to coordinate, expedite and assure fair implementation of the Covenants and Design Guidelines. The objective of this committee is to encourage development quality that will enhance both the natural and built environments.

#### **Section 4. Duties**

The Village at Amsterdam DRC is responsible for administering the Covenants and Design Guidelines and performing the following duties:

1. To form such reasonable rules and by-laws and adopt such procedures as it deems necessary to carry out its functions.
2. To review all of the following it deems necessary:
  - 2.1. Site plans
  - 2.2. Landscape plans
  - 2.3. Building plans, elevations, and associated drawings
  - 2.4. Material and color samples
  - 2.5. Other information deemed appropriate to individual proposals
3. To require in writing, all improvements, such as the following, to be reviewed and approved by the DRC before construction commences.
  - 3.1. Construction of buildings, auxiliary structures or roads
  - 3.2. Alterations and Remodeling
  - 3.3. Restorations

- 3.4. Landscaping, Fences, and Walls
- 3.5. Private Parking and Driveways
- 3.6. Signs and Exterior Lighting
- 3.7. Other Improvements specific to an individual proposal

- 4. To enforce height requirements contained within the Covenants and Design Guidelines and to designate such requirements where they are not called out.
- 5. To reject materials, designs and colors submitted with the plans and the plans themselves, if they are not compatible with or are inappropriate to the overall vision of the subdivision or are non-conforming to the Design Guidelines.
- 6. To grant variances to the Covenants and Design Guidelines as it deems appropriate.
- 7. To interpret Covenants and Design Guidelines as is deems appropriate and make rulings thereon.
- 8. To insist upon the completion of all improvements in substantial compliance with the approved plans and specifications.
- 9. To enforce the Covenants and Design Guidelines in a court of law.
- 10. To revoke or suspend approvals and order the suspension or cessation of any construction in violation of the Covenants and Design Guidelines or any approval issued by the DRC.
- 11. To require that a fee of \$300.00 be paid for the review and approval of building plans and specifications.
- 12. To require the submission of landscape plans with all requests for review and approval of building plans.

**Section 5. Liability**

Neither the DRC nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of the following:

- The approval of any plans, drawings or specifications, whether or not defective.
- The construction or performance of any work, whether or not pursuant to approved plans, drawings, or specifications.
- The development or manner of development of any property within Village at Amsterdam provided, however, that such member has acted in good faith.

**Article XII**

**Zoning Regulations and Codes**

**1. General Information**

Village at Amsterdam is located within the jurisdictional area of Gallatin County. Village at Amsterdam shall be consistent with the ordinances of Gallatin County, and the Design Guidelines stated herein. In addition to these Design Guidelines, building design will be regulated by City, County, State, and Federal

regulatory agencies having jurisdiction. The Owner or his or her agent shall be responsible to ensure conformance with the most recently adopted jurisdictional regulations.

No construction of, or alteration to any improvements whether temporary or permanent, including but not necessarily limited to buildings, fences, walls, earthwork, paving, vegetation, signs, or secondary structures such as utility or trash enclosures, wells or storage tanks shall be commenced on any lot prior to receiving the written approval of the DRC.

Interior modifications and/or improvements that do not alter the exterior appearance of a building or the site improvements shall not require the approval of the DRC.

## **2. General Development Parameters**

**a. Density** – Not more than one single family residence may be built on each single family residential lot.

### **b. Allowable Uses – Commercial**

The intent of the commercial district is to provide goods and services primarily to the residents and the guests of Churchill, Amsterdam, Village at Amsterdam and surrounding areas.

### **c. Disallowed uses:**

- -Light manufacturing
- -Automobile service centers
- -Adult novelty/bookstores
- -Pawn shops

### **d. Building Envelope**

Each building lot in Village at Amsterdam shall have a building envelope surveyed and located on site established by the Design Guideline setbacks. All dwellings, exterior parking spaces, garages, sheds, carports, porches, and decks shall be contained within the building envelope. Swimming pools are not permitted as they breach guidelines concerning fence height requirements and sustainability concerns arise.

