



## **NOTICE OF PUBLIC MEETING**

The Lewis and Clark County Commissioners Public Meeting will be held on Tuesday, December 10, 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. Public Meeting Minutes for November 19, 21, 2024. (Brandi Spangler)

b. Budget Amendments for December, 2024. (Frank Cornwell)

3. **Contract Between Lewis and Clark County and Eagle Ridge Road Association. (Jessica Makus)**

The Commissioners will consider the contract with Eagle Ridge Road Association for Rural Improvement District winter snow removal services in the 2024/2025 winter season.

4. **Contract Between Lewis and Clark County and Shaffners Bindery. (Myrna Austin)**

The Commissioners will consider the contract with Shaffners Bindery, in the amount of \$24,000 for repair of record books in the Clerk and Records Records Department.

5. **Contract to Lewis and Clark Public Health from the Michigan Public Health Institute. (Sarah Sandau)**

The Commissioners will consider accepting the contract in the amount of \$3,000 from the Michigan Public Health Institute for the Fetal, Infant, Child, Maternal, Mortality Review Mentoring Program. The contract period is July 1, 2024, through December 31, 2024.

6. **Grant Award Agreement Between Montana Opioid Abatement Trust and Lewis and Clark County Sheriff's Office. (Captain Bradley Bragg)**

The Commissioners will consider accepting the grant award from the Montana Opioid Abatement Trust in the amount \$115,200. There are no matching funds required, and the full amount of the grant will be sent to the County upon acceptance. The effective date of the grant will begin upon the signature of both parties and shall terminate one year from the date of execution.

7. **Preliminary Plat Application for Wade Minor Subdivision and Variance Requests, SUBD2004-006. (Applicant: Kim Smith) (Planner: Phil Gonzalez)**

The Commissioners will consider the application for preliminary approval of the Wade Minor Subdivision, a five (5) lot minor subdivision and three (3) variances from the Subdivision Regulations.

8. **Board Appointments. (Roger Baltz)**

- Lewis and Clark County DUI Task Force

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

10. **Adjourn**

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**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
▣ 11-19-24 Meeting Minutes	Attachment
▣ 11-21-24 Meeting Minutes	Attachment



## **PUBLIC MEETING**

November 19, 2024  
MINUTES

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

### **Roll Call**

Chair Andy Hunthausen called the meeting to order at 9 a.m.

Commissioner Candace Payne and Commissioner Tom Rolfe were present. Others attending all or a portion of the meeting included Roger Baltz, Nicho Hash, Keegan Shea, Ann McCauley, Dan Karlin, Jenny Chambers, Casey Hayes, Sarah Sandau, Brian Obert, Hanna Tester, Lori Ladas, Michael O'Neil, Mark Taylor, Jakob Miles, Maureen Rude, Eric Seidensticker, and Brandi Spangler, Recording Secretary.

### **Pledge of Allegiance**

Everyone recited the pledge.

### **Consent Action Items**

- a. Public Meeting Minutes for October 31, November 5, 2024. (Brandi Spangler)

[1:00] Roger Baltz, Chief Administrative Officer, reported on consent action item 2a and recommended approval.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

### **Presentation from Agencies Proposing to Serve as the Community Reinvestment Organization for Lewis and Clark County. (Ann McCauley)**

[1:53] [1 of 2] Ann McCauley, Grants and Purchasing Coordinator, introduced HAB Development and NeighborWorks Montana for presentations of proposals to serve as the Community Reinvestment Organization (CRO) for Lewis and Clark County as provided for in the Montana Community Reinvestment Plan, HB 819L. 2023.

[9:23] [1 of 2] Mark Taylor, HAB Development representative and attorney, stated that the match needs to be provided for by the County or the CRO and have 18 months to have the match funds after they opt in. The money will be spent buying down mortgages to assist with workforce affordable

housing. There are billions of dollars in development activity throughout Montana through the Hospitality and Development Association of Montana. Match funds through HAB are available immediately and will be funded by Northwestern Mutual.

[31:37] [1 of 2] Hanna Tester and Maureen Rude, NeighborWorks Montana representatives, has extensive experience with homebuyer programs, Native Homeownership Coalition, housing finance, Board of Housing, Fannie Mae, loan product development and program development. NeighborWorks has been benefitting the Lewis and Clark County community for many years with three different Down Payment Assistance Programs, real estate development projects gap funding, home preservation, and Resident Owned Communities (ROC). Match funds will not be secure until they are selected as CRO, and the program is implemented mid-January. There is no concern to raise the match amount, as investors are available and invested funds could be redirected to this program if needed. Some partners in the community include financial institutions, Rocky Mountain Development Corporation, Habitat for Humanity, and Helena Housing Authority. Counties who have resolutions selecting NeighborWorks Montana as CRO include Gallatin, Lincoln, and Judith Basin counties with intent of Missoula County.

[57:01] [1 of 2] Mr. Taylor noted that approval will be by the end of the year. By the counties selecting prior to the end of the year, the work behind the scenes can be done prior to state approval so they are ready to act immediately.

**PUBLIC COMMENT:**

[3:36] [2 of 2] Michael O'Neil, Helena Housing Authority, supports NeighborWorks for CRO due to their impact on the community and their impact on the state along with their partners across the state. They have proved the ability to deliver services to the citizens of our community.

[7:51] [2 of 2] Lori Ladus, Rocky Mountain Development Council, supports NeighborWorks Montana for CRO. They are a great partner during process in development and the First Time Home Buyers Program.

[9:03] [2 of 2] Brian Obert, Montana Business Connections (MBAC), suggested the recommendation and resolution move forward as soon as possible. They have looked at this bill extensively and created a sub-committee to iron out the lack of direction in the bill. This money will make a big difference in our community and the ability to create home ownership.

[14:42] [2 of 2] Mark Taylor, HAB Development representative and attorney, reiterated that HAB Development has money in hand today. They will aggressively move forward in counties that select them for CRO.

[16:02] [2 of 2] Hannah Tester, NeighborWorks Montana, has a longstanding success in executing housing programs in the community. They have the ability and capacity to raise the match required.

**Selection of a Community Reinvestment Organization. (Ann McCauley)**

[21:27] [2 of 2] Ann McCauley, Grants and Purchasing Coordinator, presented candidates for the Community Reinvestment Organization (CRO). Staff recommends the Commissioners make a selection.

No public comment was received.

[24:42] [2 of 2] Commissioner Payne thinks it is important to be involved in this program and does not see a downside.

[26:27] [2 of 2] Commissioner Rolfe states there are unanswered questions regarding match funds, and there was some clarification on questions during discussion.

[27:30] [2 of 2] Commissioner Hunthausen has no doubt either entity can provide the match funds and supports NeighborWorks due to the relationships that are already in place in our community. He would like to make a decision today to get the resolution approved in a timely manner. Though, if one Commissioner wants to table the decision, he respects that and will support it.

Commissioner Rolfe made a motion to table the decision to November 26, 2024. The motion was seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

**Grant Application to the Montana Department of Transportation. (Dan Karlin)**

[35:03] [2 of 2] Dan Karlin, County Engineer, presented a grant application to the Montana Department of Transportation to fund the replacement of the superstructure of the Nelson Bridge at the intersection of York and Nelson Roads in the amount of \$104,255. Staff recommends approval of the grant application and letter of request.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

**Grant Award Amendment to Lewis and Clark Public Health from the Montana Department of Public Health and Human Services (Sarah Sandau)**

[44:22] [2 of 2] Sarah Sandau, Community Health Promotion Division Administrator, presented a grant award amendment with the Montana Department of Public Health and Human Services for the Injury Prevention Grant in the amount of \$60,000 to fund Safer Communities Montana for suicide prevention. The grant period begins September 1, 2024 through July 31, 2025. Staff recommends approval of the amendments.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

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

**Adjourn**

There being no further business, the meeting adjourned at 10:57 am.

Meeting minutes approved on \_\_\_\_\_

LEWIS AND CLARK COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Andy Hunthausen, Chair

\_\_\_\_\_

Candace Payne, Vice Chair

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Tom Rolfe, Member

ATTEST:

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Amy Reeves, Clerk of the Board



## **PUBLIC MEETING**

November 21, 2024  
MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Thursday, November 21, 2024, at 9:00 AM in Commission Chambers, Rm 330.

### **Roll Call**

Chair Andy Hunthausen called the meeting to order at 9 a.m.

Commissioner Candace Payne was present. Commissioner Rolfe was out of the office. Others attending all or a portion of the meeting included Roger Baltz, Nicho Hash, Keegan Shea, Kevin Wright, Shelly Martin, Chris Norris, and Brandi Spangler, Recording Secretary.

### **Pledge of Allegiance**

Everyone recited the pledge.

