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SENATE BILL NO. 326

INTRODUCED BY M. TAYLOR, COLE, BECK, BERRY, BOOKOUT-REINICKE, BRUEGGEMAN, BUTCHER,
DEVLIN, ESP, R. HOLDEN, KITZENBERG, LAWSON, LEWIS, MAHLUM, MCNUTT, MOOD, OLSON,
ROME, ROUSH, SOMERVILLE, STEINBEISSER, TESTER, B. THOMAS

A BILL FOR AN ACT ENTITLED: "AN ACT GENERALLY REVISING LAWS GOVERNING WEEDS; ~~PROVIDING~~
~~FOR A TAX DEDUCTION FOR THE PURCHASE OF CERTIFIED NOXIOUS WEED SEED FREE FORAGE;~~
REQUIRING A WEED MANAGEMENT DISTRICT TO PROVIDE THE DEPARTMENT OF AGRICULTURE WITH
A COMPREHENSIVE WEED MANAGEMENT PLAN BEFORE BECOMING ELIGIBLE TO RECEIVE STATE
FUNDING; ~~REQUIRING THAT THE DEPARTMENT OF AGRICULTURE REPORT TO THE APPROPRIATE~~
~~INTERIM COMMITTEE; PROVIDING A TAX CREDIT FOR THE EXPENSE OF CONTROLLING NOXIOUS~~
~~WEEDS;~~ TRANSFERRING FUNDS ANNUALLY FROM THE HIGHWAY NONRESTRICTED ACCOUNT AND
ONE TIME FROM THE RESOURCE INDEMNITY TRUST FUND INTO THE NOXIOUS WEED STATE SPECIAL
REVENUE ACCOUNT; PROVIDING DIRECTION TO THE DEPARTMENT OF AGRICULTURE FOR THE
DISBURSEMENT OF FUNDS TO WEED MANAGEMENT DISTRICTS; ALLOWING A DISTRICT WEED BOARD
TO ENTER INTO COST-SHARE AGREEMENTS FOR NOXIOUS WEED MANAGEMENT; REVISING THE
APPEAL PROCEDURE FOR A PERSON ADVERSELY AFFECTED BY ANY NOTICE, ACTION, OR ORDER OF
THE DISTRICT WEED BOARD; CHANGING THE VIOLATION PENALTY FROM A MISDEMEANOR TO A
CIVIL PENALTY; ALLOWING A DISTRICT WEED BOARD TO ENTER INTO AGREEMENTS WITH
COMMERCIAL APPLICATORS FOR THE CONTROL AND DESTRUCTION OF WEEDS; ESTABLISHING
STATUTORY AUTHORITY FOR COUNTY COMMISSIONERS TO IMPOSE A TAX FOR WEED CONTROL
WITHIN A SPECIAL MANAGEMENT ZONE IF THE TAX IS APPROVED BY THE CITIZENS OF THE
MANAGEMENT ZONE; REQUIRING THAT MUNICIPALITIES COMPLETE THEIR COOPERATIVE
AGREEMENTS WITH THEIR RESPECTIVE DISTRICT WEED BOARDS BY JANUARY 1, 2002; REQUIRING
PRIOR NOTIFICATION TO THE DISTRICT WEED BOARD OF AN ACTIVITY THAT MAY REQUIRE
REVEGETATION OF RIGHTS-OF-WAY AND AREAS THAT HAVE THE POTENTIAL FOR NOXIOUS WEED
INFESTATION; ~~DECREASING THE AMOUNT OF RESOURCE INDEMNITY TRUST FUND INTEREST THAT~~
~~IS DEPOSITED IN THE RENEWABLE RESOURCE GRANT AND LOAN ACCOUNT AND THE RECLAMATION~~
~~AND DEVELOPMENT GRANTS ACCOUNT; PROVIDING FOR THE DEPOSIT OF \$500,000 OF RESOURCE~~
~~INDEMNITY TRUST FUND INTEREST INCOME INTO THE NOXIOUS WEED STATE SPECIAL REVENUE~~

1 ~~ACCOUNT; REQUIRING THE STATE TREASURER TO TRANSFER \$250,000 FROM THE TREASURE STATE~~
 2 ~~ENDOWMENT FUND INTO THE NOXIOUS WEED STATE SPECIAL REVENUE ACCOUNT; REQUIRING A~~
 3 ~~SELLER AGENT TO DISCLOSE TO THE BUYER OR BUYER AGENT THE PRESENCE OF NOXIOUS WEEDS~~
 4 ~~ON PROPERTY; REQUIRING A SELLER AGENT TO DISCLOSE TO THE BUYER OR BUYER AGENT AND A~~
 5 ~~SELLER TO DISCLOSE TO THE SELLER AGENT THE PRESENCE OF NOXIOUS WEEDS ON PARCELS OF~~
 6 ~~LAND 1 ACRE OR LARGER IN SIZE PERSON OWNING PROPERTY THAT IS OFFERED FOR SALE TO NOTIFY~~
 7 ~~THE OWNER'S AGENT AND THE PURCHASER OF THE EXISTENCE OR POTENTIAL EXISTENCE OF~~
 8 ~~NOXIOUS WEEDS ON THE PROPERTY; EXPANDING THE CONDITIONS THAT CONSTITUTE A NOXIOUS~~
 9 ~~WEED EMERGENCY AND INCREASING THE AMOUNT OF FUNDS THAT CAN BE ALLOCATED TO~~
 10 ~~ADDRESS NOXIOUS WEED EMERGENCIES; DIRECTING THE DEPARTMENT OF FISH, WILDLIFE, AND~~
 11 ~~PARKS TO SPEND A PERCENTAGE OF MONEY IN THE HUNTER MANAGEMENT PROGRAM AND THE~~
 12 ~~HUNTING ACCESS ENHANCEMENT PROGRAM ON DEPARTMENTAL WEED CONTROL PROGRAMS;~~
 13 ~~AMENDING SECTIONS 7-22-2101, 7-22-2109, 7-22-2110, 7-22-2111, 7-22-2116, 7-22-2117,~~
 14 ~~7-22-2123, 7-22-2124, 7-22-2130, 7-22-2142, 7-22-2146, 7-22-2150, 7-22-2151, 7-22-2152,~~
 15 ~~7-22-2153, 45-38-202, 17-5-703, 37-51-313, 37-51-313, 80-5-120, 80-7-105, 80-7-133, 80-7-801,~~
 16 ~~80-7-815, 80-7-816, AND 80-7-903, MCA; AND PROVIDING AN EFFECTIVE DATE AND A TERMINATION~~
 17 ~~DATE."~~

18

19 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

20

21 ~~NEW SECTION. Section 1. Purpose. The purpose of [sections 1 and 2] is to:~~22 ~~(1) promote the production and use of certified noxious weed seed free forage, as provided in Title~~
23 ~~80, chapter 7, part 9;~~24 ~~(2) revitalize Montana's agriculture economy;~~25 ~~(3) reduce the spread of noxious weeds throughout the state; and~~26 ~~(4) assist in making certified noxious weed seed free forage economically competitive with~~
27 ~~noncertified forages.~~

28

29 ~~NEW SECTION. Section 2. Deduction for purchase of certified noxious weed seed free forage.~~30 ~~In addition to all other deductions from adjusted gross individual income allowed in computing taxable~~

1 income under Title 15, chapter 30, or from gross corporate income allowed in computing net income under
 2 Title 15, chapter 31, part 1, a taxpayer may deduct expenditures for certified noxious weed seed free
 3 forage if the expenditures were not otherwise deducted in computing taxable income.

4

5 **NEW SECTION. Section 1. Funding -- reporting requirements -- emergency exemption.** (1) (a)
 6 Before a district is eligible to receive from the state any state funding or federal funding, the district shall
 7 provide the department with a comprehensive weed management plan, AS PROVIDED IN 7-22-2121.

8 (b) Upon receipt of the district's comprehensive weed management plan by the department, the
 9 district may apply for and receive state funding.

10 (c) A district's comprehensive weed management plan must be updated and submitted to the
 11 department every 2 years.

12 (d) The department may adopt rules and procedures necessary to implement this section. The rules
 13 may not impair the ability of the district to meet its responsibilities.

14 (2) The department may exempt a district from the requirements of subsection (1) if a noxious
 15 weed emergency is declared by the governor as provided in 80-7-815.

16

17 ~~NEW SECTION. Section 4. Department -- report to committee.~~ The department shall, on an annual
 18 basis, provide the business and labor interim committee, provided for in 5-5-223, with a report containing
 19 the following information:

20 ~~(1) progress in the development of comprehensive weed management plans by weed management~~
 21 ~~districts;~~

22 ~~(2) the amount of funds expended;~~

23 ~~(3) the number and types of projects funded; and~~

24 ~~(4) the status of weed control in Montana.~~

25

26 ~~NEW SECTION. Section 5. Credit for expense of controlling noxious weeds.~~ (1) Subject to the
 27 conditions of subsections (2) and (3), there is a credit against the tax otherwise due under this chapter
 28 for qualified expenses incurred by the taxpayer for the control of noxious weeds.

29 ~~(2) For the purposes of calculating the credit, qualified noxious weed control expenses include:~~

30 ~~(a) the purchase of pesticides, as defined in 80-8-102, that will be used on noxious weeds on~~

1 property owned or leased by the purchaser; and

2 ~~—— (b) the cost to the landowner of application of the pesticide by a commercial applicator, as defined~~
3 ~~in 80-8-102.~~

4 ~~—— (3) The dollar amount of credit allowable under this section is 30% of the total qualified noxious~~
5 ~~weed control expenses for that year up to \$180.~~

6 ~~—— (4) If the amount of the credit exceeds the taxpayer's liability under this chapter, the amount of~~
7 ~~the excess must be refunded to the taxpayer.~~

8 ~~—— (5) If qualified noxious weed control expenses are claimed as a credit under this section by a small~~
9 ~~business corporation, as defined in 15-31-201, or by a partnership, the credit must be attributed to~~
10 ~~shareholders or partners using the same proportion used to report the corporation's or partnership's income~~
11 ~~or loss for Montana income tax purposes.~~

12

13 ~~—— NEW SECTION. **Section 6. Qualified noxious weed control tax credit.** There is a credit against~~
14 ~~taxes otherwise due under this chapter allowable for qualified noxious weed control expenses. The credit~~
15 ~~must be computed in accordance with [sections 5 and 7].~~

16

17 ~~—— NEW SECTION. **Section 7. Credit for expense of controlling noxious weeds -- special management**~~
18 ~~**zone.** (1) Subject to the conditions of subsections (2) and (3), there is a credit against the tax otherwise~~
19 ~~due under this chapter for qualified expenses incurred by the taxpayer for the control of noxious weeds.~~

20 ~~—— (2) For the purposes of calculating the credit:~~

21 ~~—— (a) qualified noxious weed control expenses include:~~

22 ~~—— (i) the purchase of pesticides, as defined in 80-8-102, that will be used on noxious weeds on~~
23 ~~property owned by the purchaser or leased by the purchaser; and~~

24 ~~—— (ii) the cost to the landowner of application of the pesticide by a commercial applicator, as defined~~
25 ~~in 80-8-102.~~

26 ~~—— (b) the taxpayer must be located within a special management zone as provided in 7-22-2121(4)~~
27 ~~that is:~~

28 ~~—— (i) at least 10,000 acres in size; and~~

29 ~~—— (ii) composed of land owned by at least three different landowners.~~

30 ~~—— (3) The dollar amount of credit allowable under this section is 30% of the total qualified noxious~~

1 ~~weed control expenses for that year up to \$500.~~

2 ~~——— (4) If the amount of the credit exceeds the taxpayer's liability under this chapter, the amount of~~
3 ~~the excess must be refunded to the taxpayer.~~

4 ~~——— (5) If qualified noxious weed control expenses are claimed as a credit under this section by a small~~
5 ~~business corporation, as defined in 15-31-201, or by a partnership, the credit must be attributed to~~
6 ~~shareholders or partners using the same proportion used to report the corporation's or partnership's income~~
7 ~~or loss for Montana income tax purposes.~~

8

9 NEW SECTION. Section 2. Transfer of funds. (1) There is transferred ~~\$400,000~~ \$100,000
10 annually from the highway nonrestricted account, provided for in 15-70-125, to the noxious weed state
11 special revenue account, provided for in 80-7-816, for the purposes provided in [section ~~9~~ 3].

