



NOTICE OF PUBLIC MEETING

The Lewis and Clark County Commissioners Public Meeting will be held on Tuesday, March 19, 2024, at 9:00 AM in Commission Chambers, Rm 330.

It is the policy of the Board of County Commissioners to render a decision at a later date after they have had ample time to consider all oral and written public testimony. The BoCC may render a final decision on the same date if substantial new information is not received. Public comment must be limited to matters under the jurisdiction of the Commission.

1. **Pledge of Allegiance**
2. **Consent Action Items**

- a. Yearly Road Mileage Certification Update. (Eric Spangenberg)
- b. Approval of \$25,000 in Funding on a Reimbursement Basis to Helena Housing Authority for Fair Market Rent Reevaluation Project. (Frank Cornwell)

3. **Bureau of Land Management Lands Update. (Lindsey Babcock)**

The Commissioners will hear the update.

4. **Grant Award to Lewis and Clark County from the Montana Department of Commerce. (Ann McCauley)**

The Commissioners will consider a grant award from the Montana Department of Commerce for a Community Development Block Grant (CDBG) Public Facilities grant for the Craig County Water and Sewer District to do necessary wastewater improvements to the Barnes Lane area. The grant award is for \$401,000 with \$525,000 in secured grants being provided as match by Craig County Water and Sewer District. The period of performance is December 13, 2023 through September 30, 2027.

5. **Board Appointment - Canyon Creek Rural Fire District. (Connor Fitzpatrick)**

The Commissioners will consider filling all vacancies on the board of Canyon Creek Rural Fire District.

6. **Agreement to Extend Preliminary Subdivision Approval for the Fasbender Minor Subdivision. (Applicant: Mike Fasbender) (Planner: Greg McNally)**

The Commissioners will consider the request to extend the preliminary subdivision approval of the Fasbender Minor Subdivision located north of and adjacent to Munger Road and west of

and adjacent to Buoy Boulevard.

7. **Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.**
8. **Adjourn**

ADA NOTICE

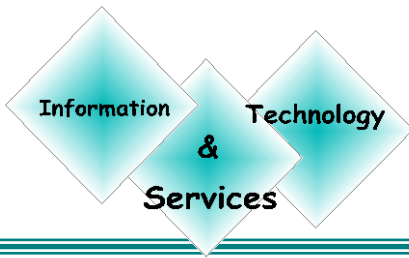
Lewis and Clark County is committed to providing access to persons with disabilities for its meetings, in compliance with Title II of the Americans with Disabilities Act and the Montana Human Rights Act. The County will not exclude persons with disabilities from participation at its meetings or otherwise deny them County's services, programs, or activities. Persons with disabilities requiring accommodations to participate in the County's meetings, services, programs, or activities should contact Keni Grose, as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following:

- (406)-447-8316
- kgrose@lccountymt.gov
- TTY Relay Service 1-800-253-4091 or 711
- 316 N Park, Room 303



ATTACHMENTS:

Description	Type
📎 Cover Memo	Attachment
📎 Mileage Certification Form	Attachment



City of Helena
Lewis & Clark County

MEMO

To: Board of County Commissioners
From: Eric F. Spangenberg, GIS Coordinator
Date: 3/12/2024
Re: Yearly Certification of Roadway Mileage

Due to a clerical error on the part of MT Department of Transportation (MDT), the certification letter we asked the Commission to sign last month inaccurately represented road mileage for Lewis and Clark County.

The MDT has provided a corrected certification form with a more accurate representation of County road mileage, and we updated the form with the addition of approximately 0.855 miles.

Staff recommends that the Commission authorize the chair to sign the updated mileage certification form.

Mileage Certification Form

In accordance with the provisions of Section 15-70-101, M.C.A., it is hereby certified that the Road mileage for Lewis And Clark County, exclusive of the National Highway System (including Interstate) and Primary System, is as follows:

<i>Roads Outside of Cities</i>	<i>Current Mileage</i>	<i>Added Mileage (Approximate)</i>	<i>Deleted Mileage (Approximate)</i>	<i>Adjusted Mileage (Approximate)</i>
Off-System	1374.962	0.855	Ø	1,375.817
Secondary/Urban System	134.775	N/A	N/A	134.775
TOTAL	1509.737	0.855	Ø	1,510.592

Any added or deleted mileage amount shown above may differ from the calculated mileages derived using MDT's process. Also, MDT reserves the right to verify any additions or deletions of roads that would significantly affect the fuel tax allocation program. If the number of miles to be added or deleted are significant, the verification process would occur during the **summer of 2024** and eligible routes would be included as part of the calculations for the following year.

(Signature)

(Official Title)

_____, Montana
(City)

Date: _____

NOTE: PLEASE RETURN THIS CERTIFICATION FORM ALONG WITH THE SIGNED MAP OR GIS DATA ON OR BEFORE **MARCH 15, 2024** FOR FUEL TAX ALLOCATION. IF THERE ARE NO MILEAGE CHANGES ONLY THE SIGNED CERTIFICATION FORM IS REQUIRED FOR THE RETURN. YOU CAN MAIL, EMAIL, OR FAX THIS TO US.

Address for return:

State of Montana
Department of Transportation
Transportation Planning Division – Geospatial Information Section
PO Box 201001
2701 Prospect Avenue
Helena, MT 59620-1001

Fax: 406-444-7671
Email: bklapstein@mt.gov



ATTACHMENTS:

Description	Type
▣ Staff Memo	Attachment
▣ County Support Request for a HUD Fair Market Rent Evaluation Project	Attachment

Frank Cornwell
Chief Finance Officer
(406) 447-8309 Office
(406) 447-8370 Fax



City/County Building, Room 340
316 North Park Avenue
Helena, Montana 59623
fcornwell@lccountymt.gov

Lewis and Clark County

Administrative and Financial Services Department

MEMO

To: Board of County Commissioners
From: Frank Cornwell, CFO
Date: March 19, 2024
RE: Approval of \$25,000 in Funding on a Reimbursement Basis to
Helena Housing Authority for Fair Market Rent Reevaluation
Project

Helena Housing Authority is requesting Lewis and Clark County to support a FMR Reevaluation project with a commitment of \$25,000. The project funding will be shared with the City of Helena, Helena Housing Authority, and the Montana Department of Commerce Housing Division State Section 8 (HCV) program. The commitment will support the hiring of a qualified firm to complete the necessary survey and data collection. FMR's are a metric in establishing housing assistance levels including Housing Choice Voucher program, HOME program, and HUD Emergency Rental Assistance programs. HUD FMR's have consistently been set below market rents in Lewis and Clark County for many years and the county has experienced significant rent and other housing cost increases in the past few years and is among the highest in the country. However, housing costs increases have not been captured in HUD FMR's. A successful FMR reevaluation project will leverage hundreds of thousands of additional federal dollars and related investment coming into our community.

Andy Hunthausen
Chair
Lewis and Clark County Commission

Dear Andy:

I wanted to follow up the discussions at the March 5, 2024, Joint City County Commissions work session regarding conducting a Lewis and Clark County Helena area HUD Fair Market Rents (FMRs) Reevaluation project with funding through a partnership of Lewis and Clark County, City of Helena, Helena Housing Authority, and the Montana Department of Commerce Housing Division State Section 8 (HCV) program . I wanted to formally request that Lewis and Clark County support this FMR Reevaluation project with a commitment of \$25,000.

FMR's are a fundamental metric in establishing critical housing assistance program's assistance levels including Housing Choice Voucher program, HOME program, and HUD Emergency Rental Assistance programs. HUD FMR's have consistently been set below market rents in Lewis and Clark County for many years- Lewis and Clark County has experienced rent and other housing costs doubling over the last 8 years, and market rents increasing by over 50% in just the last few years – percentage rent increases among the highest in the country. These significant housing costs increases have not been captured in HUD FMR's .

Working families with children, the elderly, and persons with disabilities living on extremely low fixed incomes, and other program participants are unable to rent homes because the FMR's are set well below our current local rental market rather than at the 40% of local market rents as specified in federal law. Landlords are not being paid the market rent levels that supports their participation in the HCV programs. Private landlords and rental housing developers are discouraged from developing new affordable rentals and improving existing rentals because the FMR's are set too low to support investing and financing additional affordable units and improvements.

Public Housing Authorities are allowed to request a HUD FMR Re-evaluation requesting that HUD revise their FMRs for a certain area by using statistically valid rent survey data in keeping with HUD regulations. Gathering this statistical data requires housing agencies to conduct technically challenging rent surveys to collect rent data across relevant geographic FMR areas. Helena Housing Authority and the Montana Department of Commerce Section 8 program (the two public housing authorities covering Lewis and Clark County) are prepared to sponsor a FMR Reevaluation project for Lewis and Clark County and the Helena area.

The expense of conducting a statistically valid rent survey data project is the primary barrier for addressing FMR concerns. It is estimated that a FMR Reevaluation study could

cost upwards of \$100,000 to complete a study in our Helena area .For this reason, we are seeking to fund this FMR reevaluation project through a funding partnership of Lewis and Clark County, the city of Helena, the State of Montana Department of Commerce State Section 8 program, and the Helena Housing Authority in supporting this process to ensure that local eligible households, landlords and our local community appropriately receives the federal rental assistance needed to ensure our local citizens can access affordable homes and benefit from this federal housing support. A successful FMR reevaluation project will leverage hundreds of thousands of additional federal dollars and related investment coming into our community.

Please accept this request for Lewis and Clark County to provide \$25,000 on a reimbursement basis to conduct this FMR Reevaluation project across Lewis and Clark county and the Helena area supporting hiring of a qualified firm to complete the necessary survey and data collection necessary for a successful effort.

Thank you for your time and consideration of this request. Please contact me if you have any additional questions regarding this funding request or the HUD FMR Reevaluation project process.