### **Consent Action Items**

a. Vendor Claims Report for Week Ending November 22, 2024. (Marni Bentley)

[1:01] Roger Baltz, Chief Administrative Officer, reported on consent action item 2a and recommended approval.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Hunthausen. The motion Passed on a 2-0 vote.

### **Memorandum of Understanding Between Lewis and Clark County Sheriff's Office and the Montana State University Police. (Captain Brian Robinson)**

[1:03] Kevin Wright, Special Operations Captain, presented a Memorandum of Understanding (MOU) with Montana State University Police for traffic control and public safety during Montana State University events. The MOU begins November 21, 2024. Staff recommends approval of the MOU.

[4:20] Chris Norris, Corporal, listed other agencies that assist at MSU events including, but not limited to, Great Falls Police Department, Gallatin County Sheriff's Office, and Yellowstone Police Department.



No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Hunthausen. The motion Passed on a 2-0 vote.

**Grant Award to Lewis and Clark Sheriff's Office from Montana Disaster and Emergency Services. (Chris Norris)**

[6:20] Chris Norris, Deputy, presented a grant award from Montana Disaster and Emergency Services State Homeland Security Grant for the Regional Explosive Ordinance Disposal (EOD) Sustainment Project in the amount of \$94,000. The grant period is October 1, 2024 through September 30, 2026. Staff recommends approval of the grant award.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Hunthausen. The motion Passed on a 2-0 vote.

**Board Appointments. (Roger Baltz)**

[9:03] Roger Baltz, Chief Administrative Officer, presented a board appointment to the Human Services Task Force and recommended the Commissioners consider the candidate for a partial term that will expire June 30, 2025.

No public comment was received.

Commissioner Payne made a motion to appoint Todd Will to the Human Services Task Force to a partial term that will expire June 30, 2025. The motion was seconded by Commissioner Hunthausen. The motion Passed on a 2-0 vote.

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

**Adjourn**

There being no further business, the meeting adjourned at 9:12 am.

Meeting minutes approved on \_\_\_\_\_

LEWIS AND CLARK COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Andy Hunthausen, Chair

\_\_\_\_\_  
Candace Payne, Vice Chair

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Tom Rolfe, Member

ATTEST:

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Amy Reeves, Clerk of the Board



**ATTACHMENTS:**

Description

Type

▣ Budget Amendments

Contract

BUDGET AMENDMENTS/TRANSFERS-FISCAL YEAR 2025

Resolution 2024-74, the final operating budget resolution for fiscal year 2025 delegated the authority to approve amendments/transfers to the County Chief Administrative Officer, after advising the County Commission of his intent at a commission meeting or work session.

Amendments/transfers will be prepared as needed throughout the year and approved by the County Chief Administrative Officer in accordance with 7-6-4006, MCA and 7-6-4012, MCA.

The County Chief Administrative Officer certifies that the budget amendments/transfers outlined below are in accordance with Resolution 2024-74, 7-6-4006, MCA and 7-6-4012, MCA and that the County Commission has been advised of his intent to approve the amendments/transfers

\_\_\_\_\_  
Roger Baltz, Chief Administrative Officer

\_\_\_\_\_  
DATE

TRANSFERS						
DATE OF REQUEST	CODING	LINE ITEM DESCRIPTION	FUND-DEPARTMENT DESCRIPTION	ORIGINAL BUDGET	ADJ + OR (-)	AMENDED BUDGET
						-
AMENDMENTS						
12/10/2024	304-0000-331-00-00	Federal Grants	State Homeland Security Grant	1,557,200	121,350	1,678,550
	304-1213-414-21-20	Minor Equipment	Emergency Power backup	-	2,145	2,145
	304-1213-414-21-20	Minor Equipment	IDS System	-	10,974	10,974
	304-1213-414-90-60	Capital Mach/Equipme	CCTV camera system	-	108,231	108,231
	556-0000-334-00-00	State Grant	Bridge Infrastructure * SB536 Nelson/Beaver Creek Bridge	4,811,930	105,000	4,916,930
	556-3220-434-90-90	Capital Outlay	Bridge Infrastructure	395,000	105,000	500,000
	556-0000-334-00-00	State Grant	Bridge Infrastructure * SB536 Craig River Bridge	4,811,930	150,000	4,961,930
	556-3220-434-90-90	Capital Outlay	Bridge Infrastructure	395,000	150,000	545,000
	550-3210-432-21-20	Capital Minor Equip	PW Capital Development * LCSO Cameras not budgeted	39,640	5,866	45,506
			Reserves			



Contract Between Lewis and Clark County and Eagle Ridge Road Association. (Jessica Makus)

Presented By:

Summary:

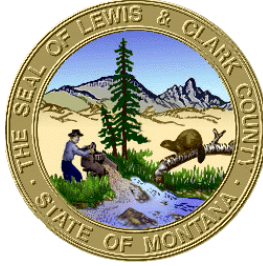
The Commissioners will consider the contract with Eagle Ridge Road Association for Rural Improvement District winter snow removal services in the 2024/2025 winter season.

Legal Review Required:

**ATTACHMENTS:**

Description	Type
☐ Memo	Staff Report
☐ Contract	Contract
☐ Exhibit A	Contract
☐ Contract Cover Sheet	Contract

Jessica Makus  
Special Districts Program Coord.  
Ph: 406-447-8029  
Fax: 406-447-8033



3402 Cooney Drive  
Helena, MT 59602

[jmakus@lccountymt.gov](mailto:jmakus@lccountymt.gov)

# LEWIS AND CLARK COUNTY

## Public Works Department

Date: December 10, 2024  
To: Board of County Commissioners  
From: Jessica Makus, Special Districts Program Coordinator  
Subject: Contract with Eagle Ridge Road Association for Snow Removal in Rural Improvement Districts

Before you this morning is a contract with Eagle Ridge Road Association to provide snow removal and related services within various rural improvement districts (RIDs) throughout Lewis and Clark County. Work under this contract will be completed on an on-call basis as the need for this maintenance arises in RIDs.

This maintenance was solicited through a Request for Qualifications, which were due on October 16, 2024. This type of solicitation was used with the intent to create a roster of qualified contractors to work with through the 2024/2025 winter season. Eighteen Statements of Qualifications (SOQs) were received and reviewed by public works department staff based on information included in the SOQ. This contract is number 18 of 18 that we will bring before the Commission.

Staff recommend approval of the contract with Eagle Ridge Road Association and authorize the Chair to sign contract documents.

## LEWIS AND CLARK COUNTY PUBLIC WORKS INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into between Lewis and Clark County, a political subdivision of the State of Montana, herein referred to as "COUNTY", and **Eagle Ridge Road Association** herein referred to as "CONTRACTOR", whose address is **5670 Eagle Ridge Road / P.O. Box 949, Helena, Montana 59624**; phone number is **(406) 475-4787**; Federal Employee Identification Number is **27-5101404**.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: COUNTY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to complete and perform the following services:

**Plow snow and/or sand the entire length of Eagle Ridge Road, excluding Windy Ridge Road and private driveways, when directed by the COUNTY as detailed in the attached and hereby incorporated Exhibit A, Request for Qualifications for 2024/2025 Winter Season Snow Removal Contractors.**

2. INDEPENDENT CONTRACTOR: It is understood by the parties hereto that the CONTRACTOR is an independent contractor and that neither its principals nor its employees, if any, are employees of Lewis and Clark County for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to Montana Code Annotated (MCA) Section 39-71-401, the CONTRACTOR has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder. COUNTY shall not have control over the performance of this agreement by CONTRACTOR or its employees, except to specify the time and place of performance. COUNTY shall not be responsible for security or protection of CONTRACTOR'S supplies or equipment.
3. WARRANTY: CONTRACTOR warrants that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty for a period of one (1) year from the time services are completed.
4. LIAISON: COUNTY'S designated liaison with the CONTRACTOR is Jenny Chambers, Director of Public Works or her designee. The CONTRACTOR'S designated liaison with the COUNTY is **Mark D. Reller**.
5. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR shall begin work upon approval of this Contract by both parties and extend through the end of the **2024/2025** winter snowplowing season.
6. COMPENSATION: COUNTY shall pay CONTRACTOR as compensation an annual payment of Thirteen Hundred Dollars (\$1,300.00). Payment shall be made in two installments: the first payment of 40% of the contract amount will be paid after September 15<sup>th</sup>, but before December 31<sup>st</sup>; and the second payment of 60% of the contract amount will be paid before March 31<sup>st</sup>. Payment will be made by COUNTY upon receipt of an invoice from the CONTRACTOR.
7. CONFLICT OF INTEREST: CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest.

8. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of COUNTY. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract.
9. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are the property of the COUNTY, which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the CONTRACTOR. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the COUNTY.
10. INDEMNIFICATION: CONTRACTOR waives all claims and recourse against County, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR'S performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR will indemnify, hold harmless, and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of the CONTRACTOR'S negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of Lewis and Clark County or its officers, agents or employees.
11. INSURANCE: CONTRACTOR shall maintain the following insurances:
- A. General Liability Insurance- CONTRACTOR shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000.00) for each occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate.
  - B. Workers Compensation Insurance- CONTRACTOR shall maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana or provide an Independent Contractor Exemption Certificate issued by the State of Montana Department of Labor and Industry.
  - C. Automobile Liability Insurance- CONTRACTOR shall maintain automobile liability under Paragraph 6.03.D. of the General Conditions from an insurance carrier licensed to do business in the State of Montana in the amount of:
    - a) Bodily Injury:
 

Each Person	\$1,000,000
Each Accident	\$1,000,000
    - b) Property Damage:
 

Each accident	\$1,000,000
(or)	
Combined Single Limit of	\$1,000,000
    - c) Automobile Coverage to Include:
      - a. All owned Autos
      - b. All Hired Autos
      - c. All Non-Owned Autos



CONTRACTOR's Automobile Liability Insurance may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. The same excess or umbrella insurance may also be used to satisfy the limits of General Liability Insurance and/or Employer's Liability.

**Proof of general liability, workers compensation insurance, and automobile liability insurance shall be provided to the COUNTY prior to commencing work under this Contract. The COUNTY must be listed as an additional insured on the general liability insurance certificate.**

12. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with applicable federal, state, and local laws, rules and regulations. CONTRACTOR or subcontractors doing work under this Contract will be required to obtain registration with the Montana Department of Labor and Industry. CONTRACTOR is responsible for obtaining any and all permits required to perform the Contract.
13. NONDISCRIMINATION: CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or sexual orientation.
14. PREFERENCE: CONTRACTOR unequivocally agrees to give preference to the employment of bona fide Montana residents in compliance with MCA Section 18-2-403 (1). Pursuant to MCA Section 18-2-409, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the CONTRACTOR shall ensure that at least 50% of the workers of the CONTRACTOR (including workers employed by subcontractors) working on the project will be bona fide Montana residents.
15. SPECIAL FUEL PERMIT: As stated in MCA Section 15-70-403(8-9), fuels used by the CONTRACTOR and their subcontractor(s) in connection with any work performed under contracts pertaining to the construction, reconstruction, or improvement of a highway or street and its appurtenances awarded by any public agencies, including federal, state, county, municipal or other political subdivisions, must be fuel on which Montana fuel tax has been paid.
16. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: The parties understand and agree that performance of this Contract is in Lewis and Clark County of Montana and that in the event of litigation concerning it, venue is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Contract will be construed under and governed by the laws of the State of Montana.
17. ATTORNEY FEES: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Contract, 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.
18. TERMINATION OF CONTRACT: Either party, upon thirty (30) days written notice to the other party, may terminate this Contract.

COUNTY:

CONTRACTOR:

Date: \_\_\_\_\_

Date: Nov 26 2024

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

Mark D. Reller  
Mark D. Reller, Vice President  
Eagle Ridge Road Association

ATTEST:

State of Montana  
County of Lewis and Clark

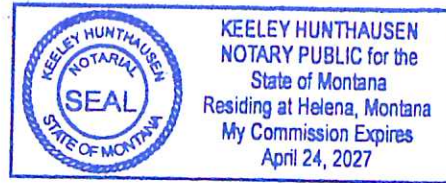
\_\_\_\_\_  
Amy Reeves, Clerk and Recorder

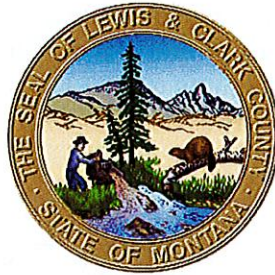
This instrument was acknowledged before me on 11/26/24 [date] by Mark D. Reller as Vice President of Eagle Ridge Road Association.

(Seal)

Keeley Hunthausen  
(Signature of Notarial Officer)

(Seal)





# LEWIS AND CLARK COUNTY

## Public Works Department

### LEWIS AND CLARK COUNTY, MONTANA REQUEST FOR QUALIFICATIONS SNOW REMOVAL AND RELATED SERVICES FOR THE HELENA VALLY RURAL IMPROVEMENT DISTRICTS

#### Introduction

Lewis and Clark County (hereafter, the “County”) is soliciting Statements of Qualifications (SOQ) to create a roster of qualified contractors to perform snow removal and related services within Rural Improvement Districts (RIDs) in Lewis and Clark County. The County will utilize the selected contractors through an on-call basis for the 2024/2025 winter season.

The County will review SOQs according to the criteria within this request. Once rostered, contractors will be required to supply a list of hourly rates for each snow removal equipment listed in the SOQ. Snow removal will be offered to the roster and contractor selections will be made based on cost, availability, equipment, and experience.

Any individual project with a total cost over \$25,000 will require a separate contract and be subject to prevailing wages and certified payroll reporting.

The County will oversee quality control, and contractors shall supply correct signage in accordance with the Manual on Uniform Traffic Control Devices for the safety of the traveling public during onsite work if needed, unless other arrangements are made through the County.

#### Scope of Services

Contractors will be requested to plow snow and/or apply sand to specific residential roads or other county properties as directed by the County. On occasion, heavy sanding may be requested, beyond what is normally applied. Rostered contractors will have the opportunity to include the cost for this additional service during contract negotiations.

County may order snow removal or related services directly for RIDs or set up trigger points for specific RIDs through solicitation. If a trigger point is established with a contractor in a specific RID or RIDs, the contractor shall remove snow when a snow event reaches the trigger point threshold established within the RID or RIDs.

**Solicitation Timeline**

Publication of Notices	September 7, September 14, 2024
Questions Due	September 16, 2024
Responses to Questions Posted on Website	September 20, 2024
SOQs Accepted Beginning Date	September 23, 2024
SOQ Final Acceptance Date	October 16, 2024

**SOQ Submission Requirements**

- Contractors shall submit **three (3) copies** of the Statement of Qualifications (SOQ)
- SOQs must be received no later than 4:00 PM on October 16, 2024
- SOQs must be sealed and prominently marked “**Snow Removal SOQ**”, and submitted to:  
 Lewis and Clark County Public Works Department  
 Attention: Snow Removal SOQ  
 3402 Cooney Drive  
 Helena, MT, 59602
- SOQs will be unsealed upon receipt beginning September 16, 2024, evaluated, and contracts offered immediately upon approval of qualifications. All SOQs must be received by October 16, 2024, to be considered for a contract.
- Contractors with questions related to this solicitation shall contact Jade Wills, at [jwills@lccountymt.gov](mailto:jwills@lccountymt.gov). Questions may be submitted until 4:00 PM on September 16, 2024. Responses to questions will be posted to the County’s website no later than September 20, 2024.
- A determination may be made of the contractor’s financial and operational stability to serve the County. Only SOQs from financially responsible organizations, as determined by the County, which are presently engaged in the business of providing snow removal and related services shall be considered.
- The County reserves the right to contact the selected contractor’s current and prior clients prior to the award of a contract.
- Any costs associated with the preparation of SOQs, product demonstrations, or any expenses related to responding to this solicitation are the sole responsibility of the contractor.

**SOQ Content Requirements**

- Name, address, contact information, Tax ID Number, Contractor Registration Number, and authorized signature of official approving the statement of qualifications.
- List of available equipment.
- A minimum of two (2) references from projects completed within the last year.

Types of equipment and a minimum of two (2) references should be summarized on the following worksheet and submitted with the completed signature page.

**Insurance**

*General Liability Insurance* – Contractor shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000) for each occurrence (minimum) and two million dollars (\$2,000,000) aggregate. The County must be listed as an additional insured on the liability insurance certificate.

*Workers Compensation Insurance* – Contractor shall maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana or provide a Workers Compensation Exemption Certificate.

*Automobile Liability Insurance* – Contractor shall maintain automobile liability from an insurance carrier licensed to do business in the State of Montana with the following limits:

- a) Bodily Injury:

Each Person	\$1,000,000
Each Accident	\$1,000,000
  
- b) Property Damage:

Each accident	\$1,000,000
(or)	
Combined Single Limit of	\$1,000,000
  
- c) Automobile Coverage to Include:
  - a. All owned Autos
  - b. All Hired Autos
  - c. All Non-Owned Autos

Contractor’s Automobile Liability Insurance may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. The same excess or umbrella insurance may also be used to satisfy the limits of General Liability Insurance and/or Employer’s Liability. Proof of general liability, workers compensation insurance and automobile liability insurance shall be provided to the County upon contract execution and prior to commencing any work.