12 (2) THERE IS A ONE-TIME TRANSFER IN FISCAL YEAR 2003 OF UP TO \$500,000 FROM THE RESOURCE INDEMNITY
13 TRUST FUND, AS PROVIDED IN 15-38-202, FROM THE FIRST MONEY PAID INTO THE RESOURCE INDEMNITY TRUST FUND
14 THAT EXCEEDS \$100 MILLION FOR THE PURPOSES PROVIDED IN [SECTION 3].

15

16 NEW SECTION. Section 3. Weed management district program enhancement. (1) On an annual
17 basis, the department shall distribute equally among Montana's ~~56~~ counties THAT HAVE ESTABLISHED A
18 NOXIOUS WEED FUND ~~60%~~ of the funds in the noxious weed state special revenue account, provided for in
19 80-7-816, that were collected pursuant to ~~15-38-202, 17-5-703, and~~ [section ~~8~~ 2] to be deposited in the
20 county noxious weed fund as provided in 7-22-2141. Any unused portion must revert to the department
21 for deposit in the noxious weed management trust fund established in 80-7-811.

22 ~~——— (2) On an annual basis, the department shall deposit 40% of the funds in the noxious weed state~~
23 ~~special revenue account, provided for in 80-7-816, that were collected pursuant to 15-38-202, 17-5-703,~~
24 ~~and [section 8 2] as principal in the noxious weed management trust fund established in 80-7-811.~~

25 ~~(3)~~(2) The weed management districts shall use the funds on a county level to enhance noxious
26 weed management programs.

27

28 **Section 4.** Section 7-22-2101, MCA, is amended to read:

29 **"7-22-2101. Definitions.** As used in this part, unless the context indicates otherwise, the
30 following definitions apply:

- 1 (1) "Board" means a district weed board created under 7-22-2103.
- 2 (2) "Commissioners" means the board of county commissioners.
- 3 (3) "Coordinator" means the person employed by the board to conduct the district noxious weed
 4 management program and supervise other district employees.
- 5 ~~(3)~~(4) "Department" means the department of agriculture provided for in 2-15-3001.
- 6 ~~(4)~~(5) "District" means a weed management district organized under 7-22-2102.
- 7 ~~(5)~~(6) "Native plant" means a plant endemic to the state of Montana.
- 8 ~~(6)~~(7) "Native plant community" means an assemblage of native plants occurring in a natural
 9 habitat.
- 10 ~~(7)~~(8) (a) "Noxious weeds" or "weeds" means any exotic plant species established or that may
 11 be introduced in the state ~~which~~ that may render land unfit for agriculture, forestry, livestock, wildlife, or
 12 other beneficial uses or that may harm native plant communities and that is designated:
- 13 (i) as a statewide noxious weed by rule of the department; or
- 14 (ii) as a district noxious weed by a board, following public notice of intent and a public hearing.
- 15 (b) A weed designated by rule of the department as a statewide noxious weed must be considered
 16 noxious in every district of the state.
- 17 ~~(8)~~(9) "Person" means an individual, partnership, corporation, association, or state or local
 18 government agency or subdivision owning, occupying, or controlling any land, easement, or right-of-way,
 19 including any county, state, or federally owned and controlled highway, drainage or irrigation ditch, spoil
 20 bank, barrow pit, or right-of-way for a canal or lateral.
- 21 ~~(9) "Supervisor" means the person employed by the board to conduct the district noxious weed~~
 22 ~~management program and supervise other district employees.~~
- 23 (10) "Weed management" or "control" means the planning and implementation of a coordinated
 24 program for the containment, suppression, and, where possible, eradication of noxious weeds."
 25

26 **Section 5.** Section 7-22-2109, MCA, is amended to read:

27 **"7-22-2109. Powers and duties of board.** (1) In addition to any powers or duties established in
 28 the resolution creating a district weed board, the board may:

29 (a) employ a ~~supervisor~~ coordinator and other employees as necessary and provide for their
 30 compensation;

1 (b) purchase chemicals, materials, and equipment and pay other operational costs ~~as~~ that it
 2 determines necessary for implementing an effective noxious weed management program. The costs must
 3 be paid from the noxious weed fund.

4 (c) determine what chemicals, materials, or equipment may be made available to persons
 5 controlling weeds on their own land. The cost for the chemicals, materials, or equipment must be paid by
 6 the person and collected as provided in this part.

7 (d) enter into agreements with the department for the control and eradication of any new exotic
 8 plant species not previously established in the state ~~which~~ that may render land unfit for agriculture,
 9 forestry, livestock, wildlife, or other beneficial use if the plant species spreads or threatens to spread into
 10 the state; ~~and~~

11 (e) enter into cost-share agreements for noxious weed management;

12 (f) enter into agreements with commercial applicators, as defined in 80-8-102, for the control of
 13 noxious weeds; and

14 ~~(e)(g)~~ perform other activities relating to weed management.

15 (2) The board shall:

16 (a) administer the district's noxious weed management program;

17 (b) establish management criteria for noxious weeds on all land within the district;

18 (c) make all reasonable efforts to develop and implement a noxious weed management program
 19 covering all land within the district owned or administered by a federal agency."

20

21 **Section 6.** Section 7-22-2110, MCA, is amended to read:

22 **"7-22-2110. Administrative hearing -- appeals.** (1) A person adversely affected by any notice,
 23 action, or order of the board may request an administrative hearing before the ~~board~~ commissioners. The
 24 ~~board~~ commissioners shall hold a hearing within 30 days of the request. Participants may be represented
 25 by legal counsel. The ~~board~~ commissioners shall make a record of the proceeding and enter its order and
 26 findings within 7 days after the hearing.

27 ~~(2) An order of the board may be appealed to the commissioners within 30 days from the time~~
 28 ~~the order is entered. The commissioners shall hear such appeal within 30 days after the notice of appeal~~
 29 ~~and shall render their order and findings within 7 days after such hearing. Participants may be represented~~
 30 ~~by legal counsel.~~

1 ~~(3)~~(2) Within 30 days after the commissioners render their order and findings, the person adversely
 2 affected may file a petition in district court requesting that the order and findings of the commissioners
 3 be set aside or modified. The court may affirm, modify, or set aside the order complained of, in whole or
 4 in part."

5

6 **Section 7.** Section 7-22-2111, MCA, is amended to read:

7 **"7-22-2111. Liability restrictions.** A district, ~~as defined in 7-22-2101,~~ is liable for damages caused
 8 by its use of herbicides only for an act or omission that constitutes gross negligence. The provisions of
 9 2-9-305 apply to board members, ~~supervisors~~ coordinators, and employees of a district."

10

11 **SECTION 8. SECTION 7-22-2116, MCA, IS AMENDED TO READ:**

12 **"7-22-2116. Unlawful to permit noxious weeds to propagate -- notice required in sale.** (1) It is
 13 unlawful for any person to permit any noxious weed to propagate or go to seed on ~~his~~ the person's land,
 14 except that any person who adheres to the noxious weed management program of ~~his~~ the person's weed
 15 management district or who has entered into and is in compliance with a noxious weed management
 16 agreement is considered to be in compliance with this section.

17 (2) When property is offered for sale, the person who owns the property shall notify the owner's
 18 agent and the purchaser of the existence or potential existence of noxious weeds on the property offered
 19 for sale."

20

21 **Section 9.** Section 7-22-2117, MCA, is amended to read:

22 **"7-22-2117. Violations.** (1) Any person who in any manner interferes with the board or its
 23 authorized agent in carrying out the provisions of this part or who refuses to obey an order or notice of
 24 the board is liable for a civil penalty in the amount of the actual cost to the board or the estimated cost
 25 of removing the noxious weeds from the impacted property in addition to any penalty imposed under
 26 7-22-2124 guilty of a misdemeanor, and upon conviction thereof, he shall be fined not to exceed \$100
 27 for the first offense and not less than \$100 or more than \$200 for each subsequent offense.

28 (2) All fines, bonds, and penalties collected under the provisions of this part, ~~except those~~
 29 ~~collected by a justice's court, shall~~ must be paid to the county treasurer of each county and placed by ~~him~~
 30 ~~to the credit of~~ the county treasurer into a fund to be known as the noxious weed fund."

1

2 **Section 10.** Section 7-22-2123, MCA, is amended to read:

3 **"7-22-2123. Procedure in case of noncompliance.** (1) ~~Where~~ When a complaint has been made
4 or the board has reason to believe that noxious weeds described in this part are present upon a person's
5 land within the district in violation of the law, that person must be notified by mail or telephone of the
6 complaint and the board may request inspection of ~~such~~ the land. The board or its authorized agent and
7 the landowner or ~~his~~ the landowner's representative shall inspect the land at an agreeable time, within 10
8 days of notification of the landowner. If after reasonable effort the board is unable to gain cooperation of
9 the person, the board or its authorized agent may enter and inspect the land to determine if the complaint
10 is valid.

11 (2) If noxious weeds are found, the board or ~~supervisor~~ coordinator shall notify the person or ~~his~~
12 the person's representative and seek voluntary compliance with the district noxious weed control
13 management program. If voluntary compliance is not possible, notice of noncompliance must be sent to
14 the person by certified mail.

15 (3) The notice must specify:

16 (a) the basis for the determination of noncompliance;

17 (b) the geographic location of the area of noncompliance, by legal description or other reasonably
18 identifiable description;

19 (c) measures to be undertaken in order to comply with the district's management criteria;

20 (d) a reasonable period of time, not less than 10 days, in which compliance measures must be
21 initiated; and

22 (e) the right of the person to request, within the time specified in subsection (3)(d), an
23 administrative hearing as provided by 7-22-2110.

24 (4) A person is considered in compliance if ~~he~~ the person submits and the board accepts a
25 proposal to undertake specified control measures and is in compliance ~~for so long as~~ long as ~~he~~ the person
26 performs according to the terms of the proposal. If the measures proposed to be taken extend beyond the
27 current growing season, the proposal and acceptance must be in writing.

28 (5) In accepting or rejecting a proposal, the board shall consider the economic impact on the
29 person and ~~his~~ the person's neighbors, practical biological and environmental limitations, and alternative
30 control methods to be used."

1

2 **Section 11.** Section 7-22-2124, MCA, is amended to read:

3 **"7-22-2124. Destruction of weeds by board.** (1) If corrective action is not taken and ~~no a~~ proposal
4 is not made and accepted or ~~no a~~ request for an administrative hearing is not made within the time
5 specified in the notice, the board may ~~forthwith~~ enter upon the person's land and institute appropriate
6 control measures. In ~~such that~~ case, the board shall submit a bill to the person, itemizing ~~man-hours~~ hours
7 of labor, material, and equipment time, together with a penalty not exceeding ~~40%~~ 50% of the total cost
8 incurred. Labor and equipment must be valued at the current rate paid for commercial management
9 operations in the district. The bill must specify and order a payment due date of 30 days from the date
10 the bill is sent. The board may enter into an agreement with a commercial applicator, as defined in
11 80-8-102, to destroy the weeds. The commercial applicator shall agree to carry any insurance required
12 by the board.

