

**BILLINGS COUNTY**

**APPLICATION FOR A CONDITIONAL USE PERMIT  
MINING: SCORIA, GRAVEL, SAND, ROCK, STONE, CLAY**

TAX EQUALIZATION & ZONING OFFICE  
PHONE: (701) 623.4810 • FAX: (701) 623.4761  
495 4<sup>TH</sup> STREET • PO BOX 247 - MEDORA, ND 58645-0247  
[www.billingscountynd.gov/BillingsCountyZoning.htm](http://www.billingscountynd.gov/BillingsCountyZoning.htm)  
[stswanson@nd.gov](mailto:stswanson@nd.gov) [jpemberton@nd.gov](mailto:jpemberton@nd.gov)

APPLICATION: \_\_\_\_\_

DATE ISSUED: \_\_\_\_\_ EXPIRES: \_\_\_\_\_

REVISED: 3/2015

**INSTRUCTIONS:**

1. Include all necessary drawings or maps of the property to application
2. Return completed application and fees to the Tax Equalization & Zoning Office before proposed upcoming zoning meeting which is posted online

**CERTIFICATE FEES, CHECK ALL THAT APPLY:**

- \$ 200.00..... Conditional Use Permit
- \$ 100.00 ..... ARW Construction Permit
- \$ \_\_\_\_\_..... Total

Make Check Payable to: Billings County

**TO THE BILLINGS COUNTY PLANNING & ZONING COMMISSION:**

The undersigned owner or representative of the property herein described Requests a Conditional Use Permit to construct, operate, or maintain the following: (attach additional sheets if necessary)

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

Acreage to be Mined: \_\_\_\_\_ Estimated Cubic Yards of Aggregate: \_\_\_\_\_

**LEGAL DESCRIPTION OF SITE:**

Qtr/Qtr: \_\_\_\_\_ Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_

**PARCEL NUMBER:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**CURRENT ZONING:**  Agricultural  Hillside & Ridgeline Overlay District\*  \_\_\_\_\_

**APPLICANT INFORMATION:** Name: \_\_\_\_\_  
 Company or Corporation: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City, State Zip: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Cell: \_\_\_\_\_

I the undersigned applicant for a permit do hereby attest that the information contained in this application is truthful and correct to the best of my ability. I certify that the owner of the property (if different from the applicant) has been notified of this request and is in agreement. I further agree to comply with all codes and standards as regulated by the State of North Dakota, and the requirements and conditions of this permit, and the Zoning Ordinance of Billings County. I understand that any inappropriate use of this permit may cause me to be required to pay a penalty.

I certify that I am the  Property Owner  Mine Operator

Signature of Applicant

Date

**5.1.2(k) Excavation and Mining of Sand, Gravel, Rock, Stone, Scoria, and Clay**

All mining and excavation sites shall be located so as to protect and preserve agricultural land and to minimize the traffic, noise, dust, fumes, vibration impact on adjoining uses, and disruption of known water sources. The provisions of this section shall not apply to any excavations for agricultural purposes or for uses requiring less than 5,000 cubic yards of aggregate.

An applicant for a conditional use permit to excavate or mine sand, gravel, rock, stone, scoria, or clay shall meet the following requirements:

- 1) Provide the County Zoning Administrator with a site plan for operation and reclamation of the mined land, including maps showing the location of the land to be mined; the location of roads and points of access to the site; maps showing the existing and proposed contours after the land is mined; and a timetable for operation of the site.
- 2) Provide the County Zoning Administrator with evidence of written agreement between the applicant and property owner that excavation or processing shall not take place within three hundred (300) feet of an adjacent property line or within five hundred (500) feet of an existing residence.
- 3) Conform to all requirements regarding preservation, removal or relocation of historical or archaeological artifacts.
- 4) Demonstrate compatibility with the existing landform including the vegetation, surface, and ground water resources.
- 5) All mining and excavation sites must have at least a 1-to-3 slope.
- 6) Provide the County Zoning Administrator with written evidence of a reclamation agreement between the applicant and the surface owner.
- 7) Reclamation of the site shall be completed within one year of the resource being exhausted, abandoned, or closure of the operation of the site. All top soil shall be replaced and planted to natural protected vegetation.
- 8) Post bond as follows:
  - 0 - 19 acres no bond
  - 20 - 39 acres \$ 50,000
  - 40 + acres \$100,000

**3.8 HIGHWAY & LOT LINE SETBACK REQUIREMENTS:**

All buildings or structures shall adhere to the following public road or highway setback requirements:

- 1) The minimum setback for buildings from the centerline of all section lines and the center line of county roads shall be one hundred three (103) feet.
- 2) The minimum setback for buildings from the centerline of all state highways shall be two hundred fifty (250) feet.