### **e. Setbacks within the Building Envelope**

#### **a. Single family Residential setbacks**

- 10' side yard
- 25' foot front yard
- 20' foot rear yard

#### **b. Commercial Setbacks**

- 5' foot front yard
- 10' foot side yard
- 10' foot rear yard

**c. Areas of active use and noise shall be buffered from adjacent properties.**



- d. Additional setbacks from tree masses, native vegetation transition zones, topography, drainage, view corridors, roads, paths, and utility easements shall be enforced by the DRC.
- e. Any building envelope overlapping with front, rear or side yard setbacks shall be restricted by the required setbacks.

**f. Maximum building Footprints and Minimum Floor Areas**

- Each single-family residence in Rivera Ranch shall comply with the following:
  - Single-Family Residences – One-Story
  - Maximum built footprint regarding impervious surface including all exterior structures, paving, decks, etc: 35% of lot square footage
- Minimum floor area (excluding exterior parking spaces, garages, carports, porches, and decks):
  - 1,500 square feet on main level
  - Ground level, walk-out portions of basements shall be included in minimum floor area calculations.
- Single-Family Residences – Two-Story
  - Maximum built footprint regarding impervious surface including all exterior structures, paving, decks, etc: 35% of lot square footage
- Minimum floor area (excluding exterior parking spaces, garages, carports, porches, and decks):
  - 1,300 square feet on main level
  - 1,850 square feet all levels combined
- Ground level, walk-out portions of basements shall be included in minimum floor area calculations.

**g. Applicable Codes**

- Village at Amsterdam Design Guidelines
- Village at Amsterdam Covenants, Codes and Restrictions
- Uniform Business Code (UBC)
- National Electric Code
- Uniform Mechanical Code
- Uniform Fire Code
- National Fire Protection Association Code
- State Fire Code Standards
- Montana Energy Code
- All other applicable County, State and Federal Regulations

## **Article XIII**

### **Construction Procedures**

#### **A. Approvals Required Prior to Construction Commencement**

##### **a. Permits**

Construction shall not commence until Final Plan Approval has been received from the DRC and a building permit has been issued by appropriate agencies. Building construction must strictly conform to the approved Final Plan and must be completed within eighteen (18) months after obtaining the building permit unless specific written extension is granted by the DRC.

No accessory structure, buildings, garages, or sheds shall be constructed on any lot prior to the construction of the main structure of the residence provided however, that the provisions of this sub-paragraph shall not apply to temporary construction shelters which may be constructed for use after the issuance of the residence's building permit.

##### **b. Approvals**

All modifications to previously approved site, landscape and architectural plans must be submitted and approved by the DRC.

#### **B. Construction Regulations**

##### **a. Noise Abatement and Hours of Work**

Heavy equipment operation and other loud noise from construction are prohibited between 7:30 p.m. and 6:30 a.m. No shall occur.

##### **b. Construction Staging and Material Storage**

All construction staging, including but not limited to, daily vehicular movement and parking, material storage, equipment storage, construction trailers, etc., must take place within the lot for which the building permit was issued unless an alternate staging area is approved in writing by the POA.

##### **c. Trash Containment and Removal**

Trash and construction debris shall be kept in containers, and be emptied on a regular basis to insure sufficient room to store trash at the end of each working day. It shall be the responsibility of the general contractor to remove and dispose of, at an authorized county land fill, any excess trash and construction debris.

Burning of debris is controlled by Gallatin County.

##### **d. Tree and Property Protection**

Construction practices must include care during grading and excavation to avoid damage to existing trees, shrubs and their root structures.

All construction equipment and activity including vehicular movement, unloading or daily parking, as well as stockpiling of materials and topsoil must be kept within the perimeter of the lot unless written authorization is received from the DRC. Any adjacent property, including roads or common areas damaged during construction, shall be promptly restored or re-vegetated to the satisfaction of the DRC. If such restoration is not completed promptly, the DRC will contract for the repairs with all costs charged to the person in whose name the Final Plan approval was issued.

e. Pet control

Any contractor and or subcontractor shall maintain complete control of any pets brought onto a jobsite. Such control shall include not allowing said animals to roam free outside of the jobsite onto adjacent properties.

f. Temporary structures.