Michael
Michael M. O'Neil
Executive Director
Helena Housing Authority
(406) 442-7970 ext. 124



Bureau of Land Management Lands Update. (Lindsey Babcock)

Presented By:

Summary:

The Commissioners will hear the update.

Legal Review Required:



Grant Award to Lewis and Clark County from the Montana Department of Commerce. (Ann McCauley)

Presented By:

Summary:

The Commissioners will consider a grant award from the Montana Department of Commerce for a Community Development Block Grant (CDBG) Public Facilities grant for the Craig County Water and Sewer District to do necessary wastewater improvements to the Barnes Lane area. The grant award is for \$401,000 with \$525,000 in secured grants being provided as match by Craig County Water and Sewer District. The period of performance is December 13, 2023 through September 30, 2027.

Legal Review Required:

**LEWIS AND CLARK COUNTY
GRANTS APPROVAL FORM**

Grant name:	Community Development Block Grant (CDBG) Public Facilities
Grant/Contract number:	MT-CDBG-23-PF-001
Funding source:	
Federal Agency:	U.S. Housing and Urban Development (HUD)
State Agency:	Montana Department of Commerce
ARRA funding?	No
Award amount:	\$401,000
Hard Match required:	\$525,000
Soft Match required:	
Indirect Cost Rate amount:	N/A
Grant/Contract Period:	Start: 12/13/2023 End: 9/30/2027

Catalog of Federal Domestic Assistance number: 14.228

Separate fund needed for accounting purposes? No

Is this project in the current fiscal budget? No

If no, fill out and attach supplemental budget amendment form.

Are non federal assets (>\$15,000) going to be purchased? No

Are federal assets (>\$5,000) going to be purchased? No

Does Grant/Contract require interest to be earned? No

Grant/Contract based on: a
reimbursement

Contact Person/Phone number: Ann McCauley, x8383

County Department: Grants

County Assigned Project number:

Salaries to be paid by grant? No

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Staff Report	Staff Report
<input type="checkbox"/> Grant Award	Contract



Grants and Purchasing Department Lewis and Clark County

316 N. Park Ave. Room 225 Helena, MT 59623
Phone: 406-447-8383 Fax: 406-447-8398
e-mail: grants@lccountymt.gov

STAFF REPORT

Date: March 14, 2024
To: Board of County Commissioners
From: Ann McCauley, Director, Grants and Purchasing
RE: Grant Award to Lewis and Clark County from the Montana Department of Commerce for a CDBG Public Facilities Grant

County Commission Hearing:**March 19, 2024 --- 9:00 a.m.**

I. EXECUTIVE SUMMARY:

The Montana Department of Commerce has awarded a Community Development Block Grant (CDBG) Public Facilities grant (Contract #MT-CDBG-23-PF-001) to Lewis and Clark County in the amount of \$401,000 for the Craig Water and Sewer District. The work to be accomplished under this grant includes an upgrade to the Augusta Lift station and installation of a low-pressure sewer collection system in the Barnes Lane area to replace the existing septic and pump system. Match in the amount of \$525,000 is being provided by Craig Water and Sewer District through previously secured state grants. The CDBG grant's period of performance is December 13, 2023, through September 30, 2027.

II. REQUEST:

To accept the CDBG Planning grant award from the Montana Department of Commerce.

III. STAFF RECOMMENDATION:

Approval.

IV. ATTACHMENTS:

- Grant Award Contract #MT-CDBG-23-PF-001

**MONTANA DEPARTMENT OF COMMERCE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACT #MT-CDBG-23-PF-001**

This agreement ("Contract") is entered into by the Lewis & Clark County, Montana (UEI# LV3VYFCZSK88) ("Grantee") and the Montana Department of Commerce ("Department").

The Grantee and the Department hereby agree to the following terms:

Section 1. PURPOSE

The purpose of this Contract is to provide funding to the Grantee for activities approved by the Department under the Community Development Block Grant Program ("CDBG" or "Program").

Section 2. AUTHORITY

This Contract is issued under authority of Title 90, Chapter 1, Part 1 of the Montana Code Annotated ("MCA") and Title 8, Chapter 94, Subchapter 37 of the Administrative Rules of Montana ("ARM").

Section 3. APPLICATION INCORPORATED BY REFERENCE

The Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Department (collectively "Project"), is specifically incorporated into this Contract by reference and the representations made herein are binding upon the Grantee.

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable parts of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §§ 5301, *et seq.*; the applicable Department of Housing and Urban Development (HUD) regulations, include but are not limited to, 24 CFR Part 570 and Form HUD-4010, as now in effect or as amended during the term of this Contract. The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Contract. Grantee will comply with all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the *CDBG/NSP Grant Administration Manual* and *CDBG Application & Guidelines for Affordable Housing Development and Rehabilitation, Community and Public Facilities, and Economic Development Grants*, as amended.

- (b) The Grantee agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6 will require such contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section.
- (c) The Grantee agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the statutes, and regulations governing the Program or any applicable local, state, or federal requirements.
- (d) The Grantee agrees that the Project will adhere to all applicable design standards required by the Department of Environmental Quality (DEQ) and obtain all applicable federal, state, and local permits required for the Project. If no DEQ standards are applicable to the Project, the Grantee agrees that the Project will adhere to generally accepted industry standards, such as *Recommended Standards for Wastewater Facilities* or *Recommended Standards for Water Works*, published by the Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers, latest edition.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on December 31, 2027 or upon approval of Grantee's Project completion report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between December 13, 2023 and September 30, 2027. All requests for reimbursement must be submitted to the Department within ninety (90) days after September 30, 2027.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only with prior written approval of the Department.
- (d) The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions

resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least sixty (60) days prior to December 31, 2027.

Section 6. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract as set forth in the Grantee's application for Program assistance, including any amendments, approved by the Department. The Grantee will use Program funds to meet the CDBG Low and Moderate Income National Objective for the following major components of the Project:

- Install new telemetry, controls, electrical and a mixer at the Augusta Lift Station;
- Install a low-pressure sewer collection system in the Barnes Lane area;
- Engineering services associated with this project; and
- Grant administration services associated with this project.

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract shall not exceed \$401,000.
- (b) A copy of the preliminary Project budget is attached as Exhibit B and specifically incorporated herein by this reference. After construction bids are awarded or other major Project activity cost elements are determined, the Grantee shall provide the Department with a final Project budget that will, upon receipt and approval by the Department, supersede the preliminary budget in Exhibit B and thereby be incorporated as part of this Contract, binding upon the Grantee.
- (c) For cumulative budget adjustments of \$5,000 or less between line items of the Program portion of Exhibit B, Department approval of the Request for Reimbursement form will constitute approval of the budget adjustment. The Grantee shall describe the rationale for a budget adjustment in the Project Progress Report and note the adjustments in the Request for Reimbursement and Status of Funds Report submitted to the Department. Budget adjustments in excess of \$5,000 between any line item of Exhibit B must be approved in advance by the Department.
- (d) **PROGRAM INCOME**
 - (i) The Grantee may retain program income received before Project closeout, but such income must be treated as additional CDBG funds and subject to all applicable requirements governing the use of CDBG funds.
 - (ii) If the Grantee chooses to retain program income received before Project

closeout, a preliminary program income plan in compliance with the most recent version of the Department's Program Income Manual for Revolving Loan Funds must be developed and submitted for review and written approval by the Department.

- (iii) Grantee will record receipt and expenditure of retained program income as part of the financial transactions of the Project.
 - (iv) At the end of each calendar year during the term of this Contract, the Grantee must remit all program income balances (including investments thereof) held by the Grantee, its contractors, subcontractors, and sub recipient entities that exceed one-twelfth of the Department's total award to the Grantee, to be placed in the Grantee's funding reserve.
 - (v) The Grantee must expend substantially all program income it receives before requesting additional CDBG funds. The Department will deduct the amount of program income on hand, shown on the drawdown form, from the amount requested by the Grantee.
 - (vi) If the Grantee desires to retain program income received after Project closeout, the Grantee must execute a grant closeout agreement with the Department at the time of closeout that describes the Grantee's responsibility for compliance with requirements governing program income received subsequent to grant closeout.
- (e) Any authorized funds not obligated on or before the later date referenced in Section 5(b) or otherwise accounted for in accordance with the provisions of this Section will revert to the Department and will be expended to finance other Program projects.

Section 8. ACCESS TO AND RETENTION OF RECORDS

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to, financial records, supporting documents, and such other records as are required by law or other authority, for a period of five (5) years after either the termination date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Helena, Montana.
- (b) The Grantee shall provide the Department, HUD, Comptroller General of the United States, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance.
- (c) The Grantee agrees to include in first-tier subcontracts under this Contract a clause substantially similar to Section 8, subsections (a) and (b).

Section 9. LIAISONS

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the Department's liaison and the Grantee's liaison. The liaisons for this Contract are:

For the Department:
Erin McKeon (or successor)
Program Specialist, MDOC
301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2789
Erin.McKeon@mt.gov

For the Grantee:
Ann McCauley (or successor)
Lewis and Clark County
316 N Park Ave
Helena, MT 59623
406-447-8383
AMCCAULEY@lccountymt.gov

Section 10. SPECIAL CONTRACT CONDITIONS

- (a) If the Grantee has not completed all special contract conditions by September 13, 2024 this Contract may be terminated by the Department. The Grantee will not obligate or use Program funds for any Project activities until:
 - (i) The Grantee completes an Environmental Review Record and the Department issues a Notice of Release of Funds; however, upon receiving written authorization from the Department, the Grantee may incur administrative costs necessary for the preparation of the Environmental Review Record defined as exempt under 24 CFR Part 58.
 - (ii) The Grantee completes the civil rights activities described in Chapter 5 "Civil Rights," of the current version of the Department's *CDBG/NSP Grant Administration Manual*. The Department may, in its sole discretion, defer certain elements of this requirement.
 - (iii) Other conditions, as needed, including the Signature Certification and Designation of Depository Form.
 - (iv) For any projects or portions thereof that the Grantee intends to contract or subcontract to a third party, the Grantee must submit to the Department an acceptable interlocal/subrecipient agreement executed between the parties.
 - (v) The Grantee must submit to the Department evidence of the firm

commitment of the other financial resources necessary for the completion of the Project as defined in Section 3 and Exhibit B. If there are any changes to the Project Management Plan, Implementation Schedule, or Budget during the administration of the Project, the Grantee must submit an updated version for approval to the Department.

