

ORDINANCE NO. 1-2001

AN ORDINANCE PROVIDING FOR INSTALLATION OF LIVESTOCK GUARDS ACROSS COUNTY ROADS, SPECIFICATIONS THEREFORE, A LIVESTOCK GUARD LICENSE AGREEMENT AND PENALTIES FOR VIOLATIONS AND REPEALING ALL PREVIOUS SIMILAR ORDINANCES.

WHEREAS Madison County has had a livestock guard policy since approximately 1947 which has allowed property owners a license to install livestock guards under certain conditions, and

WHEREAS that policy is still applicable and specifications for livestock guards and general conditions need amendment with the passage of time,

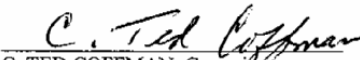

NOW, THEREFORE, BE IT ORDAINED by Madison County through its Board of County Commissioners as follows:

1. That no livestock guard shall be installed on COUNTY property or rights of way without the permission of Board of County Commissioners.
2. That such permission shall be effective until termination.
3. That permission shall be granted conditionally in the form of a license agreement in substantially the same form as attached to this Ordinance as Exhibit "A" as it may be amended from time to time and adopted as a portion hereof, including the provisions for construction specifications.
4. That any violation of this Ordinance shall be a criminal offense which shall be punishable by a fine up to the maximum amount of \$500, and/or a jail term of not greater than six months.
5. That Ordinance No. 2-88 is hereby repealed.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS and signed after the first reading this

4th day of September, 2001.


FRANK G. NELSON, Chairman


C. TED COFFMAN, Commissioner

DAVID SCHULZ, Commissioner

PASSED BY THE BOARD OF COUNTY COMMISSIONERS and signed after the second reading this

5th day of October, 2001.


FRANK G. NELSON, Chairman

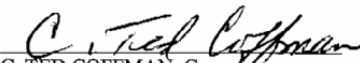
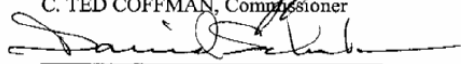

C. TED COFFMAN, Commissioner

DAVID SCHULZ, Commissioner

Exhibit "A"

LIVESTOCK GUARD LICENSE AGREEMENT

This agreement is made and entered into by and between _____ (Property Owner) of _____ (Address) and Madison County (County).

Livestock guard will be installed across public road commonly known as (the) _____ located in the _____ quarter of the _____ quarter Section _____ Township _____ Range _____.

Property Owner shall construct, install and maintain at its sole expense the excavation, livestock guard, foundation for the guard, gates, fences, and all other improvements in accord with the following specifications:

- 1. Livestock guard shall be constructed of steel and have at least a 20 ton capacity by manufacturer's specifications.
2. Livestock guard shall be at least equal to the width of the traveled surface of the road with a driving surface at least 6'.
3. Livestock guard shall be placed upon at least 8" by 8" treated timbers or upon a concrete foundation at least 12" thick.
4. An excavation 18" deep shall be maintained under the livestock guard.
5. Livestock guard shall be installed at 4" above the surrounding grade with at least an 8"x8" wooden or concrete border on both approaches and provide smooth and gradual approaches to the guard on gravel roads and 1" above the surrounding grade on paved roads.
6. A 16' gate at least shall be constructed 16' at one end of the livestock guard.

Property Owner shall keep the livestock guard in good repair at all times and upon notice from County shall immediately repair or replace the livestock guard as required by the above conditions.

Failure of Property Owner to abide by the terms of this agreement shall be cause for immediate termination of this license agreement by County. Property Owner will then remove the livestock guard, timbers, abutments, etc. and shall fill in the excavation with a smooth surface. Upon failure of Property Owner to remove the livestock guard the County will remove the livestock guard. In such event, Property Owner shall pay all expenses incurred by County.

Property Owner shall be and shall remain responsible and liable for damages to persons or property for failure to maintain the livestock guard in accord with specifications contained in this agreement. Property Owner shall indemnify, defend and hold harmless County from and against any and all claims, demands, or actions resulting from the installation or maintenance of the livestock guard.

This agreement is binding upon the parties, their successors, grantees, personal representatives, heirs, and assigns. This agreement shall run and pass with the lands herein described, and shall bind all owners thereof.

This agreement shall continue from the date of this agreement until County provides notice of termination upon a 30 day written notice from County.

Property Owner Signature

Subscribed and sworn to on this _____ day of _____, _____ before me personally appeared _____

(Notary Seal)

Residing at: _____ My Commission Expires: _____

County hereby grants to Property Owner a license to construct and maintain a livestock guard across the above-described public road in accord with conditions herein above. This permit is granted subject to Madison County Ordinance 1-01 and all the terms and conditions thereof.

Madison County Commissioner

Subscribed and sworn to on this _____ day of _____, _____ before me personally appeared _____

(Notary Seal)

Residing at: _____ My Commission Expires: _____

STATE OF MONTANA MADISON COUNTY
RECORDED: 10/03/2001 3:50 MA-FILED
Peggy Kaatz CLERK AND RECORDER BY:
FILE 101-C 3 PGS,

Peggy Kaatz

DOC #: 83227
FEE: \$0.00

J.R.
L.R.

FILE 101-C
ORDINANCE 1-2001
LIVESTOCK GUARDS