A small job office or trailer may be located on the site during the construction period. The job office must be removed from the site prior to occupancy.

g. Erosion Control

All disturbed areas of the site shall be protected from erosion during and after the construction period. Erosion control measures must be taken during construction to insure soil stabilization, sediment control and timely re-vegetation.

C. Building Inspections

The DRC will not inspect projects for building code conformance. The DRC will however, from time to time review the construction sites for conformance to the design standards.

It is the responsibility of the Applicant or the Applicant's builder to contact the state and other authorities regarding electrical, plumbing and other required inspections for building code conformance.

The DRC will inspect or appoint a qualified inspector to verify that all sustainability requirements are met.

## **Article XIV**

### **Waiver**

Neither Declarant or the Association nor their successors or assigns shall be liable to any Owner or Occupant of the Property by reason of any mistake in judgment, negligence, nonfeasance, action or inaction for the enforcement or failure to enforce any provision of this Declaration. Every Owner or Occupant of any said property, by acquiring its interest therein, agrees that it will not bring any action suit against the Declarant and/or the Association to recover any such damages or to seek equitable relief because of the same.

## **Article XV**

### **Amendment**

These covenants shall remain in effect until amended or terminated. The Covenants, or any portion thereof, may be amended, terminated, or supplemented at any time by the execution of a written document containing the terms of the amendment, supplement or termination of any of the Covenants, duly acknowledged by a Notary Public, and recorded with the office of the Gallatin County Clerk and Recorder, executed by at least seventy-five percent (75%) of the owners of the property based on one vote per lot. If there is more than one owner for a lot, each owner must execute the amendment, supplement or termination document to count for one vote towards the seventy-five (75%) total.

## **Article XVI**

### **Severability**

Captions and paragraph headings are designated herein as a matter of convenience. A determination of invalidity of any portion of these covenants shall not in any manner affect the other portions or provisions.

## **Article XVII**

### **Design Review Process**

The design review process must be followed for any of the following:

- Construction of any building
- Renovation, expansion, or refinishing of the exterior of any building
- Interior changes which affect the major function of a building
- Major landscape, road or parking changes
- Exterior lighting changes

In addition to meeting the requirements of this manual, an owner must comply with the requirements of all governing agencies including Gallatin County and the State of Montana in order to obtain a building permit, Certificate of Occupancy, Temporary Certificate of Occupancy or similar occupancy approval.

All architectural and building plans submitted to the DRC shall be of an architectural quality prepared by a licensed architect. All site, landscape and irrigation plans shall be submitted by a landscape architect or

landscape designer. The DRC shall reject materials, designs and colors submitted with the plans, and the plans themselves, if they are not compatible or are inappropriate with the Master Plan of the Subdivision.

The Village at Amsterdam Design Review Process has two steps: Initial Plan Review and Final Plan Approval. It is recommended that owners follow this two step process for any major building project. However, owners may submit materials for Final Plan Review and Approval without an Initial Plan Review. In addition, the owner may appeal the DRC's decision to the Village at Amsterdam Property Owner's Association.

#### A. Initial Plan Review.

The Initial Plan Review addresses the conceptual design of the project. The review will address existing site conditions and planned improvements, building floor plans and elevations, roof design, architectural character or expression, exterior materials, grading, drainage, and erosion control measures. Reference Initial Plan Review Checklists and Evaluation Criteria for complete submission requirements.

The Initial Plan Review includes the following steps:

1. Owner/Architect prepares and submits to the DRC two copies of the Initial Plan, which includes all information required by the Initial Plan Review Checklist.
2. DRC reviews Initial Plan at scheduled meeting and notifies owner in writing of the findings within seven (7) working days.
3. If necessary, the Owner may resubmit an Initial Plan or appeal to the POA within 30 working days.