- (b) Within six (6) months of the earlier date identified in Section 5(b), the Grantee must complete all necessary arrangements to ensure that the other financial resources necessary for Project completion are available for commitment and participation in order to guarantee timely Project completion. If the Grantee fails to secure the commitment of all other financial resources for the Project within this timeline, the Department will withdraw the tentative award and reallocate the funds, unless the Grantee can demonstrate the existence of unusual or extenuating circumstances that justify an extension of time.
- (c) The Grantee must complete all necessary arrangements to ensure that the other financial resources necessary for Project completion are available for commitment and participation in order to guarantee timely Project completion within 12 months of the executed date of this contract. If the Grantee fails to secure the commitment of all other financial resources for the Project within this timeline, the Department will withdraw the tentative award and reallocate the funds, unless the Grantee can demonstrate the existence of unusual or extenuating circumstances that justify an extension of time.

Section 11. METHOD OF REIMBURSEMENT

- (a) The Department will use Program funds to fund Program activities that have received a notice of award letter from the Department. Grantee acknowledges that its access to Program funds is subject to their availability.
- (b) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement from funding awarded for the Project. In drawing against the reserved amount, the Grantee will follow the instructions supplied by the Department.
- (c) The Department agrees to reimburse the Grantee for eligible Project costs incurred on or after the award date identified in Section 5(b) upon the successful completion of activities set forth in Section 6. All reimbursements must be supported by adequate documentation provided by the Grantee and require Department approval of the Grantee's request for reimbursement. In requesting reimbursement, the Grantee will follow the instructions supplied by the Department. Unless previously agreed to in writing by the Department, the Department will not reimburse Grantee for any costs related to land acquisition,

construction, construction inspection, or contingency line items in Exhibit B until Grantee documents that all applicable permits for the project have been obtained, as required in Section 4(c).

- (d) The Department will not reimburse the Grantee for any costs incurred prior to the date identified in Section 5(b), any expenses not included in Exhibit B or an approved adjustment thereto, any ineligible expenses as set forth in the most current version of the *CDBG Application & Guidelines for Housing, Public Facilities, and Economic Development Planning Grants*, as amended, and the *CDBG/NSP Grant Administration Manual*, or any expenses not adequately supported by the Grantee's records. Reimbursement for any Project expenses incurred is contingent on the Grantee's successful completion of Section 10.
- (e) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract any costs incurred will be the Grantee's sole responsibility.
- (f) The Department may, at its discretion, withdraw from the Grantee the commitment of any CDBG funds that remain undispersed 24 months after the earlier date identified in Section 5(b).
- (g) The Department is allowed fifteen (15) working days to process a request for reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (h) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-Program funds, the Department may, at its discretion, suspend the distribution of Program funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (i) The Department will withhold two percent (2%) of the total authorized grant award until all tasks outline in Section 6 are completed and approved by the Department and the Grantee's Project completion report is received and approved by the Department. Prior to receipt of the Project completion report, the Department may authorize release of part or all of the withheld amount when situations occur that would result in an undue financial hardship to the Grantee as long as the Grantee has demonstrated effective overall management of the Project and if applicable, satisfactorily managed previous Program projects.
- (j) The Department may reduce the Grantee's amount of Program funds provided by this Contract if actual Project expenses are lower than projected by the Grantee in

Exhibit B or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application.

- (k) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (l) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.
- (m) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources. When applicable, the Grantee's travel expenses, meals, and lodging will be reimbursed at the prevailing state rate at the time such expense is incurred.
- (n) The Department, in its sole discretion, may allow the Grantee to amend Section 6. The Department will review the following: likelihood to expend all grant funds prior to the deadline in Section 5(b); progress toward completion of the Project; good faith effort to comply with any of the duties, terms, and conditions of this Contract; and the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an amendment to Section 6 must be submitted at least sixty (60) days prior to the termination date of this Contract.
- (o) If any obligations remain as of Project closeout and contract termination, the Department and the Grantee will prepare and execute a Closeout Agreement specifying the conditions and requirements governing the remaining obligations, in accordance with the requirements set forth in 24 CFR § 570.509(c).

Section 12. REPORTING REQUIREMENTS

- (a) Quarterly Update Report: During the term of this Contract, the Grantee will submit a quarterly update report, if requested by the Department. This report shall follow the report format specified in the most recent version of the *CDBG Application & Guidelines for Housing, Public Facilities, and Economic Development Planning Grants*, and must describe the status of the Project with respect to the activities set forth in Section 6, including, at a minimum, the percentage complete, costs incurred, funds remaining, and projected completion date. The report must also describe any significant problems encountered and any necessary scope, implementation or budget modifications requested.

- (b) Project Progress Reports: During the term of this Contract the Grantee will submit Project progress reports to the Department in conjunction with each request for reimbursement. These reports will describe the status of the activities set forth in Section 6, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. Additionally, the report must provide documentation supporting each claim for expenses to be reimbursed, describe any significant problems encountered in carrying out the Project, and the scope of any necessary modifications the Grantee is requesting in the Project scope of work, budget, or implementation schedule. The Department, at its sole discretion, may decline to honor any request for reimbursement if the required project progress report has not been submitted to or approved by the Department.
- (c) Status of Fund Reporting: During the term of this Contract, the Grantee will submit a Status of Funds Report with any request for funds.
- (d) Project Completion Report: Within 60 days of Project completion, the Grantee will submit a final Project completion report for Department approval. The Project completion report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. Upon approval of the Project completion report, the Department will issue a notice of Project close-out. If the Grantee fails to submit a Project completion report within 60 days, the Department may reallocate any remaining Project funds for other Program activities.

Section 13. PROJECT MONITORING

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with Section 6 of this Contract, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department. Failure by the Grantee to proceed with reasonable promptness to take necessary corrective action(s) will be a default. If the Grantee's corrective action(s) remain unacceptable, the Department may terminate this Contract in whole or in part pursuant to Section 18.

Section 14. NOTICE

All notices required under the provisions of this Contract must be in writing and delivered to the parties' liaisons identified herein either by first class mail or personal service.

Section 15. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.

Section 16. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

Grantee may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent. (18-4-141, MCA) Grantee is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and State under this Contract.

Section 17. CONTRACT AMENDMENT

This Contract may not be enlarged, modified, or altered without a written agreement signed by all parties to the Contract.

Section 18. TERMINATION OF CONTRACT

This Contract may be terminated in whole or in part as follows or as otherwise provided in this Contract:

- (a) Termination Due to Loss or Reduction of Funding: The Department, at its sole discretion, may terminate or reduce the scope of this Contract if any funding sources are eliminated or reduced for any reason. If a termination or modification is required, the Department may, if sufficient Program funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, provide the Grantee with a modified Project budget.
- (b) Termination for Cause with Notice to Cure Requirement: The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- (c) Effect of Termination: In the event of termination due to the Grantee's, its

contractors', subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Grantee. However, at its sole discretion, the Department may approve requests by the Grantee for reimbursement of eligible expenses incurred. The Department's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

Section 19. COMPLIANCE WITH APPLICABLE LAWS

Grantee shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Grantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Grantee subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. Grantee agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

Section 20. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Grantee, in accordance with Sections 2-7-503, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP").
- (b) The Department, any other legally authorized governmental entity, or their authorized agents may, at any time during or after the term of this Contract, conduct in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of monies, and delivery of services provided through this Contract.

Section 21. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with the provisions of applicable HUD regulations (24 CFR § 570.489) and with applicable Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.
- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 22. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department within thirty (30) days of Contract execution.

Section 23. OWNERSHIP AND PUBLICATION OF MATERIALS

- (a) All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in furtherance of this Contract are the property of the Grantee and the Department. Both Grantee and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Department and the Grantee.
- (b) To the extent the funds awarded under this Contract will be used by any small business firm or nonprofit organization, as defined in 37 CFR § 401.2, such firm(s)

or organization(s) are subject to the standard patent rights clause set forth in its entirety in 37 CFR § 401.14 and specifically incorporated herein by this reference.

Section 24. INSURANCE

- (a) General Requirements: Grantee must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, primary liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) Primary Insurance: Grantee's insurance coverage must be primary insurance with respect to the State of Montana, its elected or appointed officers, officials, employees, or volunteers and the State's insurance will not contribute with it.
- (c) General Liability Insurance: At its sole cost and expense, Grantee must purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.
- (d) Professional Liability Insurance: Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*
- (e) General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements must be received by the Department prior to beginning any activity provided for under the Contract. Grantee must notify the Department immediately of any material change in

insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy, including endorsements, at any time.

- (f) Property Insurance. At its sole cost and expense, the Grantee shall maintain property and hazard insurance, including course of construction coverage, and earthquake insurance in areas where there is a shaking level above 10g (see map at <http://rmtd.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf>) for loss or damage for any building related to the use of grant proceeds, and all related improvements and contents therein, on a replacement cost basis throughout the term of the Contract.