13 (2) A copy of the bill must also be submitted by the board to the county clerk and recorder.

14 (3) If a person receiving an order to take corrective action requests an administrative hearing, the
15 board may not institute control measures until the matter is finally resolved, except in case of an
16 emergency. In ~~such a~~ that case, the person is liable for costs as provided in subsection (1) only to the
17 extent determined appropriate by the board, commissioners, or court that finally resolves the matter."
18

18

19 **Section 12.** Section 7-22-2130, MCA, is amended to read:

20 **"7-22-2130. Weed district ~~supervisor~~ coordinator training.** Within the limitations of available
21 funds, the board shall ensure that the weed district ~~supervisor~~ coordinator obtains training to properly
22 implement the noxious weed management program described in 7-22-2121. The department shall specify
23 through rulemaking the level and type of training necessary to fulfill this requirement."
24

24

25 **Section 13.** Section 7-22-2142, MCA, is amended to read:

26 **"7-22-2142. Sources of money for noxious weed fund.** (1) The commissioners ~~may create the~~
27 ~~noxious weed fund and shall~~ MAY create a noxious weed fund to enable the board to fulfill its duties as
28 specified in 7-22-2109.

29 (2) The commissioners may provide sufficient money in the noxious weed fund for the board to
30 fulfill its duties, as specified in 7-22-2109, by:

1 (a) appropriating money from the general fund of the county; and
 2 (b) subject to 15-10-420 and at any time fixed by law for levy and assessment of taxes, levying
 3 a tax of not less than 1.6 mills not exceeding 2 mills on the dollar of total taxable valuation in the county
 4 or by contributing an equivalent amount from another source of not less than THE AMOUNT RECEIVED FROM
 5 ALL COUNTY SOURCES IN FISCAL YEAR 2000 OR, FOR FIRST-CLASS COUNTIES, AS DEFINED IN 7-1-2111, THE GREATER
 6 OF THE AMOUNT RECEIVED FROM ALL COUNTY SOURCES IN FISCAL YEAR 2000 OR \$100,000 for first-class counties,
 7 as defined in 7-1-2111. The tax levied under this subsection must be identified on the assessment as the
 8 tax that will be used for noxious weed control.

9 ~~(c) levying a tax in excess of 2 mills if authorized by a majority of the qualified electors voting in~~
 10 ~~an election held for this purpose pursuant to 7-6-2531 through 7-6-2536.~~

11 ~~(2)(3)~~ (3) The proceeds of the noxious weed control tax or other contribution must be used solely for
 12 the purpose of managing noxious weeds in the county and must be ~~designated to~~ deposited in the noxious
 13 weed fund.

14 ~~(3)(4)~~ (4) Any proceeds from work or chemical sales must revert to the noxious weed fund and must
 15 be available for reuse within that fiscal year or any subsequent year.

16 ~~(4)(5)~~ (5) The commissioners may accept any private, state, or federal gifts, grants, contracts, or
 17 other funds to aid in the management of noxious weeds within the district. These funds must be placed
 18 in the noxious weed fund.

19 (6) The commissioners may impose a tax for weed control within a special management zone as
 20 provided in 7-22-2121(4). The FOR THE PURPOSES OF IMPOSING THE TAX, THE special management zone
 21 boundaries must be established by the board and approved by a majority of the voters within the special
 22 management zone. The amount of the tax must be approved by a majority of the voters within the special
 23 management zone, and approval of the zone and the tax may occur simultaneously. Revenue received from
 24 a special management zone tax must be spent on weed management projects within the boundaries of the
 25 special management zone."

26

27 **Section 14.** Section 7-22-2146, MCA, is amended to read:

28 **"7-22-2146. Financial assistance to persons responsible for weed control.** (1) The commissioners,
 29 upon recommendation of the board, may establish a cost-share programs with any person, specifying costs
 30 that may be paid from the noxious weed fund and costs that must be paid by the person. Cost-share

1 ~~programs may be established for special projects and for established management zones~~ program for the
 2 control of noxious weeds. The board shall develop rules and procedures for the administration of the
 3 cost-share program. These procedures may include the cost-share rate or amount and for what purposes
 4 cost-share funds may be used.

5 (2) (a) Any person may voluntarily enter into a cost-share agreement for the management of
 6 noxious weeds on the person's property. The coordinator shall draft a cost-share agreement in cooperation
 7 with the person. The agreement must, in the board's judgment, provide for effective weed management.

8 (b) The agreement must specify:

9 (i) costs that must be paid from the noxious weed fund;

10 (ii) costs that must be paid by the person;

11 (iii) a location-specific weed management plan that must be followed by the person; and

12 (iv) reporting requirements of the person to the board.

13 (c) The cost-share agreement must be signed by the person and, upon approval of the board, by
 14 the presiding officer.

15 (3) The agreement must contain a statement disclaiming any liability of the board for any injuries
 16 or losses suffered by the person in managing noxious weeds under a cost-share agreement. If the board
 17 later finds that the person has failed to abide by the terms of the agreement, all cost-share payments and
 18 agreements must be canceled and the provisions of 7-22-2124 apply to that person.

19 ~~(2)~~(4) (a) When under the terms of any voluntary agreement, whether entered into pursuant to
 20 7-22-2123 or otherwise, or under any cost-share ~~program~~ agreement entered pursuant to this section a
 21 person incurs any obligation for materials or services provided by the board, the board shall submit a bill
 22 to the person, itemizing ~~man-hours~~ hours of labor, material, and equipment time. The bill must specify and
 23 order a payment due date not less than 30 days from the date the bill is sent.

24 (b) A copy of the bill must be submitted by the board to the county clerk and recorder. If the sum
 25 to be repaid by the person billed is not repaid on or before the date due, the county clerk and recorder shall
 26 certify the amount ~~thereof~~ not repaid, with the description of the land to be charged, and shall enter the
 27 sum on the assessment list as a special tax on the land, to be collected in the manner provided in
 28 7-22-2148.

29 ~~(5) Any person who applies for but does not receive a cost-share agreement, for reasons other~~
 30 ~~than inability or unwillingness to comply with the board's cost-share procedures, is required to pay any~~

1 ~~bill sent to the person pursuant to 7-22-2124, minus the cost-share amount that the person would have~~
 2 ~~received had the person received cost-share assistance. The person is not required to pay any penalty~~
 3 ~~under 7-22-2124."~~

4

5 **Section 15.** Section 7-22-2150, MCA, is amended to read:

6 **"7-22-2150. Cooperation with state and federal-aid programs.** The board ~~is empowered to~~ may
 7 cooperate with any state or federal-aid program that becomes available: if the district complies with
 8 [section 3-1]. Under ~~such~~ a plan of cooperation, the direction of the program ~~shall~~ must be under the direct
 9 supervision of the board of the district in which the program operates."

10

11 **Section 16.** Section 7-22-2151, MCA, is amended to read:

12 **"7-22-2151. Cooperative agreements.** (1) A state agency that controls land within a district,
 13 including the department of transportation; the department of fish, wildlife, and parks; the department of
 14 corrections; the department of natural resources and conservation; and the university system, shall enter
 15 into a written agreement with the board. The agreement must specify mutual responsibilities for integrated
 16 noxious weed management on state-owned or state-controlled land within the district. The agreement
 17 must include the following:

18 (a) a 6-year integrated noxious weed management plan, which must be updated biennially;

19 (b) a noxious weed management goals statement;

20 (c) a specific plan of operations for the biennium, including a budget to implement the plan; and

21 (d) a provision requiring a biennial performance report by the board to the state weed coordinator
 22 in the department of agriculture, on a form to be provided by the state weed coordinator, regarding the
 23 success of the plan.

24 (2) The board and the governing body of each incorporated municipality within the district shall
 25 enter into a written agreement and shall cooperatively plan for the management of noxious weeds within
 26 the boundaries of the municipality by January 1, 2002. The board may implement management procedures
 27 described in the plan within the boundaries of the municipality for noxious weeds only. Control of nuisance
 28 weeds within the municipality remains the responsibility of the governing body of the municipality, as
 29 specified in 7-22-4101.

30 (3) A board may develop and carry out its noxious weed management program in cooperation with

1 boards of other districts, with state and federal governments and their agencies, or with any person within
2 the district. The board may enter into cooperative agreements with any of these parties.

3 (4) Each agency or entity listed in subsection (1) shall submit a statement or summary of all
4 noxious weed actions that are subject to the agreement required under subsection (1) to the state weed
5 coordinator and shall post a copy of the statement or summary on ~~the a state bulletin board~~ electronic
6 access system."

7

8 **Section 17.** Section 7-22-2152, MCA, is amended to read:

9 **"7-22-2152. Revegetation of rights-of-way and ~~disturbed~~ areas that have potential for noxious**
10 **weed infestation.** (1) Any person or state agency or local government unit approving proposing a mine,
11 a major facility under Title 75, chapter 20, an electric, communication, gas, or liquid transmission line, a
12 solid waste facility, a highway or road, a subdivision, a commercial, industrial, or government
13 development, or any other development resulting that needs state or local approval and that results in the
14 potential for noxious weed infestation significant disturbance of land within a district shall notify the board
15 at least 15 days prior to the activity.

16 (2) Whenever any person or agency ~~disturbs vegetation on an easement or right-of-way within~~
17 ~~a district by construction of~~ constructs a road, an irrigation or drainage ditch, a pipeline, an electric,
18 communication, gas, or liquid transmission line, or any other development, on an easement or right-of-way,
19 the board shall require that the ~~disturbed~~ areas be seeded, planted, or otherwise managed to reestablish
20 a cover of beneficial plants.

21 (3) (a) The person or agency ~~disturbing the land~~ committing the action shall submit to the board
22 a written plan specifying the methods to be used to accomplish revegetation at least 15 days prior to the
23 activity. The plan must describe the time and method of seeding, fertilization practices, recommended plant
24 species, use of weed-free seed, and the weed management procedures to be used.

25 (b) The plan is subject to approval by the board, which may require revisions to bring the
26 revegetation plan into compliance with the district weed management plan. ~~Upon approval by the board,~~
27 ~~the revegetation plan must be signed by the chairman of the board and the person or agency responsible~~
28 ~~for the disturbance and constitutes a binding agreement between the board and such person or agency.~~
29 The activity for which notice is given may not occur until the plan is approved by the board and signed
30 by the presiding officer of the board and by the person or a representative of the agency responsible for

1 the action. The signed plan constitutes a binding agreement between the board and the person or agency.

2 THE PLAN MUST BE APPROVED, WITH REVISIONS IF NECESSARY, WITHIN 10 DAYS OF RECEIPT BY THE BOARD."

3

4 **Section 18.** Section 7-22-2153, MCA, is amended to read:

5 **"7-22-2153. Voluntary agreements for control of noxious weeds along roads -- liability of**
6 **landowner who objects to weed district control measures -- penalties.** (1) Any person may voluntarily seek
7 to enter into an agreement for the management of noxious weeds along a state or county highway or road
8 bordering or running through the person's land. The ~~supervisor~~ coordinator may draft a voluntary
9 agreement upon the request of and in cooperation with the person. However, the agreement must, in the
10 board's judgment, provide for effective weed management. The weed management agreement must be
11 signed by the person and, upon approval of the board, by the presiding officer. An agreement involving
12 a state highway right-of-way must also be signed by a representative of the department of transportation.