#### B. Final Plan Review and Approval

The Final Plan Review and Approval addresses the final design details of the project. The review will address planned improvements, building elevations, building sections, roof design, architectural character or expression, exterior materials, site conditions, grading, drainage and erosion control measures. Final Plan Review Checklist and Evaluation Criteria for complete submission requirements.

The Final Plan Review and Approval includes the following steps:

1. Upon approval of the Initial Plan the owner/architect shall prepare and submit two copies of the final plan which shall include all information required by the Final Plan Review Checklist
2. DRC will notify owner in writing of the Final Plan Approval decision within ten (10) ng days.
3. Upon issuance of written approval, owner may apply for a building permit and design approval from the governing authorities.

Chapter XIII of the Design Guidelines document contains the Checklist Forms, listing the required steps and submittals needed for both the Initial Plan Review and the Final Plan Review. To make sure that the Lot Owner, the Owner's Architect, Builder, or their representative files a complete Submittal Package with the DRC at each stage of the review, it is recommended that these forms be used during the compilation of needed materials prior to scheduling a review by the DRC.



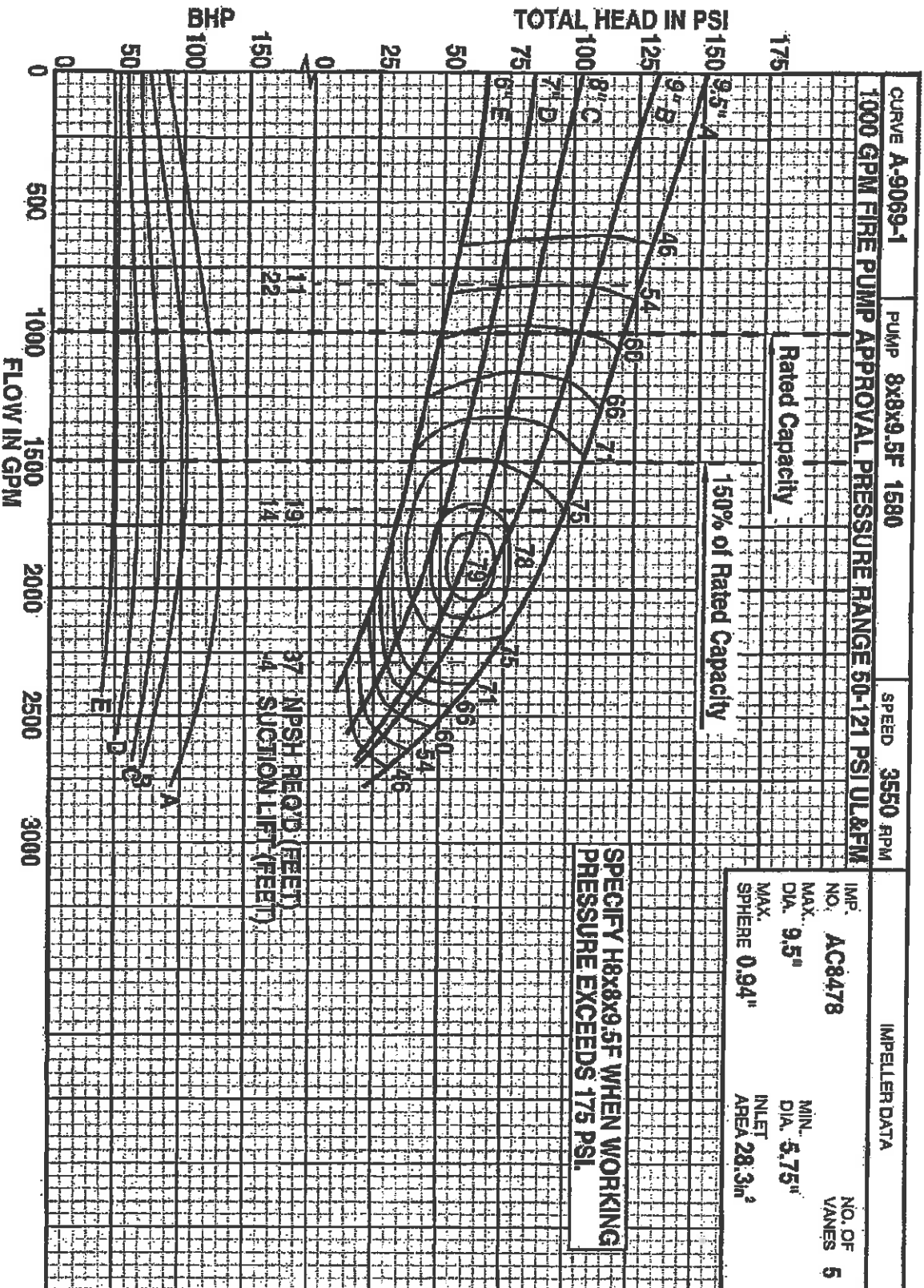
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PERFORMANCE CURVES