Section 25. HOLD HARMLESS AND INDEMNIFICATION

The Grantee agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, omissions of services, or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, or subcontractors under this Contract.

Section 26. DEFAULT

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

Section 27. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency or otherwise ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Section 28. FORCE MAJEURE

Neither party will be liable for any failure or delay in performing its duties in this agreement due to Force Majeure Events. "Force Majeure Event" means an event or circumstance beyond a party's reasonable control, such as natural catastrophes and acts

of terrorism or war, and the consequences of that event or circumstance. Force Majeure Event does not include a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay. If a Force Majeure Event continues for 30 days, the other party may terminate this agreement or suspend payments while the event continues.

Section 29. SEPARABILITY

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 30. ARBITRATION

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

Section 31. NO WAIVER OF BREACH

No failure by the Department to enforce any provisions hereof after any event of breach will be deemed a waiver of its rights regarding that event, or any subsequent event. No express failure of any event of breach will be deemed a waiver of any provision hereof. No such failure or waiver will be deemed a waiver of the right of the Department to enforce each and all the provisions hereof upon any further or other breach on the part of the Grantee.

Section 32. JURISDICTION AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in Lewis and Clark County, State of Montana and each party must pay its own costs and attorney fees.

Section 33. PROPERTY MANAGEMENT

Title to real property or equipment acquired under this Contract or a subcontract thereto will vest, upon acquisition, in the Grantee or subgrantee, respectively. The Grantee or subgrantee shall use, manage, and dispose of this property or equipment in accordance with the applicable requirements set forth in 24 CFR part 570 and 2 CFR part 200. All real property within the Grantee's control that was acquired or improved in whole or in part using the CDBG funds awarded pursuant to this Contract shall be subject to the standards set forth in 24 C.F.R. § 570.505 during the duration of this Contract term and for five years after closeout of the Project. In all cases in which equipment acquired pursuant to this Contract is sold, the proceeds shall be program income. The parties intend that obligations in this section shall survive termination of the Contract.

Section 34. INTEGRATION

The Contract contains the entire agreement between the parties. No statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties hereto have caused this Contract to be executed.

LEWIS AND CLARK COUNTY:

Andy Hunthausen, Chair, Board of County Commissioners

Date

ATTEST:

Amy Reeves, Clerk and Recorder

APPROVED AS TO FORM:

C. Nicholas Hash, Attorney

MONTANA DEPARTMENT OF COMMERCE:

Mandy Rambo, Deputy Director

Date

EXHIBIT A Implementation Schedule



TASK	QUARTERS, 2024				QUARTERS, 2025			
	1st J F M	2nd A M J	3rd J A S	4th O N D	1st J F M	2nd A M J	3rd J A S	4th O N D
<u>PROJECT DESIGN</u>								
Commence Final Design		X						
Complete Project Design			X					
Submit Plans to DEQ			X					
Prepare Bid Documents								
Finalize Acquisition				X				
<u>ADVERTISEMENT FOR CONST. BID</u>								
Review Contract Requirements				X				
Public Bid Advertisement				X				
Open Bids & Examine Proposals					X			
Request Contr. Debarment Review					X			
Select Contractor & Award Bid					X			
Conduct Pre-Const. Conference						X		
Issue Notice to Proceed to Contractor						X		
<u>PROJECT CONSTRUCTION</u>								
Begin Construction						X		
Monitor Engineer & Contractor						X	X	X
Conduct Labor Compliance Reviews						X	X	X
Hold Const. Progress Meetings						X	X	X
Final Inspection							X	X
<u>PROJECT CLOSE OUT</u>								
Submit Final Drawdown								X
Project Completion Report/Final Certification								X
Contract End Date								2027

EXHIBIT B Budget

ADMINISTRATION	MCEP	RRG-24-1888	CDBG	TOTAL
Professional Services	\$13,000.00		\$12,000.00	\$25,000.00
Legal Costs	\$2,000.00		\$9,500.00	\$11,500.00
Audit Fees				\$0.00
Travel & Training	\$0.00		\$500.00	\$500.00
Interim Interest				
Bond Cost				\$0.00
TOTAL ADMINISTRATION	\$15,000.00	\$0.00	\$22,000.00	\$37,000.00
CONSTRUCTION RELATED ACTIVITIES				
Railroad Permit	\$10,000.00	\$10,000.00	\$2,000.00	\$22,000.00
Engineering Additional Services (Easement Aqu., Flood Plain Permitting)		\$25,000.00	\$5,000.00	\$30,000.00
Engineering - Basic Services (PreDesign, Design, Bidding, Construction Management, Post Construction)	\$ 10,000.00	\$70,000.00	\$5,000.00	\$85,000.00
RPR	\$45,000.00		\$5,000.00	\$50,000.00
Construction	\$234,000.00	\$20,000.00	\$331,000.00	\$585,000.00
Contingency (20% of Construction)	\$86,000.00		\$31,000.00	\$117,000.00
TOTAL ACTIVITY	\$385,000.00	\$125,000.00	\$379,000.00	\$889,000.00
TOTAL PROJECT BUDGET	\$400,000.00	\$125,000.00	\$401,000.00	\$926,000.00

Contract Information Sheet

Division staff are required to complete the items in blue print.		Last Revised September 2023	
Contract Number:	MT-CDBG-23-PF-001	Original Contract Amount:	401,000.00
Contractor's Name:	Lewis & Clark County	Amount of Prior Amendments:	-
Contractor Liaison:	Ann McCauley	Current Amendment Amount:	-
Contractor's Liaison Email:	amccauley@lccountymt.gov	Total Contract Value:	401,000.00
Approved to Form Name:	C. Nicholas Hash	Funding Source:	Federal
Approved to Form Email:	pkunz@lccountymt.gov	Program Number/Division:	60 - Community MT
Contractor (signee) Name:	Andy Hunthausen	Org Number:	606022
Contractor's Email:	bocc@lccountymt.gov	Vendor Number:	23541
Contractor's Address:	316 N Park Avenue	Project Name (optional):	CDBG-23-PF-001
Contractor's Address 2:	Helena, MT 59623	Start Date:	Upon Execution
Attest Name:	Amy Reeves	End Date:	12/31/2027
Attest Email:	areeves@lccountymt.gov	Absolute End Date:	
Delegation:	Commerce		
Procurement Method:	Exempt*		
Contract Type:	Grant		
Contract Usage:	Fixed		
Purpose of this contract/amendment:	Delegation Agreement Section 5.1 * Grants with governments; Construct new low-pressure grinder pump wastewater system.		
Scope & duties of this contract:	Install new telemetry, controls, electrical and mixer at the Augusta Lift Station, install a low-pressure sewer collection system in the Barnes Lane area, Engineering services associated with this project and Grant Administration services associated with this project.		

Liaison:	Erin McKeon	Program Manager:	banseth@mt.gov
Liaison Email:	Erin.McKeon@mt.gov	Bureau Chief:	
Liaison Phone:		Additional Email:	
Signatures:	DocuSigned by:  3/1/2024		
Division Administrator		Copies To:	
Fiscal Review		Liaison	<input checked="" type="checkbox"/>
Legal Counsel		Director (> \$200K)	<input type="checkbox"/>
Deputy Director		Deputy Director (<\$25K)	<input type="checkbox"/>
OBPP		Perceptive	<input checked="" type="checkbox"/>
Information Technology			
SITSD			

Certificate Of Completion

Envelope Id: 732470F1ABD943ACA973D06767D9D76D
Subject: Montana Department of Commerce Contract #MT-CDBG-23-PF-001 for Signature
Source Envelope:
Document Pages: 19
Certificate Pages: 6
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent

Envelope Originator:
Contracts Admin
PO Box 200501
301 S. Park Ave
Helena, MT 596200501
doccontracts@esign.mt.gov
IP Address: 161.7.39.7

Record Tracking

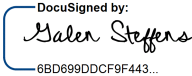
Status: Original
2/29/2024 2:00:26 PM

Holder: Contracts Admin
doccontracts@esign.mt.gov

Location: DocuSign

Signer Events

Galen Steffens
galen.steffens@mt.gov
Security Level: Email, Account Authentication (None)

Signature
DocuSigned by:

6BD699DDCF9F443...

Signature Adoption: Pre-selected Style
Using IP Address: 161.7.39.7

Timestamp
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Viewed: 3/1/2024 1:27:30 PM
Signed: 3/1/2024 1:27:41 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2024 1:27:30 PM
ID: 6bdadb4d-0518-44ad-8aa3-ce0a2491d1b0

Judy Clay
judy.clay@mt.gov
Security Level: Email, Account Authentication (None)

Sent: 3/1/2024 1:27:44 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2024 1:58:42 PM
ID: d413c4ec-13c2-4019-bb96-a0eaf742c6e5

Amy Barnes
AmyBarnes@mt.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 3/1/2024 1:58:19 PM
ID: ecaf77e4-e590-49a8-b653-ed48fae7d896

Mandy Rambo
Mandy.rambo@mt.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 3/1/2024 1:58:30 PM
ID: 9202063d-027c-419a-93c5-6d86861b4de5

Amy Sassano
asassano@mt.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 2/29/2024 10:12:31 AM
ID: 22c4ee5a-50ef-4af6-8d88-b9b996b471c8

Signer Events	Signature	Timestamp
C. Nicholas Hash pkunz@lccountymt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/12/2024 3:00:32 PM ID: 2704f37b-97dd-4c56-b5c4-0b4e7fc5a376		
Andy Hunthausen bocc@lccountymt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/30/2024 10:17:41 AM ID: a2b30e2e-b0ab-4e49-8c84-affbc34e72a6		
Amy Reeves areeves@lccountymt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/13/2024 7:12:37 AM ID: 213235e5-1e54-4105-9976-58d5041f3b97		
Mandy Rambo Mandy.rambo@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/1/2024 1:58:30 PM ID: 9202063d-027c-419a-93c5-6d86861b4de5		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Erin McKeon erin.mckeon@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/15/2024 11:24:07 AM ID: c722cef8-88fe-4e23-819b-a6b6a6fba7b3	<div>COPIED</div>	Sent: 2/29/2024 2:03:56 PM Viewed: 2/29/2024 2:04:33 PM
Becky Anseth banseth@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/1/2024 8:17:55 AM ID: a9f48d2f-c9ec-44d2-82a8-fbbcf2fd0fa5	<div>COPIED</div>	Sent: 3/1/2024 1:27:43 PM

Carbon Copy Events	Status	Timestamp
Ann McCauley amccauley@lccountymt.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/1/2024 1:27:44 PM Viewed: 3/1/2024 1:59:17 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/29/2024 2:03:56 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, MT Dept of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact MT Dept of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: doccontracts@mt.gov

To advise MT Dept of Commerce of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at doccontracts@mt.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from MT Dept of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to doccontracts@mt.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with MT Dept of Commerce

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to doccontracts@mt.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify MT Dept of Commerce as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by MT Dept of Commerce during the course of my relationship with you.