**\*5.6.1 APPLICABILITY OF HILLSIDE AND RIDGELINE GUIDELINES**

The provisions of this section shall apply to any application for a land use permit or subdivision on land that meets either of the following two conditions:

- 1) Any portion of the building envelope that includes slopes in excess of fifteen (15) percent;
- 2) Land that is located on or within fifty (50) vertical feet of the elevation of any prominent ridgeline. Lands that meet either of these two provisions are herein referred to as hillside land or ridgeline land, respectively.

**5.6.2 Prominent Ridgeline Defined**

A prominent ridgeline shall be defined as any ridgeline, as viewed from any point along a designated major roadway corridor which create a silhouette with the sky. The currently designated roadway corridors are Interstate 94, including all business loops and US Highway 85, and all county roadways. Other potential major roadway corridors from which to identify prominent ridgelines, whether existing or proposed at the time a subdivision or land use permit application is submitted, may be designated by the Planning and Zoning Board during the development review process. These new major roadway corridors shall then establish view points from which to identify prominent ridgelines.

**TO BE COMPLETED BY THE ZONING DIRECTOR**

Is the proposed use openly permitted in the Zoning District in which it is proposed?  Yes  No

If not, mark appropriate box(es):  Conditional Use  Variance  Rezoning

Recommendation by District Road Foreman:  Approved  Denied  With Conditions, see attached

Recommendation by County Weed Board:  Approved  Denied  With Conditions, see attached

\_\_\_\_\_  
Zoning Administrator Signature

\_\_\_\_\_  
Date

**ACTION BY THE COUNTY PLANNING & ZONING BOARD & BOARD OF COUNTY COMMISSIONERS**

Approved  Denied by Zoning \_\_\_\_\_  Approved  Denied by County Commission \_\_\_\_\_

Conditions Attached to this Permit: \_\_\_\_\_

# WEED CONTROL PLAN

BILLINGS COUNTY WEED CONTROL BOARD  
 PO BOX 168 - MEDORA, ND 58645-0168  
 PHONE: (701) 575.2215  
 Website: [www.bcwcb.com](http://www.bcwcb.com) Email: [bcweed09@live.com](mailto:bcweed09@live.com)

TO BE SUBMITTED WITH ZONING APPLICATION: \_\_\_\_\_

**INSTRUCTIONS:**

Include photos or a map of the property  
 Contact the BCWCB for approval of plan

**APPLICANT:** Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

**OWNER:**  Same as above Name: \_\_\_\_\_

**LEGAL DESCRIPTION OF PROPERTY:** Parcel Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_ Acreage: \_\_\_\_\_

Qtr/Qtr: \_\_\_\_\_ Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_

Existing Land Use: \_\_\_\_\_ Proposed Land Use: \_\_\_\_\_

**The applicant and all interested parties will cooperate to monitor and control the following invasive and noxious weeds as prescribed by the ND Century Code and Billings County:**

- Canada Thistle
- Diffuse Knapweed
- Leafy Spurge
- Musk Thistle
- Purple Loosestrife (Lythrum)
- Russian Knapweed
- Spotted Knapweed
- Yellow Toadflax
- Absinth Wormwood (American or common wormwood, mugwort, madderwort, or wormwood sage)
- Dalmatian Toadflax
- Salt Cedar
- Hoary Cress (white top)
- Field Bindweed (creeping jenny)
- Houndstongue
- Black Henbane
- Common Burdock (wild rhubarb)

**Method of Control:**  Mechanical  Chemical \_\_\_\_\_  Biological  Other \_\_\_\_\_  
 (Check all that apply) (Herbicide)

Area(s) of Concern & Type of Weeds:	Acreage	Method of Control	Date Treated

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

\_\_\_\_\_  
 Signature of BCWCB Officer Date

# BILLINGS COUNTY HAUL ROAD AGREEMENT

THIS HAUL ROAD AGREEMENT is entered into by and between Billings County, North Dakota, and \_\_\_\_\_ of \_\_\_\_\_ in consideration of mutual covenants contained herein.

It is agreed to by and between the parties that the Contractor can use, as and for a road to haul materials to and from the areas referenced below, the following road/roads as a Haul Road; this/these road/roads being \_\_\_\_\_

Restrictions on the use of this/these road/roads are as follows: The road must be restored to the original condition or better than was recorded during the pre-haul road inspection conducted on \_\_\_\_\_. Contractor must also provide a \_\_\_\_\_ performance bond to cover any damages that may occur to the road/roads or bridge/bridges. **(List any additional items to be included below)**

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

It is agreed that the maintenance and restoration of this/these haul road/roads shall conform with the specifications as set forth in the most current Standard Specifications for Road and Bridge Construction as adopted by the North Dakota Department of Transportation, Bismarck, North Dakota, and all amendments thereto as well as meet other requirements set forth in this agreement.