FP 2.0

1000 GPM

OCTOBER 2012  
SUPERSEDES ALL PREVIOUS ISSUES



Curves show performance with clear water at 85°F. If specific gravity is other than 1.0, BHP must be corrected.

## Erik Garberg

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**From:** Terry <terrythrelkeld@msn.com>  
**Sent:** Thursday, September 17, 2015 11:19 AM  
**To:** Erik Garberg  
**Subject:** RE: Amsterdam Village

Good stuff Eric – looks like you have done your homework.

I worry about this stuff because I have test flowed hundreds of hydrants on a couple dozen water systems and the six inch or smaller pipe is usually a disaster when we are trying for a 1,000 gpm fire flow. Two of the Water and Sewer Districts that I've worked with a bunch have now gone to a minimum of eight inch diameter for the water mains as a result of extensive flow testing of hydrants with mediocre results.

Your project is the first in Gallatin County with this type of fire suppression system and I think you are on the right path. It will be interesting to see the system in action. Amsterdam fire probably has the pump specs for their truck if you want to look at the specifics but it's pretty clear there is very little suction head needed to perform. You still might ask for that information just to cover your bases .....

Good luck with your project – seems like a good place for a subdivision to me and they probably could use the additional customers to help pay for the new sewer outfall line.

**Terry Threlkeld, PE**  
12140 Gooch Hill Road  
Gallatin Gateway, MT 59730  
406-763-4185 Phone  
406-579-9167 Cell

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**From:** Erik Garberg [mailto:erikgarberg@ctagroup.com]  
**Sent:** Tuesday, September 15, 2015 9:30 AM  
**To:** 'Terry'  
**Cc:** Wayne Freeman  
**Subject:** RE: Amsterdam Village

Terry,

I sincerely appreciate your input and concern for the project. I also understand the demands on your time and am thankful for your detailed response.

I have attached the Districts comment letter for your reverence.

Per the attached letter we acknowledge the project is not in the Wildland Fire interface and have amended our plan to reflect this.

I agree without the specs on the pump I cannot perform the requested draft hydrant flow analysis. A preliminary review indicates that with an 8" pipe at 1000 gpm the parameters would be:

1. 80 feet of suction pipe (approximate) and 24 feet of equivalent pipe for fittings at 1000 gpm would have minor losses of .7 psi

2. Elevation loss of 3.03 psi (7 feet)

Therefore the pump in the pumper truck would need to be able to provide 1000 gpm when pumping against 3.73 psi, assuming we are discharging to a tank at 0 psi. If the truck pump cannot do this CTA would increase the size of the line to 10-inch, however as most of the loss in the system is due to elevation, there is little efficiency gained in going with larger diameter pipe.

For the primary system A preliminary hydraulic calculation provided below uses the following pump requirements:

- |  |             |
|--|-------------|
| 1. 36 feet of minor head loss (From 9/1/15 correspondence) | = 15.59 psi |
| 2. 56 feet of elevation head                               | = 24.25 psi |
| 3. 20 psi for residual pressure                            |             |
| 4. Total PSI   | = 59.84 psi |
| 5. Total flow  | =1000 gpm   |

There are many suppliers of fire protection pump skid systems and a final supplier has not been determined. The attached pump curve does indicated that this flow and pressure requirement can be met with multiple impeller options. Also, this analysis considers the highest hydrant in the system, the other hydrants will have higher flows at higher pressures.