Board Appointment - Canyon Creek Rural Fire District. (Connor Fitzpatrick)

Presented By:

Summary:

The Commissioners will consider filling all vacancies on the board of Canyon Creek Rural Fire District.

Legal Review Required:

ATTACHMENTS:

Description	Type
2024 Canyon Creek Rural Fire District Packet Including Petitions, Memo, and Resignation Letters	Attachment
Support Letter Received for Candidates from Edward Grady & Eileen Grady	Attachment
Support Letter Received for Candidates from Judith Anne Vincent	Attachment
Support Letter Received for Candidates from Virginia Guay	Attachment

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

TO: BoCC, Roger Baltz
CONTACT: Nadine McCarty, BoCC Administrative Secretary
DATE: March 14, 2024
RE: Public Meeting 03/19/2024

Canyon Creek Rural Fire District – Vacancy:

Joane Bayer, Katejan Bauer, and Barbara Nye, Trustees of the Canyon Creek Rural Fire District, notified the Lewis and Clark County Elections Office that they have resigned from the Canyon Creek Rural Fire District Board of Trustees. As of posting this memo to the agenda, five applicants have applied for appointment to a vacancy.

The Elections Office has confirmed that Wendy C. Smith-Adamson, Michael Alkire, James Thomas, Victoria Dee, and John Keller are registered voters and residents of the Canyon Creek Rural Fire District and are therefore eligible to serve as a Trustee.

Per MCA 7-33-2106 (3), "Appointments to fill vacancies occurring during the term of office of a trustee must be made by the county governing body and appointees shall hold office until the next regular election." Lewis and Clark County Elections recommends filling all vacancies.

Action:

1. Appoint candidates to fill open seats on the Canyon Creek Rural Fire District Board of Trustees until the seat is up for regular election in May 2025. Pick one of the following candidates (in order of filing) to fill the seat vacated by Barbara Nye until May 7, 2024:

Wendy C. Smith-Adamson
12421 Lincoln Rd. W.
Canyon Creek MT 59633

Michael A Alkire

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

8717 Long Gulch Rd.
Canyon Creek MT, 59633

James A. Thomas
PO Box 503
Canyon Creek MT, 59633

Victoria "Kori" R. Dee
PO Box 483
Canyon Creek MT, 59633

John Keller
PO Box 455
Canyon Creek MT, 59633

2. For the remaining seats vacated by Joane Bayer and Katejan Bauer, the Commissioners shall choose two of the remaining candidates to fill the seats until they are up for election in May 2025.

Connor Fitzpatrick

From: Andy Hunthausen
Sent: Thursday, March 7, 2024 10:14 AM
To: Connor Fitzpatrick
Subject: FW: trustee resignation

Follow Up Flag: Follow up
Flag Status: Flagged

From: Barbara <bnye8838@gmail.com>
Sent: Thursday, March 7, 2024 6:49 AM
To: Tom Rolfe <TROLFE@lccountymt.gov>; Candace Payne <CPAYNE@lccountymt.gov>; Andy Hunthausen <ahunthausen@lccountymt.gov>
Cc: 'Sam Stigman' <samstigman@hotmail.com>; 'Kai Bauer' <ccrfd406chair@gmail.com>; 'Kai Bauer' <kai.bauer406@gmail.com>; 'Gradybunch56' <gradybunch56@gmail.com>; 'Scott Burke' <scabooch225@gmail.com>; 'Joane Bayer' <jbayer.mt@gmail.com>
Subject: trustee resignation

Some people who received this message don't often get email from bnye8838@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

March 7th, 2024
Lewis and Clark County Commissioners
316 N. Park Avenue
Helena MT 59623

Commissioners Andy Hunthausen, Candace Payne, Tom Rolfe and
Fire Chief Sam Stigman, Canyon Creek Rural Fire District

Dear Lewis and Clark County Commissioners, Chief Stigman and fellow board members,
Please accept my letter of resignation as Trustee Secretary of the Canyon Creek Rural Fire District, effective immediately. I have served on the Board of Trustees and have been involved in CCRFD for 30 years and so this decision has been a deeply difficult one. I've always been passionate about our fire department's success because the volunteer fire fighters who serve our community deserve to have the support of both the community and the trustees. However, for several years it seems that most of our respective time is spent working to find common ground with members of the community and one particular trustee member who finds fault with, seemingly, the very air we breathe. It's exhaustive and it is making it nearly impossible to carry out our necessary day to day business in a productive manner. It has been my great pleasure to serve next to so many good trustees as well as our Chief, Sam, who act respectfully, honestly and with integrity with the best interests of the CCRFD in mind. It saddens me to see that the harassment and disrespect of some community members and one particular trustee has chiseled away at so many devoted individuals and the infrastructure we've worked hard to achieve.

Meeting minutes are up to date and filed with the County Clerk and Recorder's office. With the exception of the most recent meeting minutes, all minutes are stored at our fire hall with pertinent attachments. Once the March 6th meeting minutes are completed, I will send them to the incoming secretary to be accepted or not at the next meeting and then filed with the county.

It's important to note that I (obviously) withdraw my name from the running for another term as trustee in the upcoming election in May. I missed the withdrawal deadline, but I trust there are avenues in place to deal with that. I can be reached by email at bny8838@gmail.com if you have questions pertaining to any of the above.

Thank you for the opportunity to serve Canyon Creek in this capacity. It has been an honor and privilege. I wish you all continued success.

Barbara Nye

Secretary, Canyon Creek Rural Fire District Board of Trustees

Connor Fitzpatrick

From: Andy Hunthausen
Sent: Thursday, March 7, 2024 10:14 AM
To: Connor Fitzpatrick
Subject: FW: CCRFD Board of Trustees - Chairman Resignation

Follow Up Flag: Follow up
Flag Status: Flagged

From: Kajetan Bauer <ccrfd406chair@gmail.com>
Sent: Thursday, March 7, 2024 7:17 AM
To: Tom Rolfe <TROLFE@lccountymt.gov>; Andy Hunthausen <ahunthausen@lccountymt.gov>; Candace Payne <CPAYNE@lccountymt.gov>
Cc: Joane Bayer <jbayer.mt@gmail.com>; B Nye <bnye8838@gmail.com>; Scott Burke <SBURKE@helenamt.gov>; Richard (Rick) Grady <Gradybunch56@gmail.com>; Sam Stigman <samstigman@hotmail.com>; Jonathan Cunningham <jcunningham.ccrfd@gmail.com>
Subject: CCRFD Board of Trustees - Chairman Resignation

Some people who received this message don't often get email from ccrfd406chair@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

7 March 2024

Lewis and Clark
County Commissioner
316 N. Park Avenue
Helena MT 59623

Commissioner Andy Hunthausen, Chair
Commissioner Candace Payne, Vice Chair
County Commissioner Tom Rolfe, Member
Fire Chief Sam Stigman, Canyon Creek Rural Fire District,

Dear Lewis and Clark County Commissioners, CCRFD Board of Trustees, and Chief Stigman, it is with regret this letter serves as my official notice of resignation from my board position with the Canyon Creek Rural Fire District, which is effective immediately on this day 7 March 2024.

I regretfully announce this decision due to exhaustive and inexplicable efforts by a select few in our community that continually incite conflict, discontent, and sabotage many of the efforts by the board. In doing so, it has greatly reduced if not prevented the board from successfully accomplishing many its duties and responsibilities to our firefighters and community. This all Volunteer organization that provides essential first responder services to countless rural citizens and

neighboring fire districts, requires a Board of Trustees that is able and willing to work in partnership with the Chief without overstepping or micromanaging fire operations. Also, to ensure the firefighters are equipped with what they need to safely and effectively perform their duties. Canyon Creek unfortunately has a history of having had some extremely challenging communities members both on the board and a handful of members of the local public. We need the support of the L&C County Commissioners who oversee these rural fire districts to ensure that both elections and by-laws protect the firefighters and community from those that have ulterior motives to turn it into something other than what is intended for. I ask you to Please take an active roll in helping our communities succeed.

It has been an honor to be alongside the individuals at this organization and serving the people of the Canyon Creek Community, and I will always appreciate the experience and knowledge I gained during my time here.