13 (2) The agreement must contain a statement disclaiming any liability of the board and, if
14 applicable, the department of transportation for any injuries or losses suffered by the person in managing
15 noxious weeds on the state or county highway right-of-way. The signed agreement transfers responsibility
16 for managing noxious weeds on the specified section of right-of-way from the board to the person signing
17 the agreement. If the board later finds that the person has failed to adhere to the agreement, the board
18 shall issue an order informing the person that the agreement will be void and that responsibility for the
19 management of noxious weeds on the right-of-way will revert to the board unless the person complies with
20 the provisions of the agreement within a specified time period.

21 (3) (a) If a person objects to weed control measures bordering a state or county highway
22 right-of-way and does not enter a voluntary agreement pursuant to subsections (1) and (2) and if the board
23 finds that the person has failed to provide alternative weed control, the board shall issue an order informing
24 the person that the management of noxious weeds on the right-of-way will be undertaken by the board
25 unless the person provides alternative weed control within 30 days.

26 (b) A person who does not provide alternative weed control within the time specified in subsection
27 (3)(a) is guilty of a misdemeanor and, upon conviction, shall be sentenced pursuant to 46-18-212 and
28 assessed the costs of weed control provided by the board. A second or subsequent conviction is
29 punishable by a fine of not less than \$500 or more than \$2,000, plus the costs of weed control provided
30 by the board."

1

2 ~~Section 24.~~ Section 15-38-202, MCA, is amended to read:

3 ~~"15-38-202. (Temporary) Investment of resource indemnity trust fund -- expenditure -- minimum~~

4 ~~balance.~~ (1) All money paid into the resource indemnity trust fund, including money payable into the fund

5 under the provisions of 15-36-324 and 15-37-117, must be invested at the discretion of the board of

6 investments. Only the net earnings may be appropriated and expended until the fund reaches \$100 million.

7 Thereafter, all net earnings and all receipts may be appropriated by the legislature and expended, provided

8 that the balance in the fund may never be less than \$100 million.

9 ~~(2) (a) At the beginning of each fiscal year, there is allocated from the interest income of the~~
10 ~~resource indemnity trust fund:~~

11 ~~(i) \$240,000, which is statutorily appropriated, as provided in 17-7-502, to be deposited into the~~

12 ~~renewable resource grant and loan program state special revenue account to support the operations of the~~

13 ~~environmental science-water quality instructional programs at Montana state university-northern, to be~~

14 ~~used for support costs, for matching funds necessary to attract additional funds to further expand~~

15 ~~statewide impact, and for enhancement of the facilities related to the programs. Any amount of the~~

16 ~~appropriation in this subsection (2)(a)(i) that is not pledged to repay bonds issued prior to January 1, 1999,~~

17 ~~may be deposited in a nonexpendable trust account, the income from which may be used for the purposes~~

18 ~~provided in this subsection.~~

19 ~~(ii) \$2 \$1.75 million to be deposited into the renewable resource grant and loan program state~~

20 ~~special revenue account, created by 85-1-604, for the purpose of making grants;~~

21 ~~(iii) \$1.5 \$1.25 million to be deposited into the reclamation and development grants special revenue~~

22 ~~account, created by 90-2-1104, for the purpose of making grants; and~~

23 ~~(iv) \$300,000 to be deposited into the ground water assessment account created by 85-2-905.;~~

24 ~~and~~

25 ~~(v) \$500,000 to be deposited into the noxious weed state special revenue account, created by~~

26 ~~80-7-816, for the purposes of [section 9].~~

27 ~~(b) At the beginning of each biennium, there is allocated from the interest income of the resource~~

28 ~~indemnity trust fund:~~

29 ~~(i) an amount not to exceed \$175,000 to the environmental contingency account pursuant to the~~

30 ~~conditions of 75-1-1101;~~

1 ~~———(ii) an amount not to exceed \$50,000 to the oil and gas production damage mitigation account~~
 2 ~~pursuant to the conditions of 82-11-161; and~~

3 ~~———(iii) \$500,000 to be deposited into the water storage state special revenue account created by~~
 4 ~~85-1-631.~~

5 ~~———(c) The remainder of the interest income is allocated as follows:~~

6 ~~———(i) Thirty percent of the interest income of the resource indemnity trust fund must be allocated~~
 7 ~~to the renewable resource grant and loan program state special revenue account created by 85-1-604.~~

8 ~~———(ii) Twenty-six percent of the interest income of the resource indemnity trust fund must be~~
 9 ~~allocated to the hazardous waste/CERCLA special revenue account provided for in 75-10-621.~~

10 ~~———(iii) Thirty-five percent of the interest income from the resource indemnity trust fund must be~~
 11 ~~allocated to the reclamation and development grants account provided for in 90-2-1104.~~

12 ~~———(iv) Nine percent of the interest income of the resource indemnity trust fund must be allocated to~~
 13 ~~the environmental quality protection fund provided for in 75-10-704.~~

14 ~~———(3) Any formal budget document prepared by the legislature or the executive branch that proposes~~
 15 ~~to appropriate funds other than as provided for by the allocations in subsection (2) must specify the~~
 16 ~~amount of money from each allocation that is proposed to be diverted and the proposed use of the diverted~~
 17 ~~funds. A formal budget document includes a printed and publicly distributed budget proposal or~~
 18 ~~recommendation, an introduced bill, or a bill developed during the legislative appropriation process or~~
 19 ~~otherwise during a legislative session.~~

20 ~~———15-38-202. (Effective July 1, 2001) Investment of resource indemnity trust fund -- expenditure~~
 21 ~~-- minimum balance. (1) All money paid into the resource indemnity trust fund, including money payable~~
 22 ~~into the fund under the provisions of 15-36-324 and 15-37-117, must be invested at the discretion of the~~
 23 ~~board of investments. Only the net earnings may be appropriated and expended until the fund reaches~~
 24 ~~\$100 million. Thereafter, all net earnings and all receipts may be appropriated by the legislature and~~
 25 ~~expended, provided that the balance in the fund may never be less than \$100 million.~~

26 ~~———(2) (a) At the beginning of each fiscal year, there is allocated from the interest income of the~~
 27 ~~resource indemnity trust fund:~~

28 ~~———(i) \$240,000, which is statutorily appropriated, as provided in 17-7-502, to be deposited into the~~
 29 ~~renewable resource grant and loan program state special revenue account to support the operations of the~~
 30 ~~environmental science-water quality instructional programs at Montana state university-northern, to be~~

1 used for support costs, for matching funds necessary to attract additional funds to further expand
 2 statewide impact, and for enhancement of the facilities related to the programs. Any amount of the
 3 appropriation in this subsection (2)(a)(i) that is not pledged to repay bonds issued prior to January 1, 1999,
 4 may be deposited in a nonexpendable trust account, the income from which may be used for the purposes
 5 provided in this subsection.

6 ~~—— (ii) \$2 \$1.75 million to be deposited into the renewable resource grant and loan program state
 7 special revenue account, created by 85-1-604, for the purpose of making grants;~~

8 ~~—— (iii) \$1.5 \$1.25 million to be deposited into the reclamation and development grants special revenue
 9 account, created by 90-2-1104, for the purpose of making grants;~~

10 ~~—— (iv) \$300,000 to be deposited into the ground water assessment account created by 85-2-905;
 11 and~~

12 ~~—— (v) \$500,000 to the department of fish, wildlife, and parks for the purposes of 87-1-283. The
 13 future fisheries review panel shall approve and fund qualified mineral reclamation projects before other
 14 types of qualified projects.; and~~

15 ~~—— (vi) \$500,000 to be deposited into the noxious weed state special revenue account, created by
 16 80-7-816, for the purposes of [section 9].~~

17 ~~—— (b) At the beginning of each biennium, there is allocated from the interest income of the resource
 18 indemnity trust fund:~~

19 ~~—— (i) an amount not to exceed \$175,000 to the environmental contingency account pursuant to the
 20 conditions of 75-1-1101;~~

21 ~~—— (ii) an amount not to exceed \$50,000 to the oil and gas production damage mitigation account
 22 pursuant to the conditions of 82-11-161; and~~

23 ~~—— (iii) \$500,000 to be deposited into the water storage state special revenue account created by
 24 85-1-631.~~

25 ~~—— (c) The remainder of the interest income is allocated as follows:~~

26 ~~—— (i) Thirty percent of the interest income of the resource indemnity trust fund must be allocated
 27 to the renewable resource grant and loan program state special revenue account created by 85-1-604.~~

28 ~~—— (ii) Twenty-six percent of the interest income of the resource indemnity trust fund must be
 29 allocated to the hazardous waste/CERCLA special revenue account provided for in 75-10-621.~~

30 ~~—— (iii) Thirty-five percent of the interest income from the resource indemnity trust fund must be~~

1 allocated to the reclamation and development grants account provided for in 90-2-1104.

2 ~~———(iv) Nine percent of the interest income of the resource indemnity trust fund must be allocated to~~
3 ~~the environmental quality protection fund provided for in 75-10-704.~~

4 ~~———(3) Any formal budget document prepared by the legislature or the executive branch that proposes~~
5 ~~to appropriate funds other than as provided for by the allocations in subsection (2) must specify the~~
6 ~~amount of money from each allocation that is proposed to be diverted and the proposed use of the diverted~~
7 ~~funds. A formal budget document includes a printed and publicly distributed budget proposal or~~
8 ~~recommendation, an introduced bill, or a bill developed during the legislative appropriation process or~~
9 ~~otherwise during a legislative session. (Terminates July 1, 2009--sec. 9, Ch. 529, L. 1999.)~~

10 ~~———15-38-202. (Effective July 1, 2009) Investment of resource indemnity trust fund -- expenditure~~
11 ~~-- minimum balance. (1) All money paid into the resource indemnity trust fund, including money payable~~
12 ~~into the fund under the provisions of 15-36-324 and 15-37-117, must be invested at the discretion of the~~
13 ~~board of investments. Only the net earnings may be appropriated and expended until the fund reaches~~
14 ~~\$100 million. Thereafter, all net earnings and all receipts may be appropriated by the legislature and~~
15 ~~expended, provided that the balance in the fund may never be less than \$100 million.~~

16 ~~———(2) (a) At the beginning of each fiscal year, there is allocated from the interest income of the~~
17 ~~resource indemnity trust fund:~~

18 ~~———(i) \$240,000, which is statutorily appropriated, as provided in 17-7-502, to be deposited into the~~
19 ~~renewable resource grant and loan program state special revenue account to support the operations of the~~
20 ~~environmental science-water quality instructional programs at Montana state university-northern, to be~~
21 ~~used for support costs, for matching funds necessary to attract additional funds to further expand~~
22 ~~statewide impact, and for enhancement of the facilities related to the programs. Any amount of the~~
23 ~~appropriation in this subsection (2)(a)(i) that is not pledged to repay bonds issued prior to January 1, 1999,~~
24 ~~may be deposited in a nonexpendable trust account, the income from which may be used for the purposes~~
25 ~~provided in this subsection.~~

26 ~~———(ii) \$2 \$1.75 million to be deposited into the renewable resource grant and loan program state~~
27 ~~special revenue account, created by 85-1-604, for the purpose of making grants;~~

28 ~~———(iii) \$1.5 \$1.25 million to be deposited into the reclamation and development grants special revenue~~
29 ~~account, created by 90-2-1104, for the purpose of making grants; and~~

30 ~~———(iv) \$300,000 to be deposited into the ground water assessment account created by 85-2-905.;~~