**Selection**

All qualified contractors will be offered a contract. A contract is not a guarantee that services will be solicited. To be qualified, contractors must:

1. Be a registered Contractor with the State of Montana in good standing.
2. Be able to meet all insurance requirements.
3. Submit a Statement of Qualifications by October 16, 2024.
4. Contractors with unsatisfactory prior County contract performance that resulted in contract cancellation will not be considered.

## **Compensation**

Each RID must be invoiced separately for work completed and invoices shall be submitted within 30 days of completion. Invoices shall include:

- Contractor/Company name.
- RID name.
- Date of service.
- Invoice number.
- Type of service performed.
- Hourly cost for service that matches contract specifications.
- Materials cost provided above a typical sanding (for heavy applications of sand).
- Total cost for service.

**STATEMENT OF QUALIFICATIONS**

The following is a list of equipment available to perform listed activities:

**EQUIPMENT LIST:**

1972 Chevy Suburban	
7 ft. Meyer snow plow	
shovel	

**REFERENCE 1:**

<b>Contact Name:</b>	
<b>Business Name:</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>Email:</b>	
<b>Project Type/Date:</b>	

**REFERENCE 2:**

<b>Contact Name:</b>	
<b>Business Name:</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>Email:</b>	
<b>Project Type/Date:</b>	

**THE UNDERSIGNED CONTRACTOR** has become familiar with the services solicited by Lewis and Clark County. The Contractor agrees to follow and abide by all laws required in the State of Montana and Lewis and Clark County. The Contractor, having satisfied themselves of the services, does submit the statement of qualifications as follows:

**THE CONTRACTOR HEREBY PROPOSES AND AGREES**, if this SOQ is accepted, to enter into an Agreement, and assumes all obligations, duties, and responsibilities specified herein:

**THE UNDERSIGNED CONTRACTOR HEREBY CERTIFIES:**

1. This statement of qualifications is genuine and is not made in the interest of, or in the behalf of, any undisclosed person or firm, and is not submitted as a result of any agreement with any association, corporation, or group.
2. The Contractor has not directly or indirectly induced or solicited any other Contractors to put in a false or sham statement of qualifications.
3. The Contractor has not solicited or induced any person or firm to refrain from also submitting a statement of qualifications.
4. The Contractor has not sought by collusion to obtain any advantage over any other Contractor or over Lewis and Clark County.



Contractor Business Name: Eagle Ridge Road Association  
Business Address: PO Box 949  
Helena, MT 59624  
Point of Contact Name: Mark D. Reller  
Telephone No.: 406-475-4787  
Contact E-Mail: erda@mt.net  
Tax ID Number Exempt  
Contractor Registration No.: \_\_\_\_\_

Signature of authorized company official approving the SOQ as submitted:

Mark D. Reller, by Mark Reller ERRA only  
[sign here]

Name: Mark D. Reller  
Title: Liaison  
Date: 10/15/2024

**Submit completed SOQ to:**

Lewis and Clark County Public Works Department  
Attention: Snow Removal SOQ  
3402 Cooney Drive  
Helena MT, 59602

## **Standard Terms and Conditions**

*By submitting a response to this Request for Qualifications, the contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation.*

### **1. Authority**

This Request for Qualifications (RFQ) is issued under the authority of the Lewis and Clark County Purchasing Policy. The RFQ process is a procurement option which allows the award to be based on evaluation of contractor qualifications. The relative importance of all evaluation criteria is found herein and only the evaluation criteria outlined in the RFQ will be used. Lewis and Clark County (herein, the "County") reserves the right to accept or reject any or all statements of qualifications, wholly or in part, and to make awards in any manner deemed in the best interest of the County.

### **2. Competition**

Lewis and Clark County encourages free and open competition among contractors to obtain quality, cost-effective services and products. Whenever possible, specifications, invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the County's needs and accomplishment of a sound economical operation.

Prior to the award of the contract, statements of qualifications may be held by Lewis and Clark County for a period not to exceed 90 days from the date of the opening of statements of qualifications for the purpose of reviewing statements of qualifications and investigating the qualifications of the contractors.

### **3. Public Inspection of Statement of Qualifications**

All information received in response to this RFQ, including copyrighted material, is deemed public information and with one exception will be available for public viewing and copying after the statement of qualifications deadline.

The public will not be able to view bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA. The purchasing officer will remove any such trade secrets from the SOQ prior to public viewing.

### **4. Bona Fide Trade Secrets**

Confidential information meeting the requirements of Title 30, Chapter 14, Part 4, MCA will be available for review only by the purchasing officer, the evaluation committee members, and limited other designees. Before the SOQ is made available to the public, the purchasing officer will remove the confidential information if the following conditions are met:

- Confidential information is clearly marked and separated from the rest of the statement of qualification; and
- No confidential material is contained in the qualification section; and

- An affidavit from the contractor's legal counsel attesting to and explaining the validity of the trade secret claim is attached to the statement of qualifications.

The contractor shall pay all legal costs and fees associated with defending a claim for confidentiality if a “right to know” request is received from another party.

In order for a contractor to request that material be kept confidential, a notarized Affidavit for Trade Secret Confidentiality shall be provided by the contractor’s attorney acknowledging that material included in a statement of qualification is open to public inspection except for information that meets the provisions of Montana’s Uniform Trade Secrets Act.

**5. Classification of Statement of Qualifications as Responsive or Non-responsive**

All statements of qualifications will be classified as either “responsive” or “non-responsive.” A statement of qualifications is considered “responsive” if it conforms in all material respects to the requirements of the RFQ. A statement of qualifications may be found non-responsive if:

- Required information is not provided.
- The statement of qualifications does not conform to the specifications described and required in the RFQ.

If a statement of qualifications is found to be non-responsive, it will receive no further consideration.

**6. Determination of Contractor Responsibility**

The purchasing officer and/or the selection committee will decide whether a contractor has met the standards of responsibility based on the requirements of the RFQ. Factors used to determine the responsibility may include whether the contractor has:

- The appropriate financial, material, equipment, or human resources to meet all contractual requirements;
- A satisfactory record of integrity;
- The legal ability to contract with the County;
- Provided all information requested for use in the determination of responsibility; and
- A satisfactory record of past performance.

A contractor may be deemed “non-responsible” at any time during the procurement process if information surfaces to support such a determination.

**7. Evaluation of Statements of Qualifications and Contractor Interviews/Product Demonstration**

The remaining statements of qualifications will be scored according to the evaluation criteria stated herein. The selection committee may ask finalists to appear for interviews or product demonstrations or to provide written responses to items requiring clarification. Any costs associated with interviews or product demonstrations are the sole

responsibility of the contractor.

**8. County's Right to Investigate and Reject**

Lewis and Clark County may make such investigations as are deemed necessary to determine the ability of the contractor to provide the product or services specified. The County reserves the right to reject any statement of qualifications if the evidence obtained fails to satisfy the County that the contractor is properly qualified to perform the obligations of the contract. This includes the County's ability to reject a statement of qualifications based on negative references.

**9. Contractor Selection and Contract Execution**

After an evaluation of the contractor, interviews, and/or product demonstrations, the selection committee will recommend a contract award, which the purchasing officer will communicate to the contractor selected. The County intends to award a contract to all qualified contractors. The work described in the RFQ may begin only after the contract is signed by all parties.

**10. County's Rights Reserved**

Submission of a statement of qualifications confers no rights upon any contractor and shall not obligate the County in any manner whatsoever. Lewis and Clark County reserves the right to make no award and to solicit additional statements of qualifications at a later date.

The RFQ in no way constitutes a commitment by the County to award and execute a contract. If such actions are deemed in its best interests, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this RFQ;
- Reject any or all statements of qualifications received in response to this RFQ;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFQ; and/or
- If awarded, suspend contract execution or terminate the resulting contract if the County determines adequate funds are not available.

**11. Nondiscrimination**

In accordance with federal and state laws, the contractor agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following:

- Employment upgrading;
- Demotion or transfer;
- Recruitment or recruitment advertising;
- Lay-offs or terminations;
- Rates of pay or other forms of compensation;
- Selection for training; or
- Rendition of services.

Contractors and the awardee shall comply with all federal, state, and local laws, rules and regulations. Contractors and the awardee and any of the contractors' and the awardee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

It is further understood that any contractor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from Lewis and Clark County unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

#### **12. Cone of Silence**

A cone of silence shall be established on all Lewis and Clark County competitive selection processes. The cone of silence prohibits any communication regarding a competitive solicitation between any contractor (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County official (elected or appointed), employee, selection committee member, or other persons authorized to act on behalf of the County other than the individual outlined as the point of contact in this solicitation.

The cone of silence shall be in effect from the time of advertisement until contract award. Violations of the cone of silence may be grounds for disqualification from the selection process. The cone of silence shall not apply to communications with the established point of contact in this solicitation or at any public proceeding or meeting.