Sincerely,

Kajetan Bauer
Chairman
Canyon Creek Rural Fire District – Board of Trustees

Connor Fitzpatrick

From: Joane Bayer <jbayer.mt@gmail.com>
Sent: Wednesday, March 6, 2024 9:28 PM
To: Tom Rolfe; Andy Hunthausen; Candace Payne
Cc: Catherine Dinwiddie; Scott Burke; kaiccrfd406chair@gmail.com; Barbara Nye; Sam Stigman; Amy Reeves; Connie Horder; Connor Fitzpatrick
Subject: CCRFD Resignation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

March 7th, 2024

To: L&C County Commissioners
From: Joane Bayer

RE: Retirement from CCRFD

Commissioners,

After 14 years, I hereby retire from the Canyon Creek Rural Fire District Trustee / Treasurer position on March 7th, 2024. I no longer wish to work with a trustee who brings constant friction, community strife, overbearing micromanagement, and incoherent lectures to the CCRFD Board and members. It has become untenable.

All financial material such as checks, invoices, credit card statements, etc. will be taken to the L&C County Treasurer's office and inventoried to ensure all items are present. Currently all bills are paid. The Treasurer's office can dispense these items when a new CCRFD treasurer has been appointed.

Regards,

Joane Bayer
Canyon Creek

IN PERSON

MAR 08 2024

Lewis & Clark County Elections
(406) 447-8338
elections@lccountymt.gov



City-County Building
316 North Park/Room #168
Helena, MT 59623

Petition for Appointment

For the Office of TRUSTEE
in the CANYON CREEK TOWN FIRE DISTRICT District for a term of _____ years

PETITION TO BE FILED WITH COUNTY ELECTION ADMINISTRATOR

Name: Wendy C. Smith-Adamson

Mailing Address: 12421 Lincoln Rd W Canyon Creek 59633
Street or PO Box City Zip

Residence Address: 12421 Lincoln Rd W Canyon Creek 59633
Street City Zip

County of Residence: Lewis & Clark Home Phone: (406) 368-2229 Work Phone: (818) 486-5514

Email Address: ADAMSON.CANYONCREEK@GMAIL.COM

Please list any public offices you currently hold, whether they are elected or appointed: (none)

OATH OF QUALIFICATIONS - CANDIDATE MUST SIGN IN THE PRESENCE OF A NOTARY PUBLIC OR AN ELECTION ADMINISTRATOR/DEPUTY

I hereby affirm that I possess, or will possess within constitutional and statutory deadlines, the qualifications prescribed by the Montana constitution and the laws of the United States and the state of Montana.

[Signature] 3/8/2024
Signature of Candidate Date

NOTARY OR ELECTION ADMINISTRATOR/DEPUTY

State of Montana
County of _____

Acknowledged before me this 8th day of March, 2024 by Wendy C. Smith-Adamson
Printed Name of Candidate

[Signature]
Signature of Notary or Public Official

[Signature]
Printed Name of Notary Public

Notary Public for the State of _____

Residing at: _____

My commission expires: _____, 20____

[SEAL/STAMP]

Reg. Res. -CF

Lewis & Clark County Elections
(406) 447-8338
elections@lccountymt.gov



IN PERSON
City-County Building
316 North Park/Room #108
Helena, MT 59623
MAR 08 2024

Petition for Appointment

For the Office of Trustee
in the Canyon Creek Rural Fire District for a term of years

PETITION TO BE FILED WITH COUNTY ELECTION ADMINISTRATOR

Name: Michael A Alkipp
Mailing Address: 8717 Long Gulch Rd P.O. Box 486 Canyon Creek 59633
Street or PO Box City Zip
Residence Address: 8717 Long Gulch Canyon Creek 59633
Street City Zip
County of Residence: Lewis and Clark Home Phone: 406 437 8571 Work Phone: 406 368-2448
Email Address: LD:WkyDow@Comcast.com
Please list any public offices you currently hold, whether they are elected or appointed: LLSMC

OATH OF QUALIFICATIONS - CANDIDATE MUST SIGN IN THE PRESENCE OF A NOTARY PUBLIC OR AN ELECTION ADMINISTRATOR/DEPUTY

I hereby affirm that I possess, or will possess within constitutional and statutory deadlines, the qualifications prescribed by the Montana constitution and the laws of the United States and the state of Montana.

Signature of Candidate [Signature] Date 3-8-2024

NOTARY OR ELECTION ADMINISTRATOR/DEPUTY

State of Montana

County of

Acknowledged before me this 8th day of March, 2024 by Michael A Alkipp

Printed Name of Candidate

Signature of Notary or Public Official [Signature]

Printed Name of Notary Public

Notary Public for the State of

Residing at:

My commission expires: , 20

[SEAL/STAMP]

Rego Pres. - CF

IN PERSON

MAR 11 2024

Lewis & Clark County Elections
(406) 447-8338
elections@lccountymt.gov



City-County Building
316 North Park/Room #168
Helena, MT 59623

Petition for Appointment

For the Office of TRUSTEE
in the CANYON CREEK District for a term of _____ years

PETITION TO BE FILED WITH COUNTY ELECTION ADMINISTRATOR

Name: JAMES A. THOMAS
Mailing Address: P.O. BOX 503 CANYON CREEK 59633
Street or PO Box City Zip
Residence Address: 8941 MARSH CREEK RD. CANYON CREEK 59633
Street City Zip
County of Residence LEWIS & CLARK Home Phone: 406-368-2349 Work Phone: 406-417-1368
Email Address: CANYONCREEKJim@gmail.com
Please list any public offices you currently hold, whether they are elected or appointed: P.O.S.T. COUNCIL

OATH OF QUALIFICATIONS - CANDIDATE MUST SIGN IN THE PRESENCE OF A NOTARY PUBLIC OR AN ELECTION ADMINISTRATOR/DEPUTY

I hereby affirm that I possess, or will possess within constitutional and statutory deadlines, the qualifications prescribed by the Montana constitution and the laws of the United States and the state of Montana.

James A. Thomas 3/11/24
Signature of Candidate Date

NOTARY OR ELECTION ADMINISTRATOR/DEPUTY

State of Montana

County of _____

Acknowledged before me this 11 day of March, 2024 by James A. Thomas
Printed Name of Candidate

[Signature]
Signature of Notary or Public Official

[Signature]
Printed Name of Notary Public

Notary Public for the State of _____

Residing at: _____

My commission expires: _____, 20____

[SEAL/STAMP]

Reg. Res. - CF

IN PERSON

MAR 11 2024

Lewis & Clark County Elections
(406) 447-8338
elections@lccountymt.gov



City-County Building
316 North Park/Room #168
Helena, MT 59623

Petition for Appointment

For the Office of CCFD Trustee Position
in the _____ District for a term of _____ years

PETITION TO BE FILED WITH COUNTY ELECTION ADMINISTRATOR

Name: VICTORIA R. DEE Nickname: "Kori" R. Dee
Mailing Address: PO BOX 403 Canyon Creek 59633
Street or PO Box City Zip
Residence Address: 7073 Lost Horse Creek Rd Canyon Creek 59633
Street City Zip
County of Residence: Lewis & Clark Home Phone: (406) 308-2334 Cell Phone: 406-594-5674
Email Address: VRDEE1716@gmail.com
Please list any public offices you currently hold, whether they are elected or appointed: None

OATH OF QUALIFICATIONS - CANDIDATE MUST SIGN IN THE PRESENCE OF A NOTARY PUBLIC OR AN ELECTION ADMINISTRATOR/DEPUTY

I hereby affirm that I possess, or will possess within constitutional and statutory deadlines, the qualifications prescribed by the Montana constitution and the laws of the United States and the state of Montana.

Victoria R. Dee 03/11/2024
Signature of Candidate Date

NOTARY OR ELECTION ADMINISTRATOR/DEPUTY

State of Montana
County of Lewis & Clark
Acknowledged before me this 11th day of March, 20 24 by Victoria R Dee
Printed Name of Candidate

[Signature]
Signature of Notary or Public Official

[Signature]
Printed Name of Notary Public

Notary Public for the State of _____

Residing at: _____

My commission expires: _____, 20 _____

[SEAL/STAMP]

Reg. Res. -CP

Lewis & Clark County Elections
(406) 447-8338
elections@lccountymt.gov



City-County Building
316 North Park/Room #168
Helena, MT 59623

IN PERSON
MAR 11 2024

Petition for Appointment

For the Office of TRUSTEE CCRFP
in the _____ District for a term of _____ years

PETITION TO BE FILED WITH COUNTY ELECTION ADMINISTRATOR

Name: JOHN KELIER
Mailing Address: P.O. BOX 455 CANYON CREEK 59633
Street or PO Box City Zip
Residence Address: 8838 MARSH CREEK ROAD CANYON CREEK 59633
Street City Zip
County of Residence: LEWIS & CLARK Home Phone: 406-368-2226 Work Phone: _____
Email Address: mijkellers@hotmail.com
Please list any public offices you currently hold, whether they are elected or appointed: N/A

OATH OF QUALIFICATIONS - CANDIDATE MUST SIGN IN THE PRESENCE OF A NOTARY PUBLIC OR AN ELECTION ADMINISTRATOR/DEPUTY

I hereby affirm that I possess, or will possess within constitutional and statutory deadlines, the qualifications prescribed by the Montana constitution and the laws of the United States and the state of Montana.

Signature of Candidate [Signature] Date 3/11/2024

NOTARY OR ELECTION ADMINISTRATOR/DEPUTY

State of Montana
County of _____

Acknowledged before me this 11 day of March, 2024 by John Kelier
Printed Name of Candidate

Signature of Notary or Public Official [Signature]

Printed Name of Notary Public _____

Notary Public for the State of _____

Residing at: _____

My commission expires: _____, 20____

[SEAL/STAMP]

Res. Rec. - C.F.

RECEIVED

MAR 14 2024

LEWIS & CLARK COUNTY
COMMISSIONER

March 14, 2024

Lewis and Clark
County Commissioners
316 N. Park Avenue
Helena MT 59623

Commissioner Andy Hunthausen, Chair
Commissioner Candace Payne, Vice Chair
County Commissioner Tom Rolfe, Member

Re: Written letter of support as public record for the appointment to fill a vacancy occurring during the term of office of a trustee within the Canyon Creek Rural Fire District to be entered into the Commissioner meeting package for Tuesday - March 19, 2024.