1 and

2 ~~—— (v) \$500,000 to be deposited into the noxious weed state special revenue account, created by~~
3 ~~80-7-816, for the purposes of [section 9].~~

4 ~~—— (b) At the beginning of each biennium, there is allocated from the interest income of the resource~~
5 ~~indemnity trust fund:~~

6 ~~—— (i) an amount not to exceed \$175,000 to the environmental contingency account pursuant to the~~
7 ~~conditions of 75-1-1101;~~

8 ~~—— (ii) an amount not to exceed \$50,000 to the oil and gas production damage mitigation account~~
9 ~~pursuant to the conditions of 82-11-161; and~~

10 ~~—— (iii) \$500,000 to be deposited into the water storage state special revenue account created by~~
11 ~~85-1-631.~~

12 ~~—— (c) The remainder of the interest income is allocated as follows:~~

13 ~~—— (i) Thirty percent of the interest income of the resource indemnity trust fund must be allocated~~
14 ~~to the renewable resource grant and loan program state special revenue account created by 85-1-604.~~

15 ~~—— (ii) Twenty-six percent of the interest income of the resource indemnity trust fund must be~~
16 ~~allocated to the hazardous waste/CERCLA special revenue account provided for in 75-10-621.~~

17 ~~—— (iii) Thirty-five percent of the interest income from the resource indemnity trust fund must be~~
18 ~~allocated to the reclamation and development grants account provided for in 90-2-1104.~~

19 ~~—— (iv) Nine percent of the interest income of the resource indemnity trust fund must be allocated to~~
20 ~~the environmental quality protection fund provided for in 75-10-704.~~

21 ~~—— (3) Any formal budget document prepared by the legislature or the executive branch that proposes~~
22 ~~to appropriate funds other than as provided for by the allocations in subsection (2) must specify the~~
23 ~~amount of money from each allocation that is proposed to be diverted and the proposed use of the diverted~~
24 ~~funds. A formal budget document includes a printed and publicly distributed budget proposal or~~
25 ~~recommendation, an introduced bill, or a bill developed during the legislative appropriation process or~~
26 ~~otherwise during a legislative session. (Terminates June 30, 2014--sec. 5, Ch. 497, L. 1999.)~~

27 ~~—— 15-38-202. (Effective July 1, 2014) Investment of resource indemnity trust fund -- expenditure~~
28 ~~-- minimum balance. (1) All money paid into the resource indemnity trust fund, including money payable~~
29 ~~into the fund under the provisions of 15-36-324 and 15-37-117, must be invested at the discretion of the~~
30 ~~board of investments. Only the net earnings may be appropriated and expended until the fund reaches~~

1 ~~\$100 million. Thereafter, all net earnings and all receipts may be appropriated by the legislature and~~
 2 ~~expended, provided that the balance in the fund may never be less than \$100 million.~~

3 ~~———— (2) (a) At the beginning of each fiscal year, there is allocated from the interest income of the~~
 4 ~~resource indemnity trust fund:~~

5 ~~———— (i) \$2 \$1.75 million to be deposited into the renewable resource grant and loan program state~~
 6 ~~special revenue account, created by 85-1-604, for the purpose of making grants;~~

7 ~~———— (ii) \$1.5 \$1.25 million to be deposited into the reclamation and development grants special revenue~~
 8 ~~account, created by 90-2-1104, for the purpose of making grants; and~~

9 ~~———— (iii) \$300,000 to be deposited into the ground water assessment account created by 85-2-905;~~
 10 ~~and~~

11 ~~———— (iv) \$500,000 to be deposited into the noxious weed state special revenue account, created by~~
 12 ~~80-7-816, for the purposes of [section 9].~~

13 ~~———— (b) At the beginning of each biennium, there is allocated from the interest income of the resource~~
 14 ~~indemnity trust fund:~~

15 ~~———— (i) an amount not to exceed \$175,000 to the environmental contingency account pursuant to the~~
 16 ~~conditions of 75-1-1101;~~

17 ~~———— (ii) an amount not to exceed \$50,000 to the oil and gas production damage mitigation account~~
 18 ~~pursuant to the conditions of 82-11-161; and~~

19 ~~———— (iii) \$500,000 to be deposited into the water storage state special revenue account created by~~
 20 ~~85-1-631.~~

21 ~~———— (c) The remainder of the interest income is allocated as follows:~~

22 ~~———— (i) Thirty percent of the interest income of the resource indemnity trust fund must be allocated~~
 23 ~~to the renewable resource grant and loan program state special revenue account created by 85-1-604.~~

24 ~~———— (ii) Twenty-six percent of the interest income of the resource indemnity trust fund must be~~
 25 ~~allocated to the hazardous waste/CERCLA special revenue account provided for in 75-10-621.~~

26 ~~———— (iii) Thirty-five percent of the interest income from the resource indemnity trust fund must be~~
 27 ~~allocated to the reclamation and development grants account provided for in 90-2-1104.~~

28 ~~———— (iv) Nine percent of the interest income of the resource indemnity trust fund must be allocated to~~
 29 ~~the environmental quality protection fund provided for in 75-10-704.~~

30 ~~———— (3) Any formal budget document prepared by the legislature or the executive branch that proposes~~

1 to appropriate funds other than as provided for by the allocations in subsection (2) must specify the
 2 amount of money from each allocation that is proposed to be diverted and the proposed use of the diverted
 3 funds. A formal budget document includes a printed and publicly distributed budget proposal or
 4 recommendation, an introduced bill, or a bill developed during the legislative appropriation process or
 5 otherwise during a legislative session."

6

7 ~~Section 25.~~ Section 17-5-703, MCA, is amended to read:

8 ~~"17-5-703. (Temporary) Coal severance tax trust funds.~~ (1) The trust established under Article
 9 IX, section 5, of the Montana constitution is composed of the following funds:

10 ~~(a) a coal severance tax bond fund into which the constitutionally dedicated receipts from the coal~~
 11 ~~severance tax must be deposited;~~

12 ~~(b) a treasure state endowment fund;~~

13 ~~(c) a treasure state endowment regional water system fund;~~

14 ~~(d) a coal severance tax permanent fund;~~

15 ~~(e) a coal severance tax income fund; and~~

16 ~~(f) a coal severance tax school bond contingency loan fund.~~

17 ~~(2) (a) The state treasurer shall determine, on July 1 of each year, the amount necessary to meet~~
 18 ~~all principal and interest payments on bonds payable from the coal severance tax bond fund during the next~~
 19 ~~12 months and retain that amount in the coal severance tax bond fund.~~

20 ~~(b) The amount in the coal severance tax bond fund in excess of the amount required in subsection~~
 21 ~~(2)(a) must be transferred from that fund as provided in subsections (3) through (5).~~

22 ~~(3) (a) On January 21, 1992, and continuing as long as any school district bonds secured by state~~
 23 ~~loans under 20-9-466 are outstanding, the state treasurer shall from time to time and as provided in~~
 24 ~~subsection (3)(b) transfer from the coal severance tax bond fund to the coal severance tax school bond~~
 25 ~~contingency loan fund any amount in the coal severance tax bond fund in excess of the amount that is~~
 26 ~~specified in subsection (2) to be retained in the fund.~~

27 ~~(b) The state treasurer shall transfer the amount referred to in subsection (3)(a) until and unless~~
 28 ~~the balance in the coal severance tax school bond contingency loan fund is equal to the amount due as~~
 29 ~~principal of and interest on the school district bonds secured by state loans under 20-9-466 during the~~
 30 ~~next following 12 months.~~

1 ~~———— (4) (a) Beginning July 1, 1993, and ending June 30, 2013, the state treasurer shall quarterly~~
 2 ~~transfer to the treasure state endowment fund 75% of the amount in the coal severance tax bond fund~~
 3 ~~in excess of the amount that is specified in subsection (2) to be retained in the fund and in excess of~~
 4 ~~amounts that are transferred pursuant to subsection (3).~~

5 ~~———— (b) Beginning July 1, 1999, and ending June 30, 2013, the state treasurer shall quarterly transfer~~
 6 ~~to the treasure state endowment regional water system fund 25% of the amount in the coal severance~~
 7 ~~tax bond fund in excess of the amount that is specified in subsection (2) to be retained in the fund and~~
 8 ~~in excess of amounts that are transferred pursuant to subsection (3).~~

9 ~~———— (c) The state treasurer shall monthly transfer from the treasure state endowment fund:~~

10 ~~———— (i) to the noxious weed state special revenue account, provided for in 80-7-816, for the purposes~~
 11 ~~of [section 9], the amount of available earnings until a total of \$250,000 is transferred annually; and~~

12 ~~———— (ii) all remaining revenue to the treasure state endowment special revenue account the amount~~
 13 ~~of earnings required to meet the obligations of the state that are payable from the account in accordance~~
 14 ~~with 90-6-710. Earnings not transferred to the treasure state endowment special revenue account or the~~
 15 ~~noxious weed state special revenue account must be retained in the treasure state endowment fund.~~

16 ~~———— (d) The state treasurer shall monthly transfer from the treasure state endowment regional water~~
 17 ~~system fund to the treasure state endowment regional water system special revenue account the amount~~
 18 ~~of earnings required to meet the obligations of the state that are payable from the account for regional~~
 19 ~~water systems authorized under 90-6-715. Earnings not transferred to the treasure state endowment~~
 20 ~~regional water system special revenue account must be retained in the treasure state endowment regional~~
 21 ~~water system fund.~~

22 ~~———— (5) Any amount in the coal severance tax bond fund in excess of the amount that is specified in~~
 23 ~~subsection (2)(a) to be retained in the fund and that is not otherwise allocated under this section must be~~
 24 ~~deposited in the coal severance tax permanent fund. (Terminates June 30, 2013--sec. 6, Ch. 495, L.~~
 25 ~~1999.)~~

26 ~~———— **17-5-703. (Effective July 1, 2013) Coal severance tax trust funds.** (1) The trust established under~~
 27 ~~Article IX, section 5, of the Montana constitution is composed of the following funds:~~

28 ~~———— (a) a coal severance tax bond fund into which the constitutionally dedicated receipts from the coal~~
 29 ~~severance tax must be deposited;~~

30 ~~———— (b) a treasure state endowment fund;~~

1 ~~———(c) a coal severance tax permanent fund;~~
2 ~~———(d) a coal severance tax income fund; and~~
3 ~~———(e) a coal severance tax school bond contingency loan fund.~~
4 ~~———(2) (a) The state treasurer shall determine, on July 1 of each year, the amount necessary to meet~~
5 ~~all principal and interest payments on bonds payable from the coal severance tax bond fund during the next~~
6 ~~12 months and retain that amount in the coal severance tax bond fund.~~
7 ~~———(b) The amount in the coal severance tax bond fund in excess of the amount required in subsection~~
8 ~~(2)(a) must be transferred from that fund as provided in subsections (3) through (5).~~
9 ~~———(3) (a) On January 21, 1992, and continuing as long as any school district bonds secured by state~~
10 ~~loans under 20-9-466 are outstanding, the state treasurer shall from time to time and as provided in~~
11 ~~subsection (3)(b) transfer from the coal severance tax bond fund to the coal severance tax school bond~~
12 ~~contingency loan fund any amount in the coal severance tax bond fund in excess of the amount that is~~
13 ~~specified in subsection (2) to be retained in the fund.~~
14 ~~———(b) The state treasurer shall transfer the amount referred to in subsection (3)(a) until and unless~~
15 ~~the balance in the coal severance tax school bond contingency loan fund is equal to the amount due as~~
16 ~~principal of and interest on the school district bonds secured by state loans under 20-9-466 during the~~
17 ~~next following 12 months.~~
18 ~~———(4) (a) Beginning July 1, 1993, and ending June 30, 2013, the state treasurer shall quarterly~~
19 ~~transfer to the treasure state endowment fund 50% of the amount in the coal severance tax bond fund~~
20 ~~in excess of the amount that is specified in subsection (2) to be retained in the fund and in excess of~~
21 ~~amounts that are transferred pursuant to subsection (3).~~
22 ~~———(b) The state treasurer shall monthly transfer from the treasure state endowment fund:~~
23 ~~———(i) to the noxious weed state special revenue account, provided for in 80-7-816, for the purposes~~
24 ~~of [section 9], the amount of available earnings until a total of \$250,000 is transferred annually; and~~
25 ~~———(ii) all remaining revenue to the treasure state endowment special revenue account the amount~~
26 ~~of earnings required to meet the obligations of the state that are payable from the account in accordance~~
27 ~~with 90-6-710. Earnings not transferred to the treasure state endowment special revenue account or the~~
28 ~~noxious weed state special revenue account must be retained in the treasure state endowment fund.~~
29 ~~———(5) Any amount in the coal severance tax bond fund in excess of the amount that is specified in~~
30 ~~subsection (2)(a) to be retained in the fund and that is not otherwise allocated under this section must be~~

1 deposited in the coal severance tax permanent fund."