The cone of silence shall terminate when the Board or a County employee authorized to act on behalf of the Board awards or approves the Contract, rejects all offers or responses, or otherwise takes action to end the selection process.

#### **13. Protest Procedure**

A contractor aggrieved in connection with the solicitation or award may protest in accordance with the procedure outlined in the Lewis and Clark County purchasing policy.

### **End of Request for Qualifications**



**EAGLE RIDGE ROAD ASSOCIATION**

PO Box 949  
Helena, MT 59624  
Phone (406) 475-4787

OCTOBER 15, 2024

**TO:**  
Lewis and Clark County Public Works  
Attention: Snow Removal SOQ  
3402 Cooney Dr.  
Helena, MT 59602

**FOR:**  
2024/2025 Snow Removal SOQ

DESCRIPTION			
<p>Eagle Ridge Road Association submits 3 copies of the Statement of Qualification (SOQ).</p> <p>Eagle Ridge Road Association has been snowplowing and sanding Eagle Ridge Road for more than 20 years.</p> <p>Thank you for your consideration.</p>			



# CONTRACT COVER SHEET

*This form is required for all procured contracts and must be completed before the contract is transmitted to the contractor/consultant. This form does not apply to grant awards, grant contracts, sub-awards, or intergovernmental agreements. Include this completed form as a standalone attachment in Novus when submitting the contract for approval.*

- Project Name/Novus Title:
- Standard Lewis and Clark County contract template used: **YES**      **NO**
  - Legal has completed review of agreement: **YES**      **NO**
- Procurement method: **NOT APPLICABLE** (Explain in comment box)
  - For methods other than Small Purchase, attach documentation of procurement method used (e.g., limited solicitation summary form or copy of formal solicitation).
- Purchase is an exception from standard procurement procedures, per county policy: **YES**      **NO**
  - If YES, provide exception request form.

- Budget Authority: **YES**      **NO**      **NOT APPLICABLE**
- Is this a public works contract subject to prevailing wage requirements? "Public works contract" means a contract for construction services or for non-construction services [as defined in 18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES**      **NO**
  - If YES, is project subject to performance and payment bonds per 18-2-201, MCA? **YES**      **NO**
- Is project subject to 1% Contractor's Gross Receipts Tax\* (CGR)? **YES**      **NO**
  - If YES, submit CGR form to Finance Department.
- Is this contract funded through a grant? **YES**      **NO**      **IF YES, COMPLETE NEXT PAGE.**

Additional comments:

Signatures:

\_\_\_\_\_  
Elected Official/Department Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Officer or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Officer or Designee

\_\_\_\_\_  
Date





# CONTRACT COVER SHEET

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## **CONTRACTS FUNDED WITH GRANTS:**

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

**Include a copy of the grant/contract funding the contract.**

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES**      **NO**
  - If YES, Contract section(s) with grant requirements included:
- *Are there state or federal Davis-Bacon requirement for the project?* **YES**      **NO**
  - *If YES, have these requirements been incorporated into the contract?* **YES**      **NO**

## **For Contracts Funded with Federal Grants:**

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). Debarment/suspension checks are done in the System for Award Management (SAM; [www.sam.gov](http://www.sam.gov)), which requires a login to access. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file. If available, provide the contractor's Unique Entity Identifier (UEI) below; debarment/suspension checks are most easily completed with UEIs.

## **Contractor's UEI:**

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, [amccauley@lccountymt.gov](mailto:amccauley@lccountymt.gov), 406-447-8383, City-County Building, Room 225

Signature:

\_\_\_\_\_  
Grants Administrator or Designee

\_\_\_\_\_  
Date

---

## **Administrative Use Only**

Date of debarment/suspension check in SAM

Passed: YES      NO

FFATA Reporting Needed? YES      NO

Reporting Period:



Contract Between Lewis and Clark County and Shaffners Bindery. (Myrna Austin)

Presented By:

Summary:

The Commissioners will consider the contract with Shaffners Bindery, in the amount of \$24,000 for repair of record books in the Clerk and Recorders Records Department.

Legal Review Required:

**LEWIS AND CLARK COUNTY  
GRANTS APPROVAL FORM**

**Grant name:** Digital Record Preservation & Searchable Archive Project

**Grant/Contract number:** ARPA (DA2311)

**Funding source:**

**Federal Agency:**

**State Agency:** Montana

**ARRA funding?** No

**Award amount:** \$347,027.00

**Hard Match required:**

**Soft Match required:**

**Indirect Cost Rate amount:**

**Grant/Contract Period:** **Start:** 12/2/2024 **End:**

**Catalog of Federal Domestic Assistance number:**

**Separate fund needed for accounting purposes?** No

**Is this project in the current fiscal budget?** Yes  
*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:** work performed

**Contact Person/Phone number:** 4064478337

**County Department:** Treasurer/ Clerk/ Rec.

**County Assigned Project number:** ARPA (DA2311)

**Salaries to be paid by grant?** No

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Contract Cover Sheet Shaffners Bindery	Attachment
<input type="checkbox"/> Shaffners Bindery Contract	Attachment
<input type="checkbox"/> Contract Exhibit A & B	Attachment
<input type="checkbox"/> Contract Exhibit C	Attachment
<input type="checkbox"/> Certificate of Liability Insurance	Attachment



# CONTRACT COVER SHEET

This form is required for all procured contracts and must be completed before the contract is transmitted to the contractor/consultant. This form does not apply to grant awards, grant contracts, sub-awards, or intergovernmental agreements. Include this completed form as a standalone attachment in Novus when submitting the contract for approval.

- Project Name/Novus Title: Digital Record Preservation & Searchable Archive Project
- Standard Lewis and Clark County contract template used: YES  NO 
  - Legal has completed review of agreement: YES  NO
- Procurement method: Small Purchase NOT APPLICABLE  (Explain in comment bo
  - For methods other than Small Purchase, attach documentation of procurement method used (e.g., limited solicitation summary form or copy of formal solicitation).
- Purchase is an exception from standard procurement procedures, per county policy: YES  NO 
  - If YES, provide exception request form.
- Budget Authority: YES  NO  NOT APPLICABLE
- Is this a public works contract subject to prevailing wage requirements? "Public works contract" means a contract for construction services or for non-construction services [as defined in 18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? YES  NO 
  - If YES, is project subject to performance and payment bonds per 18-2-201, MCA? YES  NO
- Is project subject to 1% Contractor's Gross Receipts Tax\* (CGR)? YES  NO 
  - \*\$80,000 or more, public funds being expended, and work done on publicly-owned property.
  - If YES, submit CGR form to Finance Department.
- Is this contract funded through a grant? YES  NO  IF YES, COMPLETE NEXT PAGE.

Additional comments:

\$24,000 Contract for repair of record books.

Signatures:

Elected Official/Department Director

11/19/24  
Date

Purchasing Officer or Designee

11/26/24  
Date

Finance Officer or Designee

11/27/24  
Date



# CONTRACT COVER SHEET

## CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor. **Include a copy of the grant/contract funding the contract.**

- Grant funding source and grant award/contract number: ARPA (DA2311)
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? YES  NO 
  - If YES, Contract section(s) with grant requirements included: Exhibit C
- Are there state or federal Davis-Bacon requirement for the project? YES  NO 
  - If YES, have these requirements been incorporated into the contract? YES  NO

## For Contracts Funded with Federal Grants:

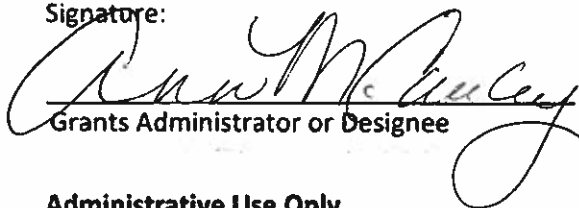
All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). Debarment/suspension checks are done in the System for Award Management (SAM; [www.sam.gov](http://www.sam.gov)), which requires a login to access. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file. If available, provide the contractor's Unique Entity Identifier (UEI) below; debarment/suspension checks are most easily completed with UEIs.

Contractor's UEI:

DVDSUS6G8DA7

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, [amccauley@lccountymt.gov](mailto:amccauley@lccountymt.gov), 406-447-8383, City-County Building, Room 225

Signature:

  
Grants Administrator or Designee

Date

11/25/24

## **Administrative Use Only**

Date of debarment/suspension check in SAM

11/26/24

Passed: YES  NO

FFATA Reporting Needed? YES  NO

ARPA

Reporting Period:

# **LEWIS AND CLARK COUNTY PROFESSIONAL SERVICES CONTRACT**

An agreement made between Lewis and Clark County, a political subdivision of the State of Montana, herein referred to as “COUNTY”, and Shaffner’s Bindery, LLC, herein referred to as “CONSULTANT”, whose address is 3305 Pattee Canyon Road, Missoula, Montana, 59803, phone number is (406) 251-2699, and Federal Employee Identification Number is 81-4797009.