Dear Commissioners:

We are writing a letter of support on behalf of two members of the Canyon Creek community who are residents within the Canyon Creek Rural Fire District legal jurisdiction to be appointed to fill the trustee vacancy of the resignation of former Trustees Kajetan Bauer and Joane Bauer who both submitted their letter of resignation on March 7, 2024 to the Lewis and Clark County Commissioners.

Michael Alkire

Mr. Alkire has been a resident of the Canyon Creek community for the past 13 years, received an honorable discharge with the United States Marine Corp and United States Air Force serving as a Sgt. He served 13 months in the Vietnam War with the Corp and reenlisted 2 years of active duty and 10 years inactive reserve with the Air Force.

Worked 10 years on quality control with the Baltimore Aircoil Company (BAC) a leading HVAC, Industrial and refrigeration industry in developing and implementing customized cooling systems. Served in leadership and supervisory positions in a diversified work force.

Kori R. Dee

Ms. Dee has been a resident of the Canyon Creek Community since 1997 and has a passion for sales and marketing and built a foundation with the help of some terrific mentors. Employed working at Beatrice US Foods, Beatrice Dairy, Quaker Oats and Flair Communications. Experience in marketing consulting, cellular one, and skills to developing a health and life insurance business in the Helena market and surrounding area.

Ms. Dee is a strong individual that supports collaboration among individuals that serve on volunteer boards that provide open transparency and accountability to the members of the community.

I Edward J. Grady, served for 18 years in the House of Representatives with the Montana State Legislature for those citizens who elected me to represent them to support and defend the Montana Constitution under a oath of office as their House Representative.

The family ranching operation has supported the Canyon Creek Rural Fire District as taxpayers for over 60 years and the importance of strong leadership of any elected official who donates their time to serve all constituents of the community of Canyon Creek and the Silver City area.

It is very important under the Constitution of the State of Montana, the right of participation in which the public has the right to expect governmental agencies to afford such reasonable opportunity for citizen participation in the operation of the agencies prior to the final decision as may be provided by law and the right to know in which no person shall be deprived of the right to examine documents or to observe the deliberations of all public bodies or agencies of state government and its subdivisions, except in cases in which the demand of individual privacy clearly exceeds the merits of public disclosure.

The Board of trustees under the District Trustee By-Laws have as a public record principle of civil dialogue:

1. We provide a safe environment where individual perspectives are respected, heard, and acknowledged.
2. We respect diverse opinions as a means to find solutions based on common ground.
3. We encourage creative approaches to engage in public participation.
4. We value informed decision-making and take personal responsibility to educate and be educated.
5. We believe that respectful public dialogue fosters healthy community relationships, understanding, and problem solving.
6. We acknowledge, consider, and respect the natural tensions created by collaborations, change, and transition.
7. We follow the rules and guidelines established for each meeting.

Respectfully submitted as public written record in the support of Michael Alkire and Kori R. Dee to be appointed by the Lewis and Clark County Commissioners to fill the two respective vacant positions of the Board of Trustees for the Canyon Creek Rural Fire District.

Edward J. Grady

Eileen L. Grady

Cc: Lewis and Clark County Election Office -

March 18, 2024

Commissioner Andy Hunthausen, Chair
Commissioner Candace Payne, Vice Chair
Commissioner Tom Rolfe, Member at Large
Lewis and Clark County Elections Administrator, Conner Fitzpatrick
BoCC Administrative Secretary, Nadine McCarty

RE: Canyon Creek Rural Fire District / Board of Trustees Appointments
On Tuesday March 19, 2024

Greetings Commissioners and Election Administrator,

The Vincent family homesteaded in the upper valley on Lost Horse Creek in 1888. I am a part of the third generation of my family members that continues to call Canyon Creek our home. I have served on the Board of the Canyon Creek Rural Fire District in the past and I am also the Vice-Chair on the Lewis and Clark County Weed District Board.

I believe that our fire district is important to the community, and I look forward to working with the newly appointed board members to help them succeed.

I am pleased to express my support for **Michael A. Aikire, Victoria Dee** and **Wendy C. Smith-Adamson** on their request to be appointed by the commissioners to the Board of Trustees of the Canyon Creek Rural Fire District.

Thank you for considering these Canyon Creek residents to fill the void left on the board.

Judith Anne Vincent

Judith Anne Vincent
7608 Lost Horse Creek Road
Canyon Creek, MT 59633

March 18, 2024

Commissioner Andy Hunthausen, Chair
Commissioner Candace Payne, Vice Chair
Commissioner Tom Rolfe, Member at Large
Lewis and Clark County Elections Administrator, Conner Fitzpatrick

RE: Canyon Creek Rural Fire District / Board of Trustees Appointments
On Tuesday March 18, 2024

Dear Commissioners and Election Administrator,

I want to express my support for **Michael A. Aikire, Victoria Dee and Wendy C. Smith-Adamson** on their request to be appointed to the board of the Canyon Creek Rural Fire District at the Tuesday March 19, 2024, meeting of the Board of Lewis and Clark County Commissioners.

I look forward to working with the newly appointed board members to help them in their success as the new board members of our fire district.

Thank you for considering these Canyon Creek residents to fill the void left on the board by the resigning board members.

Virginia Guay

Virginia Guay
72000 Duffy Lane
Canyon Creek, MT 59633



Agreement to Extend Preliminary Subdivision Approval for the Fasbender Minor Subdivision. (Applicant: Mike Fasbender) (Planner: Greg McNally)

Presented By:

Summary:

The Commissioners will consider the request to extend the preliminary subdivision approval of the Fasbender Minor Subdivision located north of and adjacent to Munger Road and west of and adjacent to Buoy Boulevard.

Legal Review Required:

ATTACHMENTS:

Description	Type
□ Commission Packet: Staff Report and Agreement	Staff Report



Community Development and Planning Lewis and Clark County

316 N. Park Ave. Room 230 Helena, MT 59623
Phone: 406-447-8374 Fax: 406-447-8398
e-mail: planning@lccountymt.gov



STAFF REPORT

Date: March 13, 2024
To: Board of County Commissioners
From: Greg McNally, Director

RE: Preliminary Approval Extension Request – Fasbender Minor Subdivision

OWNER/APPLICANT:

Michael Fasbender
P.O. Box 651
Helena, MT 59624

County Commission Meeting:**March 19, 2024 --- 9:00 a.m.**

I. EXECUTIVE SUMMARY:

The Applicant has requested an extension of the preliminary plat approval for the Fasbender Minor Subdivision project. Preliminary Plat approval was granted by the Board of County Commissioners on March 22, 2016 for two (2) lots, each for one single-family dwelling and one (1) lot for common space for a Home Owners Association which includes a man-made lake, boat dock, boat ramp, parking lot and community wastewater treatment system.

II. REQUEST:

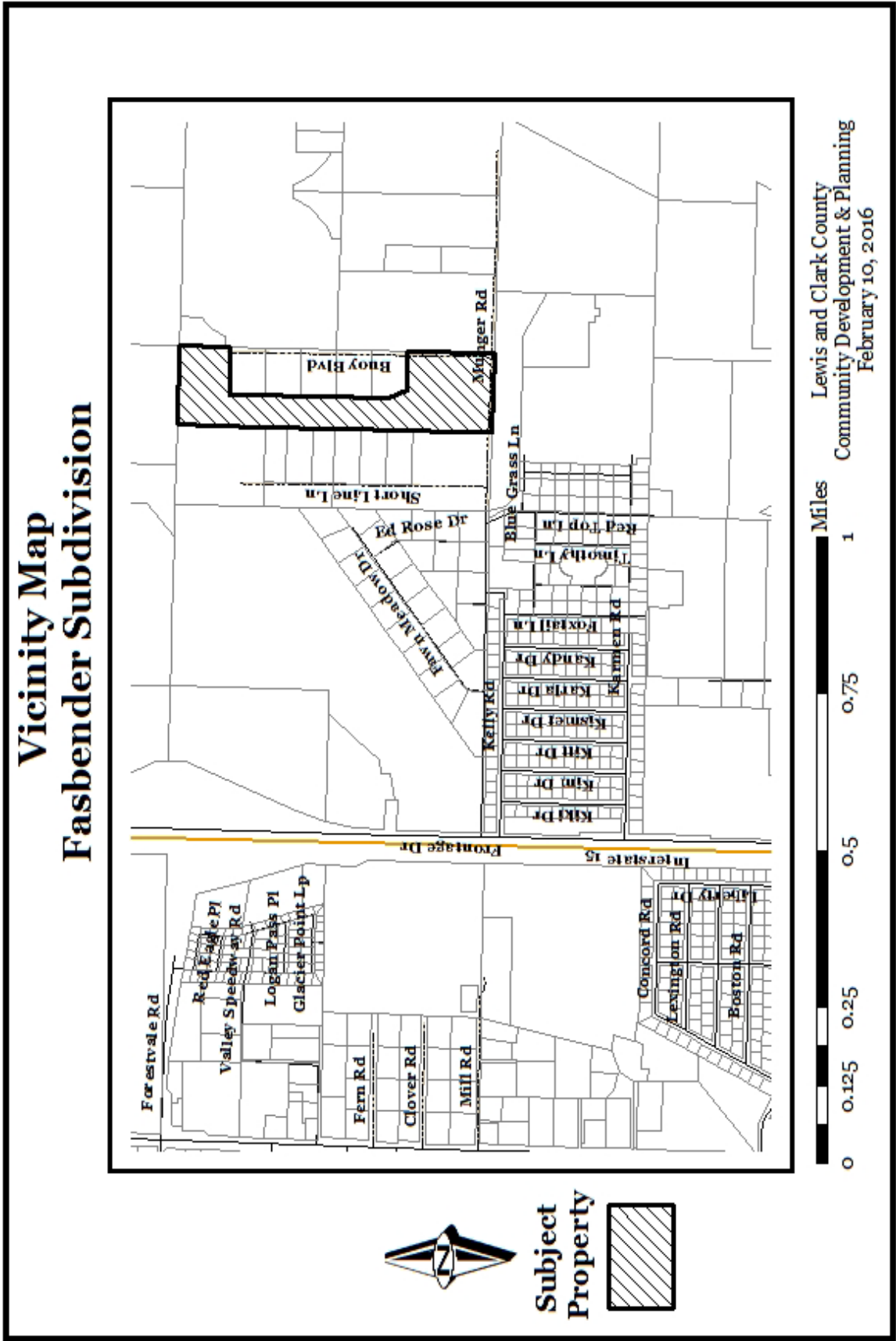
Approval of an agreement to extend the preliminary conditional approval until March 22, 2025.