2

3 ~~Section 26.~~ Section 37-51-313, MCA, is amended to read:

4 ~~"37-51-313. Duties, duration, and termination of relationship between broker or salesperson and~~
 5 ~~buyer or seller.~~ (1) The provisions of this chapter and the duties described in this section govern the
 6 relationships between brokers or salespersons and buyers or sellers and are intended to replace the duties
 7 of agents as provided elsewhere in state law and replace the common law as applied to these
 8 relationships. The terms "buyer agent", "dual agent" and "seller agent", as used in this chapter, are
 9 defined in 37-51-102 and are not related to the term "agent" as used elsewhere in state law. The duties
 10 of a broker or salesperson vary depending upon the relationship with a party to a real estate transaction
 11 and are as provided in this section.

12 ~~(2) A seller agent is obligated to the seller to:~~

13 ~~(a) act solely in the best interests of the seller;~~

14 ~~(b) obey promptly and efficiently all lawful instructions of the seller;~~

15 ~~(c) disclose all relevant and material information that concerns the real estate transaction and that~~
 16 ~~is known to the seller agent and not known or discoverable by the seller, unless the information is subject~~
 17 ~~to confidentiality arising from a prior or existing agency relationship on the part of the seller agent;~~

18 ~~(d) safeguard the seller's confidences;~~

19 ~~(e) exercise reasonable care, skill, and diligence in pursuing the seller's objectives and in complying~~
 20 ~~with the terms established in the listing agreement;~~

21 ~~(f) fully account to the seller for any funds or property of the seller that comes into the seller~~
 22 ~~agent's possession; and~~

23 ~~(g) comply with all applicable federal and state laws, rules, and regulations.~~

24 ~~(3) A seller agent is obligated to the buyer to:~~

25 ~~(a) disclose to a buyer or the buyer agent any adverse material facts that concern the property~~
 26 ~~and that are known to the seller agent, including the presence of plant species that are designated as~~
 27 ~~noxious weeds as defined in 7-22-2101(8)(a), except that the seller agent is not required to inspect the~~
 28 ~~property or verify any statements made by the seller;~~

29 ~~(b) disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the~~
 30 ~~veracity of information regarding adverse material facts that concern the property;~~

- 1 ~~—— (c) act in good faith with a buyer and a buyer agent; and~~
- 2 ~~—— (d) comply with all applicable federal and state laws, rules, and regulations.~~
- 3 ~~—— (4) A buyer agent is obligated to the buyer to:~~
- 4 ~~—— (a) act solely in the best interests of the buyer;~~
- 5 ~~—— (b) obey promptly and efficiently all lawful instructions of the buyer;~~
- 6 ~~—— (c) disclose all relevant and material information that concerns the real estate transaction and that~~
- 7 ~~is known to the buyer agent and not known or discoverable by the buyer, unless the information is subject~~
- 8 ~~to confidentiality arising from a prior or existing agency relationship on the part of the buyer agent;~~
- 9 ~~—— (d) safeguard the buyer's confidences;~~
- 10 ~~—— (e) exercise reasonable care, skill, and diligence in pursuing the buyer's objectives and in~~
- 11 ~~complying with the terms established in the buyer broker agreement;~~
- 12 ~~—— (f) fully account to the buyer for any funds or property of the buyer that comes into the buyer~~
- 13 ~~agent's possession; and~~
- 14 ~~—— (g) comply with all applicable federal and state laws, rules, and regulations.~~
- 15 ~~—— (5) A buyer agent is obligated to the seller to:~~
- 16 ~~—— (a) disclose any adverse material facts that are known to the buyer agent and that concern the~~
- 17 ~~ability of the buyer to perform on any purchase offer;~~
- 18 ~~—— (b) disclose to the seller or the seller agent when the buyer agent has no personal knowledge of~~
- 19 ~~the veracity of information regarding adverse material facts that concern the property;~~
- 20 ~~—— (c) act in good faith with a seller and a seller agent; and~~
- 21 ~~—— (d) comply with all applicable federal and state laws, rules, and regulations.~~
- 22 ~~—— (6) A statutory broker is not the agent of the buyer or seller but nevertheless is obligated to them~~
- 23 ~~to:~~
- 24 ~~—— (a) disclose to:~~
- 25 ~~—— (i) a buyer or a buyer agent any adverse material facts that concern the property and that are~~
- 26 ~~known to the statutory broker, except that the statutory broker is not required to inspect the property or~~
- 27 ~~verify any statements made by the seller;~~
- 28 ~~—— (ii) a seller or a seller agent any adverse material facts that are known to the statutory broker and~~
- 29 ~~that concern the ability of the buyer to perform on any purchase offer;~~
- 30 ~~—— (b) exercise reasonable care, skill, and diligence in putting together a real estate transaction; and~~

- 1 ~~—— (c) comply with all applicable federal and state laws, rules, and regulations.~~
- 2 ~~—— (7) A dual agent is obligated to a seller in the same manner as a seller agent and is obligated to~~
3 ~~a buyer in the same manner as a buyer agent under this section, except as follows:~~
- 4 ~~—— (a) a dual agent has a duty to disclose to a buyer or seller any adverse material facts that are~~
5 ~~known to the dual agent, regardless of any confidentiality considerations; and~~
- 6 ~~—— (b) a dual agent may not disclose the following information without the written consent of the~~
7 ~~person to whom the information is confidential:~~
- 8 ~~—— (i) the fact that the buyer is willing to pay more than the offered purchase price;~~
9 ~~—— (ii) the fact that the seller is willing to accept less than the purchase price that the seller is asking~~
10 ~~for the property;~~
- 11 ~~—— (iii) factors motivating either party to buy or sell; and~~
- 12 ~~—— (iv) any information that a party indicates in writing to the dual agent is to be kept confidential.~~
- 13 ~~—— (8) (a) The agency relationship of a buyer agent, seller agent, or dual agent continues until the~~
14 ~~earliest of the following dates:~~
- 15 ~~—— (i) completion of performance by the agent;~~
16 ~~—— (ii) the expiration date agreed to in the listing agreement or buyer broker agreement; or~~
17 ~~—— (iii) the occurrence of any authorized termination of the listing agreement or buyer broker~~
18 ~~agreement.~~
- 19 ~~—— (b) A statutory broker's relationship continues until the completion, termination, or abandonment~~
20 ~~of the real estate transaction giving rise to the relationship.~~
- 21 ~~—— (9) Upon termination of an agency relationship, a broker or salesperson does not have any further~~
22 ~~duties to the principal, except as follows:~~
- 23 ~~—— (a) to account for all money and property of the principal;~~
24 ~~—— (b) to keep confidential all information received during the course of the agency relationship that~~
25 ~~was made confidential at the principal's direction, except for:~~
- 26 ~~—— (i) subsequent conduct by the principal that authorizes disclosure;~~
27 ~~—— (ii) disclosure required by law or to prevent the commission of a crime;~~
28 ~~—— (iii) the information being disclosed by someone other than the broker or salesperson; and~~
29 ~~—— (iv) the disclosure of the information being reasonably necessary to defend the conduct of the~~
30 ~~broker or salesperson, including employees, independent contractors, and subagents.~~

1 ~~———— (10) Consistent with the licensee's duties as a buyer agent, a seller agent, a dual agent, or a~~
 2 ~~statutory broker, a licensee shall endeavor to ascertain all pertinent facts concerning each property in any~~
 3 ~~transaction in which the licensee acts so that the licensee may fulfill the obligation to avoid error,~~
 4 ~~exaggeration, misrepresentation, or concealment of pertinent facts."~~

5

6 ~~———— **SECTION 18.** SECTION 37-51-313, MCA, IS AMENDED TO READ:~~

7 ~~———— **"37-51-313. Duties, duration, and termination of relationship between broker or salesperson and**~~
 8 ~~**buyer or seller.** (1) The provisions of this chapter and the duties described in this section govern the~~
 9 ~~relationships between brokers or salespersons and buyers or sellers and are intended to replace the duties~~
 10 ~~of agents as provided elsewhere in state law and replace the common law as applied to these~~
 11 ~~relationships. The terms "buyer agent", "dual agent" and "seller agent", as used in this chapter, are~~
 12 ~~defined in 37-51-102 and are not related to the term "agent" as used elsewhere in state law. The duties~~
 13 ~~of a broker or salesperson vary depending upon the relationship with a party to a real estate transaction~~
 14 ~~and are as provided in this section:~~

15 ~~———— (2) A seller agent is obligated to the seller to:~~

16 ~~———— (a) act solely in the best interests of the seller;~~

17 ~~———— (b) obey promptly and efficiently all lawful instructions of the seller;~~

18 ~~———— (c) disclose all relevant and material information that concerns the real estate transaction and that~~
 19 ~~is known to the seller agent and not known or discoverable by the seller, unless the information is subject~~
 20 ~~to confidentiality arising from a prior or existing agency relationship on the part of the seller agent;~~

21 ~~———— (d) safeguard the seller's confidences;~~

22 ~~———— (e) exercise reasonable care, skill, and diligence in pursuing the seller's objectives and in complying~~
 23 ~~with the terms established in the listing agreement;~~

24 ~~———— (f) fully account to the seller for any funds or property of the seller that comes into the seller~~
 25 ~~agent's possession; and~~

26 ~~———— (g) comply with all applicable federal and state laws, rules, and regulations.~~

27 ~~———— (3) A seller agent is obligated to the buyer to:~~

28 ~~———— (a) disclose to a buyer or the buyer agent any adverse material facts that concern the property~~
 29 ~~and that are known to the seller agent, including on parcels of land 1 acre or larger in size the presence~~
 30 ~~of plant species that are designated as noxious weeds, as defined in 7-22-2101(8)(a), except that the~~