THE PARTIES AGREE AS FOLLOWS:

1. EMPLOYMENT OF THE CONSULTANT: The COUNTY hereby employs CONSULTANT as an independent contractor to complete and perform repair and restoration of historical books services needed for the Digital Record Preservation & Searchable Archive Project. The COUNTY reserves the right to choose key personnel that it feels are most suited to the specific task.
2. SCOPE OF SERVICES: The CONSULTANT will perform the Book Repair and Restoration services as shown in the attached and incorporated Exhibit A, which lists the scope of services relating to the Digital Record Preservation & Searchable Archive Project.
3. INDEPENDENT CONTRACTOR: The parties agree that CONSULTANT is an independent contractor of the COUNTY and not an employee or agent of the COUNTY and is not entitled to workers compensation or any benefit of employment with the COUNTY. The COUNTY will not have control over the performance of this agreement by the CONSULTANT or its employees, except to specify the time and place of performance. The COUNTY will not be responsible for security or protection of the CONSULTANT’S supplies or equipment.
4. WARRANTY: The CONSULTANT will perform all services in a professional manner. CONSULTANT will hold harmless the COUNTY from any loss or damage resulting from the actions of the CONSULTANT in those phases of the project to which this agreement applies. CONSULTANT acknowledges that it will be liable for any breach of this warranty.
5. LIAISON: The COUNTY’S designated liaison with the CONSULTANT is Myrna Austin, Records Supervisor, or their designee. The CONSULTANT’S designated liaison with the COUNTY is Carol Shaffner.
6. EFFECTIVE DATE AND TIME OF PERFORMANCE: The CONSULTANT will commence work upon approval of this Contract by both parties, and shall complete the described work by November 30, 2026.
7. COMPENSATION: For the satisfactory completion of the services described in Exhibit A the COUNTY will pay the CONSULTANT time and materials for a total sum not to exceed Twenty-four thousand dollars (\$24,000.00). CONSULTANT shall submit monthly invoices to the COUNTY based on Exhibit B, Schedule of Billing Rates. The COUNTY shall pay invoices within 30 days of invoice date.

8. CONFLICT OF INTEREST: The CONSULTANT covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further covenants, that in performing this Contract, it will employ no person who has any such interest.
9. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONSULTANT may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of the COUNTY. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.
10. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by the CONSULTANT pursuant to this Contract are the property of the COUNTY which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the COUNTY's sole risk and without liability or legal exposure to the CONSULTANT. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the COUNTY.
11. INDEMNIFICATION: CONSULTANT and the COUNTY shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages and expenses, including reasonable attorneys' fees, related to or arising out of their respective intentional malfeasance or negligent performances in connection with the work described in this Contract.
12. INSURANCE: CONSULTANT shall maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate. CONSULTANT also shall maintain workers compensation insurance. Both general liability and workers compensation insurance must be from an insurance carrier licensed to do business in the State of Montana. CONSULTANT agrees to furnish proof of insurance to the COUNTY prior to commencing work under this agreement. The COUNTY must be listed as an additional insured on the general liability insurance certificate for this agreement. Insurance certificates will be attached to this agreement.
13. COMPLIANCE WITH LAWS: CONSULTANT shall comply with all federal, state, and local laws, rules and regulations. CONSULTANT shall also comply with the applicable federal laws, rules, and regulations provided in **Exhibit C** of this agreement.
14. NONDISCRIMINATION: The CONSULTANT will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or sexual orientation.

15. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: Performance of this contract is in Lewis and Clark County of Montana and venue for any litigation arising from performance of this contract is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Contract will be construed under and governed by the laws of the State of Montana.
16. ATTORNEY 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.
17. TERMINATION: Either party may terminate this agreement upon thirty (30) days written notice to the other party. In the event of termination, the CONSULTANT will be compensated for services performed prior to termination. This does not include any compensation for anticipated profit on the value of services not performed.



COUNTY:

CONSULTANT:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Carol Shaffner, Owner  
Shaffner's Bindery LLC

ATTEST:

State of \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_  
Amy Reeves, Clerk and Recorder

This instrument was acknowledged before  
me on \_\_\_\_\_ [date] by  
as \_\_\_\_\_ of \_\_\_\_\_ .

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

(Seal)

## **Exhibit A: Scope of Work**

### **Background:**

The Lewis and Clark County Clerk and Recorder Records Department is responsible for recording, and indexing deeds, mortgages, surveys, mining work, resolutions, military discharges, and numerous other documents for the County and maintaining these documents permanently. The Department also files birth and death records, federal tax liens, liens, and notices of action and judgments.

The Records Department houses record books dating from 1864 to 2007 that require repair. Approximately 115 record books have been identified as needing repair work to preserve their historical value.

### **Scope of Work:**

The CONSULTANT shall complete the following under this Contract:

- Professional repair of historical County record books at a maximum cost of \$300 per book, including materials and supplies. Depending on each book's repair need, restoration work shall include reattaching spines, repairing book bindings, and re-attaching loose pages.
- A total of approximately 80 books shall be repaired, depending on the degree of repair needed for each book.
- Repair of eight books per month (on average) except during the summer/fire season (June-September) due to fire risk at the bindery. During these months, zero to four books per month may be repaired.
- Travel to and from the Lewis and Clark County Clerk and Recorder Records Office located at 316 N. Park Ave., Helena, MT to pick up books and return repaired books at a cost of \$100 per round trip. Trips by CONSULTANT shall be pre-approved by COUNTY Liaison prior to each trip.

**Exhibit B: Project Schedule and Schedule of Billing Rates**

<b>Project Schedule</b>		
<b>Task</b>	<b>Schedule</b>	
Initial Purchase of Materials and Supplies	December 2024	
Repair Start Date	January 2, 2025	
Repair and Reconstruction Complete	November 30, 2026	
Final Delivery of Repaired Books and Final Invoice Submitted to County	December 11, 2026	
<b>Schedule of Billing Rates</b>		
<b>Task</b>	<b>Amount</b>	<b>Invoice Schedule</b>
Charge per repaired book, including materials and supplies	Up to \$300*	Monthly
Monthly roundtrip travel to/from Helena	\$100	Monthly
Approximate monthly billing amount based on 8 book repairs per month**	\$2,500	Monthly

\*Amount will vary depending on the degree of repair work needed for each book. Materials and supplies may be purchased in advance of book repair.

\*\*Monthly amount may vary in summer/fire season months based on fire risk to the bindery.

## EXHIBIT C

The contract to which this addendum is attached is made using federal assistance provided to Lewis and Clark County by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to the CONTRACTOR, as a contractor of Lewis and Clark County, according to the County’s Award Terms and Conditions signed on June 15, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. **Equal Opportunity.** CONTRACTOR shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. **Minority and Women Business Enterprises.** CONTRACTOR hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, CONTRACTOR hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
  - a. Including qualified women’s business enterprises and small and minority businesses on solicitation lists;
  - b. Assuring that women’s enterprises and small and minority businesses are solicited whenever they are potential sources;
  - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women’s business enterprises;
  - d. Where the requirement permits, establishing delivery schedules which will encourage participation by women’s business enterprises and small and minority business;
  - e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
  - f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

3. **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the CONTRACTOR is required to verify that none of CONTRACTOR’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The CONTRACTOR must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Lewis and Clark County. If it is later determined that the CONTRACTOR did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONTRACTOR agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended\***. CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. CONTRACTOR shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

\*Purchases over \$100,000 - CONTRACTOR must sign the certification on the last page of this exhibit.

5. **Access to Records**. The CONTRACTOR agrees to provide the Lewis and Clark County, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.

The CONTRACTOR agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

6. **Rights to Inventions Made Under a Contract or Agreement**. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)**. (Applies

**only to purchases over \$100,000, when laborers or mechanics are used.)** Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. **Clean Air Act & Federal Water Pollution Control Act. (applies to purchases of more than \$150,000.)** The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The CONTRACTOR agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Lewis and Clark County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. **Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE).** CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
- a. Procure or obtain;
  - b. Extend or renew a contract to procure or obtain; or
  - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

10. **Procurement of Recovered Materials: (applies only if the work involves the use of materials).** In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. **Publications.** Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP4035 awarded to Lewis and Clark County by the U.S. Department of the Treasury.”
12. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), CONTRACTOR is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.
13. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONTRACTOR is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
14. **Title VI of the Civil Rights Act of 1964 – Protections to persons with Limited English Proficiency.** The CONTRACTOR and any of the CONTRACTOR’s sub-grantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22,

which are herein incorporated by reference and made a part of this contract or agreement.

15. **Drug-Free Workplace.** The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Governmentwide implementation (2 CFR §182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). By signing the application, the AOR agrees that the recipient will provide a drug-free workplace and will comply with the requirement to notify SAMHSA if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR § 182; HHS implementing regulations are set forth in 2 CFR § 382.400.
  