I hope this clarifies our position and provides sufficient information to resolve the Districts concerns. Please understand at this point we are simply looking to resolve the issues to a level sufficient to complete our preliminary plat.

Thanks,

Erik Garberg, PE  
Civil Group Leader  
o 406.922.7121| m 406.551.3130

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**From:** Terry [<mailto:terrythrelkeld@msn.com>]  
**Sent:** Monday, September 14, 2015 11:24 AM  
**To:** Erik Garberg <[erikgarberg@ctagroup.com](mailto:erikgarberg@ctagroup.com)>  
**Subject:** Amsterdam Village

Dear Erik:

I am preparing for a court case so am behind on other stuff and am now playing catch up.

Have you run any headloss calcs on your hydrant flows ? I've worked for RAE, Sourdough, Gateway, Central Valley and Hebgen Basin Fire Districts at one time or another and the flow from rural fill sites is nearly always an issue. The fire district pumper trucks can apply only a very nominal suction head to a draft hydrant so it can be very difficult or even impossible to draft 1,000 gpm out of a hydrant if the pipe feeding the draft hydrant is very long or small diameter. A fill site that was built in Gallatin Gateway a few years ago used six inch pipe to feed the hydrant from a pond and did not work. We blew the pump on the fire truck trying to test pump it (\$18,000 repair) and the fill site does not work adequately to this day – maybe can get 300 – 400 gpm through it. I've seen so many fill site failures that I am suspect of an application that shows many of the same elements as other projects that were not successful – hence the reason for the detailed questions.

It appears to me that the approach to fire protection for your project did not dial down into the fine print – for example , you agreed to comply with the Urban/Wildland Fire Interface requirements without apparently knowing or understanding what those requirements were. The first requirement is that the fire flow



requirement jumps up to 1500 gpm from 1,000 gpm. I don't think this much flow is necessary for your project and the fire department is not looking for these kind of flows – but it shows to me the lack of an in depth understanding or assessment of the fire protection issues for your project, which in turn makes the details of the design somewhat suspect. And – it is nearly impossible to draft 1500 gpm with a fire truck .....

So – be prepared to tell Amsterdam Fire what the headloss will be through the draft hydrant and what flow the Amsterdam equipment can theoretically draft – so you need to get the pump curves and specs for their pumper truck. If you don't have that – there is no way you can make any representation that the draft flows are available. Also please calc the headloss from the pump station to the furthest hydrant and provide a pump curve for the pump you have selected to meet those fire flows so we can feel comfortable with the pressurized system.

It may seem we are being tough on you on the front end, but we want your project to be successful and nobody wins anything when you are trying to get the fire protection water system to flow 1,000 gpm so you can get the Fire District to sign off and can get your final plat approval – and it doesn't flow 1,000 gpm. I tried to warn C&H on the Gateway fill site debacle and they pretty much ignored me and said it would be fine. It wasn't – and they ended up spending boatloads of money out of their own pockets but finally ended up getting one successful pump test using a pump from a contractor – and got their final plat – but now the fire department can't and won't even try to use that fill site because of blowing their truck up when pumping out of it. Nobody came out ahead on that deal .....

I am glad to help you in any way I can – email will likely be the best way to contact me until the trial is over at the end of next week.

**Terry Threlkeld, PE**  
12140 Gooch Hill Road  
Gallatin Gateway, MT 59730  
406-763-4185 Phone  
406-579-9167 Cell

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**From:** Erik Garberg [mailto:[erikgarberg@ctagroup.com](mailto:erikgarberg@ctagroup.com)]  
**Sent:** Monday, September 14, 2015 9:58 AM  
**To:** PE Terry Threlkeld ([terrythrelkeld@msn.com](mailto:terrythrelkeld@msn.com))  
**Cc:** Wayne Freeman; 'Scott, Chris'  
**Subject:** Amsterdam Village

Terry,

I am writing to follow-up on my voicemail from last week. Wayne mentioned you had some concern regarding the draft hydrant and pipe collapse. I have received a comment letter from the Fire District and drafted a response. I am trying to resolve any issues by Wednesday so we can proceed with advertising for our public hearing.