- 1 ~~seller agent is not required to inspect the property or verify any statements made by the seller;~~
 2 ~~—— (b) disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the~~
 3 ~~veracity of information regarding adverse material facts that concern the property;~~
 4 ~~—— (c) act in good faith with a buyer and a buyer agent; and~~
 5 ~~—— (d) comply with all applicable federal and state laws, rules, and regulations.~~
 6 ~~—— (4) A buyer agent is obligated to the buyer to:~~
 7 ~~—— (a) act solely in the best interests of the buyer;~~
 8 ~~—— (b) obey promptly and efficiently all lawful instructions of the buyer;~~
 9 ~~—— (c) disclose all relevant and material information that concerns the real estate transaction and that~~
 10 ~~is known to the buyer agent and not known or discoverable by the buyer, unless the information is subject~~
 11 ~~to confidentiality arising from a prior or existing agency relationship on the part of the buyer agent;~~
 12 ~~—— (d) safeguard the buyer's confidences;~~
 13 ~~—— (e) exercise reasonable care, skill, and diligence in pursuing the buyer's objectives and in~~
 14 ~~complying with the terms established in the buyer broker agreement;~~
 15 ~~—— (f) fully account to the buyer for any funds or property of the buyer that comes into the buyer~~
 16 ~~agent's possession; and~~
 17 ~~—— (g) comply with all applicable federal and state laws, rules, and regulations.~~
 18 ~~—— (5) A buyer agent is obligated to the seller to:~~
 19 ~~—— (a) disclose any adverse material facts that are known to the buyer agent and that concern the~~
 20 ~~ability of the buyer to perform on any purchase offer;~~
 21 ~~—— (b) disclose to the seller or the seller agent when the buyer agent has no personal knowledge of~~
 22 ~~the veracity of information regarding adverse material facts that concern the property;~~
 23 ~~—— (c) act in good faith with a seller and a seller agent; and~~
 24 ~~—— (d) comply with all applicable federal and state laws, rules, and regulations.~~
 25 ~~—— (6) A seller is obligated to the seller agent to disclose the presence of plant species that are~~
 26 ~~designated as noxious weeds, as defined in 7-22-2101(8)(a), on parcels of land 1 acre or larger in size if~~
 27 ~~the presence of noxious weeds on the property is known to the seller.~~
 28 ~~—— (6)(7) A statutory broker is not the agent of the buyer or seller but nevertheless is obligated to~~
 29 ~~them to:~~
 30 ~~—— (a) disclose to:~~

- 1 ~~—— (i) a buyer or a buyer agent any adverse material facts that concern the property and that are~~
2 ~~known to the statutory broker, except that the statutory broker is not required to inspect the property or~~
3 ~~verify any statements made by the seller;~~
- 4 ~~—— (ii) a seller or a seller agent any adverse material facts that are known to the statutory broker and~~
5 ~~that concern the ability of the buyer to perform on any purchase offer;~~
- 6 ~~—— (b) exercise reasonable care, skill, and diligence in putting together a real estate transaction; and~~
7 ~~—— (c) comply with all applicable federal and state laws, rules, and regulations.~~
- 8 ~~—— (7)(8) A dual agent is obligated to a seller in the same manner as a seller agent and is obligated~~
9 ~~to a buyer in the same manner as a buyer agent under this section, except as follows:~~
- 10 ~~—— (a) a dual agent has a duty to disclose to a buyer or seller any adverse material facts that are~~
11 ~~known to the dual agent, regardless of any confidentiality considerations; and~~
- 12 ~~—— (b) a dual agent may not disclose the following information without the written consent of the~~
13 ~~person to whom the information is confidential:~~
- 14 ~~—— (i) the fact that the buyer is willing to pay more than the offered purchase price;~~
15 ~~—— (ii) the fact that the seller is willing to accept less than the purchase price that the seller is asking~~
16 ~~for the property;~~
- 17 ~~—— (iii) factors motivating either party to buy or sell; and~~
18 ~~—— (iv) any information that a party indicates in writing to the dual agent is to be kept confidential.~~
- 19 ~~—— (8)(9) (a) The agency relationship of a buyer agent, seller agent, or dual agent continues until the~~
20 ~~earliest of the following dates:~~
- 21 ~~—— (i) completion of performance by the agent;~~
22 ~~—— (ii) the expiration date agreed to in the listing agreement or buyer broker agreement; or~~
23 ~~—— (iii) the occurrence of any authorized termination of the listing agreement or buyer broker~~
24 ~~agreement.~~
- 25 ~~—— (b) A statutory broker's relationship continues until the completion, termination, or abandonment~~
26 ~~of the real estate transaction giving rise to the relationship.~~
- 27 ~~—— (9)(10) Upon termination of an agency relationship, a broker or salesperson does not have any~~
28 ~~further duties to the principal, except as follows:~~
- 29 ~~—— (a) to account for all money and property of the principal;~~
30 ~~—— (b) to keep confidential all information received during the course of the agency relationship that~~

1 ~~was made confidential at the principal's direction, except for:~~
 2 ~~—— (i) subsequent conduct by the principal that authorizes disclosure;~~
 3 ~~—— (ii) disclosure required by law or to prevent the commission of a crime;~~
 4 ~~—— (iii) the information being disclosed by someone other than the broker or salesperson; and~~
 5 ~~—— (iv) the disclosure of the information being reasonably necessary to defend the conduct of the~~
 6 ~~broker or salesperson, including employees, independent contractors, and subagents.~~
 7 ~~—— (10)(11) Consistent with the licensee's duties as a buyer agent, a seller agent, a dual agent, or a~~
 8 ~~statutory broker, a licensee shall endeavor to ascertain all pertinent facts concerning each property in any~~
 9 ~~transaction in which the licensee acts so that the licensee may fulfill the obligation to avoid error,~~
 10 ~~exaggeration, misrepresentation, or concealment of pertinent facts."~~

11

12 **Section 19.** Section 80-5-120, MCA, is amended to read:

13 **"80-5-120. Definitions.** As used in this chapter, unless the context requires otherwise, the
 14 following definitions apply:

15 (1) "Advertisement" means a representation, other than a representation on the label, that is
 16 disseminated by any means and that relates to seed governed by the provisions of this chapter.

17 (2) "Agricultural seeds" means the seeds of grass, forage, cereal, fiber crops, and any other kinds
 18 of seeds commonly recognized within this state as agricultural seeds. The term includes lawn seeds and
 19 mixtures of seeds.

20 (3) "Approximate percentage" and "approximate number" mean the percentage or number with
 21 the variations above and below that value as allowed according to the tolerance limits defined in the rules
 22 for seed testing adopted by the association of official seed analysts.

23 (4) "Bulk" means not packaged in separate units.

24 (5) "Certifying agency" means:

25 (a) an agency authorized under the laws of a state, territory, or possession of the United States
 26 to officially certify seed and that has standards and procedures to ensure the genetic purity and identity
 27 of the seed certified; or

28 (b) an agency of a foreign country determined by the department to adhere to procedures and
 29 standards for seed certification that are comparable to those adhered to generally by the seed certifying
 30 agencies described in subsection (5)(a).

1 (6) "Conditioning" means drying, cleaning, scarifying, and other operations that could change the
2 purity or germination of a seed and require the seed lot to be retested to determine labeling.

3 (7) "Controlling the pollination" means to use a method of hybridization that will produce pure
4 seed that is at least 75% hybrid seed.

5 (8) "Dormant" means viable seeds, excluding hard seeds, that fail to germinate when provided the
6 specified germination conditions for the seed in question.

7 (9) "Flower seeds" means seeds of herbaceous plants grown for their blooms, ornamental foliage,
8 or other ornamental parts and that are commonly known and sold under the name of flower seeds in this
9 state.

10 (10) "Genuine grower declaration" means a statement signed by the grower that indicates, for each
11 lot of seed, the lot number, kind, variety, origin, weight, year of production, date, and destination of
12 shipment.

13 (11) "Germination" means the emergence and development from the seed embryo as evidence of
14 vitality when the seeds are subjected to the proper moisture and temperature conditions with proper
15 aeration for the customary length of time for each specific kind of seed, as specified in the rules for seed
16 testing adopted by the association of official seed analysts.

17 (12) "Hard seeds" means seeds that remain hard at the end of the prescribed test period because
18 they have not absorbed water because of an impermeable seed coat.

19 (13) "Hybrid", as the term applies to varieties of seed, means the first generation seed of a cross
20 produced by controlling the pollination and by combining:

21 (a) two or more inbred lines;

22 (b) one inbred or a single cross with an open pollinated variety; or

23 (c) two or more selected clones, seed lines, varieties, or species except open-pollinated varieties
24 of corn (*Zea mays*). The second generation of subsequent generations from those crosses may not be
25 regarded as hybrids. Hybrid designations must be treated as variety names.

26 (14) "Indigenous seeds" means the seeds of those plants that are naturally adapted to an area
27 where the intended use is for revegetation of disturbed sites. These plants include grasses, forbs, shrubs,
28 and legumes.

29 (15) "Inert matter" means all matter that is not seed, including broken seeds, sterile florets, chaff,
30 fungus bodies, and stones as determined by methods defined by the association of official seed analysts.

1 (16) "Kind" means one or more related species or subspecies that are known singly or collectively
2 by one common name, such as corn, oats, alfalfa, and timothy.

3 (17) "Labeling" means a tag or other device, attached to or written, stamped, or printed on a
4 container or accompanying a lot of bulk seeds, that purports to set forth the information required on the
5 seed label under 80-5-123 and that may include any other information relating to the labeled seed.

6 (18) "Lot" means a definite quantity of seed identified by a lot number or other mark, every portion
7 of which is uniform within recognized tolerances for the factors that appear in the labeling.

8 (19) "Mixture" means seed consisting of more than one kind, each in excess of 5% by weight of
9 the whole.

10 (20) "Montana certified seed grower" means a member of an authorized Montana seed certifying
11 agency who has consented to produce seed under the rules for certified classes of seed, with respect to
12 the maintenance of genetic purity and variety identity, set forth by the establishing agency.

13 (21) "Other crop seeds" means any agricultural, vegetable, or flower seeds other than the kind or
14 variety of seed or the mixture of seeds included as pure seed.

15 (22) "Person" means an individual, firm, partnership, corporation, or association.

16 (23) "Prohibited noxious weed seeds" means the seeds of plant species that are designated as
17 noxious weeds ~~under as defined in 7-22-2101(7)(a)(i)(8)(a)(i).~~

18 (24) "Protected variety" means a variety for which a certificate has been issued by the United
19 States plant variety protection office or for which an application for protection has been filed granting the
20 owner or the owner's authorized agent exclusive rights in the sale and distribution of the variety.

21 (25) "Pure live seed" means the product of the percentage of germination plus hard seed or
22 dormant seed multiplied by the percentage of pure seed, divided by 100, with the result expressed as a
23 whole number.

24 (26) "Pure seed" means seed exclusive of inert matter and all other seeds not of the seed being
25 considered, as determined by methods defined by the association of official seed analysts.

26 (27) "Restricted weed seeds" means the seeds of any plant that may adversely affect agriculture
27 or the environment and that are designated as restricted weed seeds under rules adopted by the
28 department.

29 (28) "Screening" means chaff, sterile florets, immature seed, weed seed, inert matter, and any
30 other materials removed from seed by any kind of cleaning or conditioning.

1 (29) "Seed conditioning plant" means a place of business, whether a permanent or portable facility,
2 that conditions seeds.

3 (30) "Seed dealer" means a person who sells seeds.

4 (31) "Seed labeler" means a person affixing labels to seeds, with that person's name, address, and
5 other information as required in 80-5-123.

6 (32) "Sell" means to offer for sale, expose for sale, have in possession for sale, exchange, barter,
7 or trade. The term includes furnishing agricultural seed to growers for the production of a crop on contract.

8 (33) "Stop sale" means an administrative order provided by law that restrains the sale, use,
9 disposition, and movement of a definite amount of seed.

10 (34) "Treated" means that seed has received an application of a substance or has been subjected
11 to a process for which a claim is made.

12 (35) "Type" means a group of varieties so nearly similar that the individual varieties cannot be
13 clearly differentiated except under special conditions.