16. **Mandatory Disclosures.** Consistent with 45 CFR § 75.113, applicants and recipients must disclose in a timely manner, in writing to the COUNTY, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the COUNTY all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 45 CFR § 75.371 – Remedies for noncompliance, including suspension or debarment (see 2 CFR §§ 180 & 376 and 31 U.S.C. 3321).
  
17. **Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2\_**  
**CFR § 175.** The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:
  - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b) Procure a commercial sex act during the period of time that the award is in effect;or,
  - c) Use forced labor in the performance of the award or subawards under the award.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT</b> LIANNE FLUHARTY	
	TOM LARSON AGENCY 1230 WEST KENT AVE MISSOULA, MT 59801	NAME: PHONE: (A/C. No. Ext): 406-542-2101	FAX: (A/C. No.): 406-542-7442
		E-MAIL: ADDRESS: LIANN.M.FLUHARTY.TYB0@STATEFARM.COM	NAIC # 25143
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : State Farm Fire and Casualty Company	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

**INSURED**

SHAFFNER, GEOFFERY DBA SHAFFNER'S BINDER  
3305 PATTEE CANYON RD  
MISSOULA, MT 59803

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD. SUB. INSD. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	96-BA-P855-4	08/13/2024	08/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					COMBINED SINGLE LIMIT \$ (Ea accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NOT OWNED AUTOS ONLY					PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	UMBRELLA LIAB EXCESS LIAB DED. RETENTION \$ OCCUR CLAIMS-MADE					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
BOOK BINDING

### CERTIFICATE HOLDER

LEWIS AND CLARK COUNTY  
316 NORTH PARK AVE  
HELENA, MT 59623

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

## SUBCONTRACTOR AGREEMENT BETWEEN

Michigan Public Health Institute  
2436 Woodlake Circle, Suite 300  
Okemos, MI 48864

and

Lewis and Clark County  
1930 9<sup>th</sup> Avenue  
Helena, MT 59601

FEIN: 1383

**THIS AGREEMENT** is by and between the MICHIGAN PUBLIC HEALTH INSTITUTE, a Michigan nonprofit corporation ("MPHI"), and Lewis and Clark County, ("Subcontractor").

1. **Acknowledged Facts.** MPHI has entered into a contract with Health Resources Services Administration (HRSA)/Maternal and Child Health Bureau (MCHB)/US Department of Health and Human Services (DHHS) to be a data Center for Child Death Review program across the country ("Funding Source Agreement"). MPHI desires to subcontract with Subcontractor to provide services necessary for MPHI to carry out its obligations under the Funding Source Agreement. This agreement constitutes a vendor relationship.
2. **Subcontractor Services.** Subcontractor shall perform the services described in Exhibit A. Subcontractor shall perform the services in compliance with all terms of the Funding Source Agreement. In the event of a conflict between the Funding Source Agreement and any term in this Agreement, the Funding Source Agreement shall control. A copy of the Funding Source Agreement is attached to this Agreement as Exhibit C. Subcontractor shall provide the necessary administrative, professional, and technical staff for performance of the services.
3. **Term of Agreement; Termination Without Cause.** The Subcontractor shall begin providing the services described above on July 1, 2024 and shall continue those services through December 31, 2024 ("End Date") or the date of termination, whichever occurs first. Either party may terminate this Agreement at any time without cause by giving thirty (30) days advance written notice to the other party. Termination under this section shall not prejudice either party's remedies for any breach occurring before termination. No costs to MPHI will be incurred after the date of termination or End Date, whichever occurs first.
4. **Payment.** Payments shall be paid according to the program budget or schedule attached as Exhibit B.
5. **Reimbursement and Return of Funds by Subcontractor.** Upon termination of this Agreement, Subcontractor shall immediately return to MPHI any funds in the Subcontractor's possession that Subcontractor has not earned or is otherwise not entitled to keep under this Agreement. If any court or governmental agency orders MPHI to return any grant funds, Subcontractor shall return to MPHI on demand any portion of those grant funds that were paid to Subcontractor.
6. **Fees, Charges or Contributions.** Subcontractor shall not solicit or require any fees or charges from any third party for services or materials provided by Subcontractor under this Agreement without the prior written approval of MPHI.

7. **Records, Reporting, and Access.** Subcontractor shall maintain records relating to its services provided under this Agreement in accordance with generally accepted accounting practices and in accordance with reasonable requirements of MPHI and the Funding Source Agreement, and in a form sufficient to permit MPHI to verify the Subcontractor's costs, expenditures and other activities incurred pursuant to this Agreement. MPHI and any funding sources identified in the Funding Source Agreement, shall have access to all of Subcontractor's records relating to its services under this Agreement within 10 calendar days of providing notification at reasonable times, including but not limited to canceled checks, invoices, vouchers, purchase orders, subcontracts, time sheets, mileage records and all other records relating to services and expenditures. MPHI and the funding source shall be entitled to perform audits of all of Subcontractor's records described in this section. Subcontractor shall maintain records relating to the services provided under this Agreement until a final audit has been performed to MPHI's satisfaction or until four (4) years after termination of this Agreement, whichever occurs first.
8. **Ownership of Property Purchased with Funding Source Funds.** All property purchased by Subcontractor in whole or in part with funds authorized under this Agreement, the cost of any single item of which exceeds \$5,000, shall be owned by and remain the property of MPHI. Upon termination of this Agreement, all of that property shall be returned immediately to MPHI if requested by MPHI in writing.
9. **Compliance with Laws, Regulations, and MPHI Policies and Assurances.**
  - A. **Nondiscrimination.** This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, national origin, age, sex, sexual orientation, gender identity, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information. . Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

The Subcontractor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting here from, will contain a provision requiring non-discrimination in employment, service delivery and access, as herein specified binding upon each subcontractor.

The Subcontractor shall adhere to all other applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

1. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
2. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
3. Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended
4. Title VI of the Civil Rights Act of 1964 (P.L. 88-352)

5. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683 and 1685-1686)
6. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794)
7. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107)
8. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended
9. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended
10. §§523 and 527 of Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
11. Any other nondiscrimination provisions in the specific statute(s) under which federal assistance is being made;
12. The requirements of any other nondiscrimination statute(s) which may apply to the Agreement.

The Subcontractor shall not discriminate against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting.

Subcontractor acknowledges that discrimination is a material breach of this agreement.

- B. **Pro-Children Act.** The Contractor will comply with the Pro-Children Act of 1994 (PL 103-227; 20 USC 6091 et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; services providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children(WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Contractor also assures that this language will be included in any subawards which contain provisions for children's services.

The Contractor also assures, in addition to compliance with Public Law 103-227, any service or activity funded in whole or in part through this Contract will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Contractor. If activities are delivered in facilities or areas that are not under the control of the Contractor (e.g., a mall, restaurant or private work site), the activities or services shall be smoke-free.

- C. **Anti-Lobbying Act.** The Subcontractor will comply with the Anti-Lobbying Act, 31 USC 1352, as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Departments of Labor, Health and Human Services and Education, and Related Agencies

Appropriations Act (Public Law 104-208). Further, the Subcontractor shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- D. **Human Research Subject Protections.** The subcontractor will comply with MPHI's Federalwide Assurance of Protection for Human Subjects. This assurance specifies: guidance of research activities involving human subjects according to the ethical principles of The Belmont Report; compliance with the procedural standards of 45 CFR 46 (and its Subparts A, B, C, and D) for all human subject research regardless of funding source; and the designation of the MPHI Institutional Review Board (IRB) for review of research under the assurance.
- E. **HIPAA.** The Subcontractor will comply with all applicable Administrative Simplification requirements specified in the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 and all regulations promulgated thereunder. The Subcontractor will comply with the HIPAA Privacy Rule and Security Rule (45 CFR Parts 160, 162 and 164, Standards for Privacy of Individually Identifiable Health Information).
- F. **Mandatory Disclosures.** The subcontractor must disclose to MPHI, in writing within 10 days of receiving notice of any litigation, investigation, arbitration, or other proceeding involving subcontractor, or an officer or director of Subcontractor or subcontract, or that arises during the term of this Agreement including:
1. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement.
  2. A criminal proceeding;
  3. A parole or probation proceeding;
  4. A proceeding under the Sarbanes-Oxley Act;
  5. A civil proceeding involving:
    - a. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
    - b. A governmental or public entity's claim or written allegation of fraud; or
    - c. A proceeding involving any license that Subcontractor is required to possess in order to perform under this Agreement.
- G. **Conflict of Interest and Code of Conduct Standards.**
1. The Subcontractor is subject to the provisions of Michigan 1968 PA 317, Michigan 1973 PA 196, and Title 2 CFR, Section 200.318(c)(1) and (2).
  2. The Subcontractor will uphold high ethical standards and is prohibited from:
    - a. Having an interest that would conflict with this Agreement;
    - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
    - c. Attempting to influence or appearing to influence any MPHI or state employee by direct or indirect offer of anything of value; or

- d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
3. The Subcontractor must immediately notify MPHI of any violation or potential violation of these standards. This Section applies to Subcontractor and any of its subcontractors.