It is agreed that while using this/these haul road/roads, the speed limit for trucks will be \_\_\_\_\_ with an \_\_\_\_\_ pound limit on this/these road/roads. It is the responsibility of the Contractor to adhere to all legal load limit requirements per their particular truck configurations and capacities. During annual road restrictions this agreement is null and void, unless otherwise stated above under special restrictions.

It is agreed that the above referenced segment/segments of road shall be subject to a pre-haul inspection by the Billings County Highway Superintendent and its engineers. There will also be a post-haul inspection. The contractor shall pay 50% of all costs for completing the pre-haul and post-haul inspections.

That \_\_\_\_\_ and its subcontractors shall be financially responsible to Billings County for the maintenance and restoration of the haul road/roads for damage attributable to hauling of materials, transporting and traversing of equipment in accordance with the above referenced specifications.

The North Dakota Department of Transportation agreed it shall not sign off on a haul road release until Billings County is satisfied that the road has been restored or maintained in accordance with Billings County's recommendations, if the project involves the North Dakota Department of Transportation.

It is further agreed, that any improvements to or widening of the road necessitated by the Contractor's operations, including but not limited to, modification of roadway approaches to accommodate transport vehicles, shall be considered incidental to the hauling performed and shall be made at the Contractor's sole expense unless otherwise authorized in addendum to this agreement. Any such improvement shall be requested and authorized by Billings County as a separate request from the Contractor and said improvements are not authorized by this agreement.

It is further agreed, that any snow removal completed by \_\_\_\_\_, on the above described road/roads shall meet the reasonable and acceptable standards as prescribed by Billings County.

It is further agreed, that while hauling is in progress, if an Engineer for Billings County or the Highway Superintendent for Billings County believes that there is substantial evidence of present damage to the road occurring, that the hauling shall immediately cease upon the order of the Billings County Highway Superintendent in order for the contractor to provide appropriate repairs to the road/roads and/or bridge/bridges. In the event a hazardous road condition is identified by Billings County, the contractor will have 24 hours after notification by Billings County to complete the repair of the hazardous condition or properly sign the area according to the Manual on Uniform Traffic Control Devices currently adopted by the North Dakota Department of Transportation. Failure to complete the repair will allow Billings County employees or a qualified contractor, as determined by Billings County to complete the repair and forward the invoice to \_\_\_\_\_ for payment and/or reimbursement.

\_\_\_\_\_ agrees to defend, indemnify and hold harmless Billings County and its commissioners, trustees, administrators, employees, engineers and representatives (collectively the "Indemnified Party") against any and all losses, claims, damages, expenses and liabilities (including reasonable attorneys' fees) for physical damage to the road/roads and bridge/bridges arising out of the obligations identified in this agreement and for physical injury to any person to the extent resulting from or arising out of:

1. Any operations or activities of \_\_\_\_\_ on the road/roads and bridge/bridges of the Billings County that give rise to the obligations identified in this agreement;
2. Any negligent or willful misconduct on the part of \_\_\_\_\_ in connection with any operations or activities of \_\_\_\_\_ on the road/roads and bridge/bridges of Billings County that give rise to the obligations identified in this agreement; or
3. Any breach of this Agreement by \_\_\_\_\_. Furthermore, \_\_\_\_\_ agrees to defend, indemnify and hold harmless the Indemnified Party from any third party claims arising out of the terms and conditions of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

\_\_\_\_\_ shall procure and endeavor to maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. Certificates of Insurance shall be provided to Billings County and shall list the Billings County as an additional insured.

General Liability – not less than \$1,000,000  
Automobile Liability not less than \$1,000,000  
Worker’s Comp – Statutory

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\_\_\_\_\_ must maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any liability or contractual obligation or responsibility. In the event of \_\_\_\_\_ failure to maintain the required insurance, Billings County may order \_\_\_\_\_ to immediately stop work and upon seven (7) day’s notice and an opportunity to cure, may pursue its remedy for breach of this Agreement as provided herein and by law.

The laws of Billings County, North Dakota shall govern this agreement, and any legal proceeding regarding this agreement shall be brought in the District Court of Billings County, North Dakota. Further, by performing these services in Billings County, North Dakota, \_\_\_\_\_ hereby submits to the jurisdiction of the District Court of Billings County, North Dakota.

The hauling of materials on \_\_\_\_\_ shall cease as soon as materials to be hauled to the \_\_\_\_\_ have been delivered. The hauling shall commence on or after \_\_\_\_\_; and that this agreement shall be in effect until a projected date of \_\_\_\_\_, unless sooner revoked by Billings County.

Applicant (Representative, Company) \_\_\_\_\_

Applicant Address (Address, City, State, Zip) \_\_\_\_\_

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Phone Number(s) of Applicant \_\_\_\_\_

Email \_\_\_\_\_

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

By: \_\_\_\_\_

Its: Highway Superintendent, Billings County

Attest: \_\_\_\_\_

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

By: \_\_\_\_\_

(Name of Contractor)

Attest: \_\_\_\_\_