14 (36) "Variety" means a subdivision of a kind that is:

15 (a) distinct, in the sense that the variety can be differentiated by one or more identifiable
16 morphological, physiological, or other characteristics from all other varieties known publicly;

17 (b) uniform, in the sense that the variations in essential and distinctive characteristics are
18 describable; and

19 (c) stable, in the sense that the variety will remain unchanged in its essential and distinctive
20 characteristics and its uniformity when reproduced or reconstituted as required by the different categories
21 of varieties.

22 (37) "Vegetable seeds" means seeds of those crops that are or may be grown in gardens or on
23 truck farms and are or may be sold generally under the name of vegetable seeds or herbs.

24 (38) "Viable" means that seeds are capable of producing a normal seedling under optimum growing
25 conditions after all forms of dormancy have been overcome, if present.

26 (39) "Weed seeds" means the seeds of all plants generally recognized as weeds within this state
27 and includes noxious weed seeds."

28

29 **Section 20.** Section 80-7-105, MCA, is amended to read:

30 **"80-7-105. Definitions.** Unless the context requires otherwise, in this chapter, the following

1 definitions apply:

2 (1) "Firm" means an individual, company, partnership, association, or corporation.

3 (2) "Nursery" means the business or location where nursery stock is grown or offered for sale;
4 or resale; or as part of a landscape service.

5 (3) "Nursery stock" means botanically classified plants or parts of plants. The following plants and
6 plant materials may not be considered nursery stock:

7 (a) aquatic plants used for aquarium purposes;

8 (b) field crop plants and seeds;

9 (c) pasture grasses;

10 (d) cut plants not for propagation;

11 (e) corms, tubers, and bulbs;

12 (f) fruits or vegetables for human or animal consumption;

13 (g) cut trees and products for processing; and

14 (h) plant debris for disposal or processing.

15 (4) "Nursery stock certification" means the process ~~whereby~~ by which the nursery stock or other
16 plants have been inspected and found to meet certification standards established by department rule.

17 (5) "Plant inspection certificate" means a document issued by the department or the plant pest
18 regulatory agency of another state that declares that the nursery stock, plants, or plant material grown
19 by the firm named on the certificate is apparently free of injurious plant pests.

20 (6) "Plant pest" means an insect, fungus, virus, bacteria, or other organism that can directly or
21 indirectly injure or cause damage in a plant or a product of a plant and that meets the criteria as a pest
22 established by department rule. For purposes of this chapter, noxious weeds, as defined in
23 7-22-2101(7)(a)(i) ~~(8)(a)(i)~~, or other exotic weeds are defined as plant pests."

24

25 **Section 21.** Section 80-7-133, MCA, is amended to read:

26 **"80-7-133. Acts made unlawful -- penalty.** (1) It is unlawful for a firm to:

27 (a) fail to properly identify nursery stock offered for sale at retail. Identification must include but
28 is not limited to the common name and variety. Each nursery plant offered for sale as a separate plant
29 must be identified. A single means of identification is allowed on each bundle of bare root seedlings, liners,
30 or hedging grade nursery stock.

1 (b) falsely represent or misrepresent the name, age, variety, or class of any nursery stock sold or
2 offered for sale;

3 (c) falsely represent or state that any nursery stock offered for sale, sold, or delivered was grown
4 in or came from a certain nursery or locality, when in fact the nursery stock was grown in or came from
5 another location or nursery;

6 (d) deceive or defraud any firm in the sale of any nursery stock by substituting inferior or different
7 varieties or ages from those ordered;

8 (e) willfully or intentionally bring into this state, offer for sale or distribution within this state, or
9 ship, sell, or deliver upon any sale any nursery stock that is infected or infested with a plant pest
10 dangerous to the horticultural interests of the state; or

11 (f) sell or distribute nursery stock or cut decorative or aquarium plants declared to be noxious
12 weeds ~~under as defined in 7-22-2101(7)(a)(i)(8)(a)(i).~~

13 (2) In case of misrepresentation, false representation, deceit, fraud, substitution, or sale and
14 distribution of noxious weeds, the firm is subject to punishment as provided in 80-7-135 and is liable to
15 a party damaged or injured, to the extent of all damages sustained, to be recovered in a civil action in any
16 court of competent jurisdiction."

17

18 **Section 22.** Section 80-7-801, MCA, is amended to read:

19 **"80-7-801. Definitions.** As used in this part, the following definitions apply:

20 (1) "Crop weed" means any plant commonly accepted as a weed and for which grants for
21 management research, evaluation, and education under 80-7-814(3)(g) may be given.

22 (2) "Department" means the department of agriculture established in 2-15-3001.

23 (3) "Noxious weed" means any weed defined in 7-22-2101(7)(a)(8)(a)."

24

25 **Section 23.** Section 80-7-815, MCA, is amended to read:

26 **"80-7-815. Noxious weed emergency -- expenditure authorized.** (1) ~~if~~ The governor may declare
27 a noxious weed emergency if:

28 (a) a new and potentially harmful noxious weed is discovered growing in the state and is verified
29 by the department, ~~the governor may declare a noxious weed emergency;~~ or

30 (b) the state is facing a potential influx of noxious weeds as the result of a natural disaster.

1 (2) In the absence of necessary funding from other sources, this declaration authorizes the
2 department to allocate up to ~~\$150,000~~ ~~\$500,000~~ \$150,000 of the principal of the noxious weed
3 management trust fund to government agencies for emergency relief to eradicate or confine the new
4 noxious weed species or to protect the state from an influx of noxious weeds due to a natural disaster.

5 ~~(2)~~(3) If the expenditure causes the principal of the trust fund to fall below \$2.5 million, it must
6 be replenished by the interest or revenue generated by the trust fund, by the other revenue provided by
7 this part, or by revenue obtained from the fee imposed by 61-3-510, as determined by the department."
8

9 **Section 24.** Section 80-7-816, MCA, is amended to read:

10 **"80-7-816. Account -- deposit -- investment.** (1) There is ~~an~~ a noxious weed account in the state
11 special revenue fund established in 17-2-102. The interest from the noxious weed trust fund, ~~and~~ the fee
12 imposed in 61-3-510, ~~and the funds directed to be deposited as provided in 15-38-202, 17-5-703, and~~
13 [section 8 2] must be deposited in the account and must be expended as provided in 80-7-814 and
14 [section 9 3].

15 (2) The department may direct the board of investments to invest the funds collected under
16 subsection (1) pursuant to the provisions of 17-6-201. The income from the investments must be credited
17 to the account in the state special revenue fund."
18

19 **Section 25.** Section 80-7-903, MCA, is amended to read:

20 **"80-7-903. Definitions.** As used in this part, the following definitions apply:

21 (1) "Advisory council" means the Montana noxious weed seed free forage advisory council. Except
22 as provided in 80-7-904, the council is subject to the provisions of 2-15-122.

23 (2) "Certification" means the state-approved and documented process of determining within a
24 standard range of variances or tolerances that forage production fields are free of the seeds of noxious
25 weeds, as defined in ~~7-22-2101(7)(a)(i)~~ 7-22-2101 (8)(a)(i), which process allows a person to sell the
26 forage as noxious weed seed free and to attach approved certification identification.

27 (3) "Forage" means any crop, including alfalfa, grass, small grains, straw, and similar crops and
28 commodities, that is grown, harvested, and sold for livestock forage, bedding material, or mulch or related
29 uses and the byproducts of those crops or commodities that have been processed into pellets, cubes, or
30 related products.

1 (4) "Noxious weed seed free" means that forage has an absence of noxious weed seeds within
2 a standardized range of variances or tolerances established by department rule.

3 (5) "Person" means a natural person, individual, firm, partnership, association, corporation,
4 company, joint-stock association, body politic, or organized group of persons, whether incorporated or not,
5 and any trustee, receiver, assignee, or similar representative.

6 (6) "Producer" means a person engaged in growing forage, a tenant personally engaged in growing
7 forage, or both the owner and the tenant jointly and includes a person, cooperative organization, trust,
8 sharecropper, and any other business entity, devices, and arrangements that grow forage that is proposed
9 to be certified as noxious weed seed free.

10 (7) "Sale" or "sell" means the selling, wholesaling, distributing, offering, exposing for sale,
11 advertising, exchanging, brokering, bartering, or giving away by any person within this state of any forage
12 as noxious weed seed free or certified or approved as noxious weed seed free."

13

14 NEW SECTION. SECTION 26. EXPENDITURE OF PROGRAM FUNDS ON WEED CONTROL. THE LEGISLATURE
15 RECOGNIZES THAT THE HUNTER MANAGEMENT AND HUNTING ACCESS ENHANCEMENT PROGRAMS IN 87-1-265 THROUGH
16 87-1-267 HAVE SUCCESSFULLY ENCOURAGED LANDOWNERS TO INCREASE PUBLIC ACCESS TO PRIVATE LANDS FOR
17 PURPOSES OF HUNTING, BUT THAT INCREASED PUBLIC ACCESS MAY ALSO CONTRIBUTE TO AN INCREASE IN THE SPREAD
18 OF NOXIOUS WEEDS ON PUBLIC AND PRIVATE LANDS. THEREFORE, IN AN EFFORT TO IMPROVE MANAGEMENT AND SERVICES
19 RELATED TO THOSE PROGRAMS, THE DEPARTMENT MAY OFFER UP TO 5% IN ADDITIONAL INCENTIVE PAYMENTS TO
20 LANDOWNERS WHO AGREE TO USE THOSE PAYMENTS FOR SPECIFIC WEED MANAGEMENT ACTIVITIES ON LANDS UNDER THEIR
21 CONTROL.

22

23 NEW SECTION. Section 27. Codification instruction. ~~(1) [Sections 1 and 2] are intended to be~~
24 ~~codified as an integral part of Title 15, chapter 32, and the provisions of Title 15, chapter 32, apply to~~
25 ~~{sections 1 and 2}.~~

26 ~~(2)(1) [Section 3 1] is intended to be codified as an integral part of Title 7, chapter 22, part 21,~~
27 ~~and the provisions of Title 7, chapter 22, part 21, apply to [section 3 1].~~

28 ~~(3)(2) [Sections 4 and 9] are [SECTION 3] IS intended to be codified as an integral part of Title 80,~~
29 ~~chapter 7, part 7, and the provisions of Title 80, chapter 7, part 7, apply to {sections 4 and 9} [SECTION~~
30 ~~3].~~

1 ~~(4) [Sections 5 and 7] are intended to be codified as an integral part of Title 15, chapter 31, part~~
2 ~~1, and the provisions of Title 15, chapter 31, part 1, apply to [sections 5 and 7].~~

3 ~~(5) [Section 6] is intended to be codified as an integral part of Title 15, chapter 30, part 1, and~~
4 ~~the provisions of Title 15, chapter 30, part 1, apply to [section 6].~~

5 ~~(6)(3) [Section 8 2] is intended to be codified as an integral part of Title 80, chapter 7, part 8, and~~
6 ~~the provisions of Title 80, chapter 7, part 8, apply to [section 8 2].~~

7 (4) [SECTION 26] IS INTENDED TO BE CODIFIED AS AN INTEGRAL PART OF TITLE 87, CHAPTER 1, PART 2, AND
8 THE PROVISIONS OF TITLE 87, CHAPTER 1, PART 2, APPLY TO [SECTION 26].

9

10 NEW SECTION. Section 28. Effective date. [This act] is effective July 1, 2001.

11

12 NEW SECTION. SECTION 29. TERMINATION. [SECTION 26] TERMINATES MARCH 1, 2006.

13

- END -