Please let me know if you have any outstanding concerns not raised in the attached letter.

Thanks,

**Erik Garberg, PE**  
Civil Group Leader  
o 406.922.7121| m 406.551.3130



## Gallatin County Superintendent of Schools

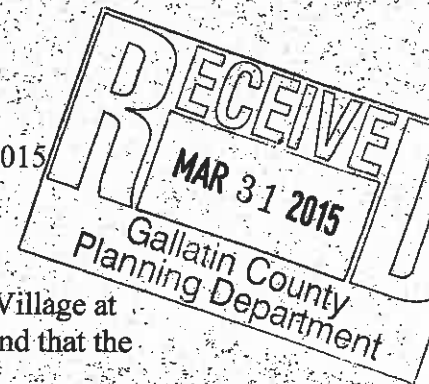


"Promoting a lifetime of learning"

Christopher Scott  
Gallatin County Planner  
311 West Main, Room #108  
Bozeman, Montana 59715

Laura Axtman

March 30, 2015



Christopher:

Concerning the request regarding the potential impact of the proposed "Village at Amsterdam" subdivision will have on Amsterdam School District; we find that the information provided is currently not sufficient for review.

We are requesting more information to be provided that is in alignment with our current and accurate data. In addition, we request that the developers consider the listed concerns below that Amsterdam School District views as projected impacts due to the new subdivision.

1. After re-evaluation, we estimate a current and more accurate estimation of student impact on the K-6 school to be .45 students per household, which would directly impact the elementary school with a total estimated increase of 26 students.
2. Clarification that the recently passed bond of \$1.9 million dollars only meets the current projected growth trend without the impact of The Village at Amsterdam subdivision.
3. Consideration for the need of an in-house superintendent and the costs which would incur due to the hiring for such a position.
4. Identification of safe routes to school. If walking paths between the subdivision and the school are not available, consideration on the impact for an increase in contracted busing services.
5. Provided impact on Manhattan School District, including tuition impact on Amsterdam School for students in grades 7 and 8 who attend school in Manhattan.

Forecasted development in the Amsterdam area of any size project will greatly impact the Amsterdam district. We hope to begin a working relationship with CTA Land & Development LLP to identify and address concerns the projected subdivision will have on both the school and the tax payers of Churchill and Amsterdam. Through the growth of the surrounding community it is our top priority to continue educational excellence as it has been provided for the last ninety years.

Sincerely,

Laura Axtman

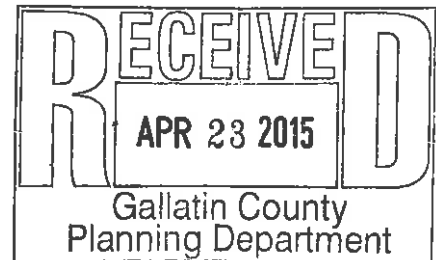


April 17<sup>th</sup>, 2015

Christopher Scott  
311 West Main, Room 108  
Bozeman, MT 59715

RE: Amsterdam Village Subdivision – Sufficiency Response  
County File #S2015-052

Chris,



We have reviewed your correspondence and offer the following responses to County Superintendent of School's request for more information:

1. The Subdivider acknowledges the revised student estimate and will update the relevant portions of the Environmental Assessment to reflect the new number of projected K-6 students.
2. The Subdivider acknowledges the bond that recently passed simply meets the current needs of the district. We also understand that additional phases are planned for future improvements. The new households will increase the bonding capacity of the district and the property taxes paid will provided additional funds to help implement these plans.
3. The Subdivider understands the difficulty and cost of increasing staff; however, this is a state regulation and applies regardless of subdivision approval. Any growth in the district, including the infill of existing lots, will contribute to the trigger for additional staffing.
4. The Subdivider is providing walking paths within the subdivision to improve pedestrian circulation and improved access to the surrounding transportation system. Additionally, the project is less than  $\frac{3}{4}$  of a mile from the school. Montana State statute (MCA 20-10-101) does not define an eligible "transportee" pupil unless they reside at least 3 miles from the nearest elementary school. Any distance less than this does not require bus transportation unless elected by the district.
5. The Subdivider understands the district currently pays a fee to the Manhattan School District for its 7th & 8th graders. Given the complexity of school funding it is unclear if this is an actual payment or simply a diversion of funds from the Amsterdam School District to the Manhattan School District. It would seem logical that with the addition of more 7th and 8th graders and the subsequent reimbursement, the school could begin to educate all students within the district and forgo this cost.

The original subdivision application in 2007 proposed to offer the District an "average of \$1,000 per lot" in Ecton Ranch. The current application does not offer this for the following reasons:

1. The original application proposed was a development of 348 acres and close to 400 residential units of various types. This application only proposes the development of 77.4 acres, 24.9 acres created with sanitary restrictions (no homes), and 60 residential units.
2. The original application proposed 98 students, which at the time, would have doubled the schools attendance. District calculations indicate this project will only generate 26 students, the current student population is 167 students. Proportionally a much smaller impact.
3. The project is proposed to be phased and will therefore slow the impact to the District.
4. A bond was recently passed which will, at minimum, mitigate the impacts present at the time of the original 2007 application.

Provided these facts the Subdivider does not believe the impacts created by the 2007 application exist and therefore the mitigative measures originally proposed are not required. Additionally, Montana State statute MCA 76-3-608 indicates:

*"A governing body may not deny approval of a proposed subdivision based solely on the subdivision's impacts on educational services....."*

Lastly, page 12 of the Environmental Assessment has been corrected to reference the accurate number of lots. We hope this additional information allows you to conclude your sufficiency review and move our application to the next step in the process. Let me know if you have questions or comments.

Sincerely,

CTA ARCHITECTS ENGINEERS



Erik Garberg, PE  
Civil Group Leader

cc: CTA File -



**MANHATTAN  
PUBLIC SCHOOLS**

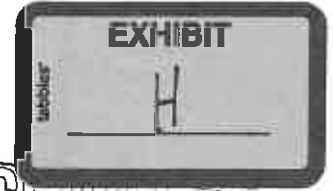
SCOTT M. CHAUVET, *Superintendent*

NEIL J. HARVEY, *High School Principal*

ANN M. HEISLER, *District Clerk*

SCOTT R. SCHUMACHER, *Elementary Principal*

*Enter Here to Learn. Go Forth to Serve.*



August 13, 2015

To: Gallatin County Planning Board

From: Manhattan School Superintendent Scott Chauvet

RE: Amsterdam 58 Lot Subdivision

Dear Planning Board,

I realize I am new to the Gallatin Valley and that most of my experiences are based on declining population rather than an area of growth such as this. However, I would like to strongly encourage that the Gallatin County Planning Board please keep overcrowding of area schools in mind as you make your subdivision approval or denial. It appears to me as I familiarize myself with the area, that schools are one of several entities that can't properly handle the fast expansion.

I don't envy your position of trying to control and properly accommodate the growth. In the Belgrade/Manhattan area where I live, it doesn't take long to see that the infrastructure of many of our outlying communities can't keep up with the sprawl either. Watching the 5:00 p.m. traffic back up off the interstate in Belgrade has been quite interesting for this Central Montana country boy!

Like everywhere, our schools in Manhattan are full especially in the elementary. We finished the year in grades K-8 with 394 students. According to McKibben Demographic Research, by 2024 we are projected to increase by 25.9%. Needless to say I expect it to be quite a challenge to have facility enough to handle those numbers. New subdivisions only add to the complexity of the problem.

Again, I realize you have a difficult task ahead of you. I just ask that thoroughly look at the challenges this presents to the school districts. I appreciate your time and consideration.

Sincerely,

Scott Chauvet

Manhattan Schools Superintendent