III. RECOMMENDED BOARD ACTION:

APPROVAL of an agreement to extend the preliminary conditional approval until March 22, 2025.

IV. LOCATION:

The property is located north of and adjacent to Munger Road and west of and adjacent to Buoy Boulevard, as shown on the vicinity map below. Further, the property can be described as being located in the SW $\frac{1}{4}$ of Section 4, T10N, R3W, P.M.M., Lewis and Clark County, Montana.



V. BACKGROUND:

On March 22, 2016, the Lewis and Clark County Commission granted preliminary conditional approval for two (2) lots, each for one single-family dwelling and one (1) lot for common space for a Home Owners Association which includes a man-made lake, boat dock, boat ramp, parking lot and community wastewater treatment system. The subject property, specifically proposed lot Nos. 6A, 6B, and 6C, are being utilized heavily as vehicle storage for what is believed to be auto restoration and sales. According to the Environmental Health Department, Mr. Fasbender has received notices of violation for junk vehicles in the past. In addition, the County has received complaints from adjoining property owners concerned about the visual impact and the environmental impact to their residential neighborhood from these vehicles. These uses do not comport with the existing preliminary approval and would need to cease prior to final plat approval.

VI. STAFF ANALYSIS:

The Applicant has not been able to complete the required conditions of approval for the Subdivision in a timely manner, and therefore has requested an extension of the preliminary plat approval. Conditions of approval generally include DEQ approval for water, wastewater and stormwater improvements and installation; fire protection source and RID for maintenance; weed management plan and weed-free certification; preliminary engineering reports and exaction for off-site road impacts; address assignments, mailboxes and utility installation; payment of taxes; plat/survey review. Planning Staff has not received any indication or documentation that these conditions are complete; however, the Applicant has indicated that he has an agreement with Grasslands Subdivision for fire protection; a calculation of pro-rata share costs for off-site road impacts has been determined by his engineer; a weed plan has been completed; and, that his engineer can get DEQ approval in 60 days. The current uses of the property involving multiple vehicles parked on-site do not comport with the existing preliminary approval and would need to cease prior to final plat approval. According to the extension request application, approximately 250 cars have been removed from the property and the rest will be removed in 30-60 days.

Our Subdivision Regulations do not include criteria for determining the lengths of extension of preliminary approvals and prior extensions have varied from 6 months to 5 years. An extension until March 22, 2025 will meet §76-3-610, MCA and exceeds the Applicant's stated goal of project completion by July/August 2024. An extension would equate to a total preliminary approval period of 9 years. Staff has prepared an extension agreement for the Subdivision and the Applicant has signed the extension agreement.

VII. ATTACHMENTS:

1. Extension Request Application
2. Agreement to Extend Preliminary Subdivision Approval for Fasbender Minor Subdivision



Lewis and Clark County

Community Development and Planning

EXTENSION REQUEST APPLICATION

City-County Building 316 North Park Avenue P.O. Box 1725 Helena, Montana 59624 (406) 447-8374

RECEIVED

MAR 01 2024

LEWIS & CLARK COUNTY
Community Development & Planning

A request for the extension of a subdivision preliminary approval -OR- the extension of a Subdivision Improvements Agreement must address the following:

1. Subdivision Name: FASBENDER MINOR SUBDIVISION
2. Applicant: MICHAEL FASBENDER Phone: (day) _____ (cell) 406-439-4254
Mailing Address: PO Box 651 HELENA MT 59624
3. Date Preliminary Approval was Granted: 3-22-2016
4. Date Subdivision was Filed with the Clerk and Recorder (if applicable): _____
5. Have extensions for this subdivision been granted previously? (check one) YES X NO _____
If YES, indicate date(s) of previous extension(s): _____

6. Describe your efforts to complete each condition of preliminary approval -OR- fulfill each requirement of the Subdivision Improvements Agreement: (Attach additional sheets if necessary)

- WE HAVE REMOVED APPROX 250 CARS FROM PROPERTY, THE REST WILL BE REMOVED IN THE NEXT 30-60 DAYS.
- AGREEMENT TO PAY GRASSLANDS \$3500⁰⁰ TO JOIN FIRE PROTECTION
- RYAN CASNE HAS ENGINEERED/CALCULATED PIA RATA SHARE ON ROADS
- RYAN CASNE COMPLETING WEED PLAN
- RYAN CASNE ESTIMATES WE CAN COMPLETE DEC IN 60 DAYS

7. Indicate your anticipated date of completion, i.e., When do you expect to complete each condition of preliminary approval -OR- fulfill each requirement of the Subdivision Improvements Agreement?

I WOULD HOPE BY JUNE 1ST, BUT GIVEN HOW EVERYTHING TYPICALLY GOES PROBABLE JULY-AUGUST

I, the above-mentioned Applicant, request an extension of a preliminary approved subdivision application or the extension of a Subdivision Improvements Agreement. The information presented with this application is true and accurate to the best of my knowledge.

Signed: Michael Fasbender

Applicant

2-26-24

Date

RECEIVED

MAR 13 2024

**LEWIS & CLARK COUNTY
AGREEMENT TO EXTEND PRELIMINARY SUBDIVISION APPROVAL FOR THE
FASBENDER MINOR SUBDIVISION,
HELENA, MONTANA**

The parties to this Agreement are Michael Fasbender ("the Developer") and Lewis and Clark County ("the County").

WHEREAS, the preliminary conditional subdivision approval for Fasbender Minor Subdivision was granted by the County subject to fourteen (14) conditions of approval for final platting on March 22, 2016, and this approval was effective for three (3) years and has previously been extended until March 22, 2024, and

WHEREAS, the conditions of approval for the Fasbender Minor Subdivision have not yet been completed, and

WHEREAS, the Developer seeks permission to extend preliminary subdivision approval for the Fasbender Minor Subdivision, and

WHEREAS, the Montana Code Annotated 76-3-610 provides authority to the County to extend preliminary conditional subdivision approval beyond the original approval period if a written agreement is entered into between the Developer and the County.

THEREFORE, the parties, in consideration of the mutual promises, covenants, and obligations contained herein, which are authorized by State law hereby agree:

1. **Effective Date**: This Agreement is effective upon execution by both Parties.
2. **Description**: The Fasbender Minor Subdivision is located in Lewis and Clark County and is more particularly described as follows:

See Exhibit "A"

3. **Compliance with Law**: The Developer shall comply with all relevant laws, ordinances, regulations, and requirements in effect on the effective date of this Agreement.
4. **Preliminary Subdivision Approval**: The Parties agree that preliminary subdivision approval of the Fasbender Minor Subdivision is extended until March 22, 2025.
5. **Amendment or Modification**: The Parties to this Agreement may amend or modify this Agreement by written agreement only.

6. Attorney's Fees: Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.
7. Third Party Rights: No person or entity, who is not a party to this Agreement, shall have any right of action under this Agreement. The County seeks to protect the rights and interests of its citizens. This Agreement is to protect the County and is not intended for the benefit of contractors, suppliers, laborers, or others providing work, services, or materials to the Subdivision, and is not intended for the benefit of subsequent property owners.
8. Scope: This Agreement constitutes the entire agreement between the parties and any statement, promise, or inducement not contained in this Agreement shall not be binding on the parties.
9. Assigns: The benefits of this Agreement to the Developer may not be assigned without the express written approval of the County. Such approval may not be withheld unreasonably, but any unapproved assignment is void.
10. Successor Liability: Except as otherwise herein provided, this Agreement shall be binding upon the heirs, successors, personal representatives, administrators, and assigns of the parties hereto.
11. Severability: If any part, term, or provision of this Agreement is held by the courts to be illegal, the illegality shall not affect the validity of any other part, term, or provision, and the rights of the parties shall be construed as if the illegal part, term, or provision were never part of the Agreement.
12. Termination: This Agreement terminates March 22, 2025.

Date: _____

Date: 3-13-24

Andy Hunthausen, Chair
Board of County Commissioners
Lewis and Clark County


Michael Fasbender

State of Montana
County of Lewis & Clark

ATTEST:

This instrument was acknowledged
before me on 3/13/24 by Michael
Fasbender

Amy Reeves, Clerk and Recorder


(Signature of notarial officer)

(Seal)

(Seal)

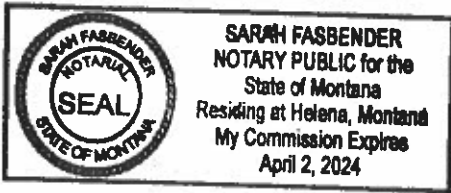


Exhibit "A"

Fasbender Minor Subdivision
Location of the Property and Preliminary Plat