H. **Confidentiality and Privacy Practice.** Subcontractor shall not use MPHI's name in any way without MPHI's prior written consent. Other than in the performance of this Agreement, subcontractor shall not disclose, publish or use at any time, either before or after termination of this Agreement, any confidential information concerning MPHI or any other person or entity. Confidential information shall include, but not be limited to, data collected, stored or managed on behalf of MPHI, information concerning MPHI or any other person or entity not generally known to the public, including, but not limited to, personal or private information concerning any individual, contracts, criminal records, financial information or other processes, records or documents, or any other information allowing the identification of which person or entity furnished data in connection with services provided under this Agreement. Subcontractor must have appropriate safeguards in place to protect the confidentiality of MPHI data. If the Subcontractor is handling identifiable data on behalf of MPHI on a project classified as privacy-sensitive by the MPHI IRB/Privacy Panel, the Subcontractor agrees to implement the privacy requirements detailed in Exhibit D (see Exhibit D attached). Subcontractor must provide, if requested, adequate information on the scope of work to facilitate screening of the project by the MPHI IRB/Privacy Panel. The MPHI program contact will notify the Subcontractor if the project is classified as privacy-sensitive. Failure to implement appropriate safeguards and/or to abide by the terms of Exhibit D is grounds for termination of this contract. The inadvertent disclosure through negligence of confidential information or data concerning MPHI is grounds for termination of this contract.

I. **Other Laws.** Subcontractor shall comply with all other applicable federal, state and local laws, ordinances, guidelines, rules and regulations in carrying out the terms of this Agreement, including, but not limited to, the following clauses incorporated by reference, with the same effect as if they were given in full text:

1. The provisions of the Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
2. The provisions of 29 CFR Part 471, Appendix A to Subpart A: Notification of Employee Rights Under Federal Labor Laws. Appendix A is available at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>.
3. The whistleblower rights and remedies in the Pilot Program on Contractor Employee Whistleblower Protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

10. **Independent Contractor.** The Subcontractor is an independent contractor for MPHI and neither the Subcontractor nor any of its employees or agents shall be treated as employees of MPHI. Subcontractor will not represent either itself or any of its employees or agents as employees of MPHI. Subcontractor shall be responsible for all compensation, fringe benefits, and other obligations due to its employees,

including but not limited to the withholding and payment of all applicable employment, income and social security taxes to federal, state and local governments. Subcontractor shall also comply with all workers' compensation laws applicable to its business and will provide to MPHI proof of its compliance with this section upon request by MPHI. If any court or administrative agency determines that Subcontractor or any of its employees or agents should be treated as employees of MPHI instead of independent contractors, Subcontractor agrees to reimburse MPHI on demand for all expenses and costs incurred by MPHI as a result of that determination, including but not limited to reasonable attorneys' fees, taxes, interest, penalties and damages.

11. **Indemnification and Insurance.** Subcontractor shall defend, indemnify and hold MPHI and its officers, directors, agents and employees harmless from all claims, liabilities, and expenses (including but not limited to reasonable attorney fees and costs) arising out of any action by Subcontractor or any of its agents, employees or subcontractors in connection with the services to be provided under this Agreement. During the term of this Agreement, Subcontractor, if working under an FEIN, shall maintain at its own expense Commercial General Liability insurance, including broad form contractual liability insurance, in amounts satisfactory to MPHI and in amounts sufficient to cover Subcontractor's liability under this Agreement. During the term of this Agreement, Subcontractor, if working under their SSN, shall maintain at its own expense insurance satisfactory to MPHI and in amounts sufficient to cover Subcontractor's liability under this Agreement. This insurance shall name MPHI as an additional insured. By signing this agreement, subcontractor certifies that this insurance is in effect, that MPHI is named as an additional insured on all such policies, and that none of the coverages will be terminated or modified without giving at least 30 days prior written notice to MPHI. MPHI reserves the right to request and receive proof of insurance coverage and proof of additional insured status.
12. **Intellectual Property, Ownership, and Use.** As between MPHI and Subcontractor, MPHI is the sole and exclusive owner of, and retains all right, title and interest in: a) all notes, designs, drawings, memoranda, reports, computer programs, data records (computerized or otherwise), other technical data, and any other material developed by Subcontractor as "works made for hire" in connection with the performance of services under this agreement and b) all copyrights, trademarks, trade secret rights, patent rights and other similar proprietary rights to any of the above in any jurisdiction ( a) and b) collectively referred to as "Products"). Other than in the performance of this agreement, subcontractor has no license or other right to use, disclose or sell any of the Products at any time.
13. **Representations and Warranties by Subcontractor.** Subcontractor represents and warrants to MPHI that each of the following are true and will remain true during the term of this Agreement:
  - A. Subcontractor has the authority to enter into this Agreement and to perform all of its obligations under this Agreement.
  - B. Subcontractor's execution and performance of this Agreement shall not create a breach or default in any other agreement or court order to which Subcontractor is a party or by which it is bound.
  - C. Neither Subcontractor nor any of its employees or agents is currently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing any services under this Agreement by any federal, state or local department or agency.

- D. Subcontractor has not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against it or any of its officers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
  - E. Neither Subcontractor nor any of its officers are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated above.
  - F. Subcontractor has not within a 3-year period preceding the date of this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
  - G. No actual or potential conflict of interests exists between Subcontractor or any of its employees, agents or any of their respective business interests, financial interests or family members, and MPHI or any other entity that would create a conflict of interest. Subcontractor will immediately notify MPHI if any conflict of interest arises during the term of this Agreement.
  - H. Subcontractor will immediately notify MPHI of any act or circumstance that would create a breach of any of these representations or warranties either immediately or with the mere passage of time.
14. **Default and Remedies.** Subcontractor shall be in default if it fails to perform any of its obligations as described in this Agreement within ten (10) days after MPHI gives written notice of failure to Subcontractor. Upon the occurrence of a default by Subcontractor, MPHI shall be entitled to exercise any and all remedies available to it in law or in equity, including but not limited to the right to terminate this Agreement without further notice to Subcontractor, the right to seek damages for the default, the right to seek specific performance of Subcontractor's obligations, and the right to reduce, diminish or terminate any payments otherwise owing to Subcontractor set forth above in a manner that reflects the noncompliance. Subcontractor shall reimburse MPHI on demand for all expenses, including but not limited to court costs and reasonable attorney's fees, incurred by MPHI in enforcing any of its rights under this Agreement, whether or not enforcement requires any litigation.
15. **Force Majeure.** The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, threat of communicable disease or curtailment of transportation facilities – to the extent that such circumstance makes it illegal, impossible, or impracticable for a Party to carry out the planned work. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.



16. **Notices.** Any notice required or permitted to be given to either party under this Agreement shall be deemed given on the date of personal delivery to a representative of the party at its email address. In addition, a hard copy may also be sent via regular mail or via overnight mail service to the following addresses:

If to MPHI: Sharon Simmons, Grants and Contracts Administrator  
Michigan Public Health Institute  
2436 Woodlake Circle, Suite 300  
Okemos, MI 48864  
grants@mphi.org

If to the Subcontractor: Marisa Johnson  
Lewis and Clark County  
1930 9<sup>th</sup> Avenue  
Helena, MT 59601  
mjohnson@lccountymt.gov

Either party may, by written notice, designate a different address other than a post office box to which notices may be sent.

17. **General Provisions.**

- A. **Waivers.** No failure or delay on the part of MPHI in exercising any right under this Agreement shall operate as a waiver, nor shall a single or partial exercise of any right preclude any other or further exercise of that right or any other right.
- B. **Entire Agreement and Amendment.** This Agreement and any documents to which it refers contain all of the terms of the Agreement between the parties with respect to its subject matter and all Exhibits are incorporated by reference. This Agreement supersedes any previous discussions, writings, or other communications with respect to its subject matter. Any amendment or waiver of any term in this Agreement shall be enforceable only if it is in writing and signed by both parties.
- C. **No Assignment or Subcontracting.** The Subcontractor shall not assign, subcontract or otherwise transfer any of its rights or duties without the prior written consent of MPHI.
- D. **Invalid Provisions.** If any term of this Agreement is held to be invalid, the remainder of the Agreement shall nevertheless be enforced to the maximum extent permitted by law.
- E. **Third Party Beneficiaries.** No third party shall have the right to enforce any term in this Agreement against either party, except that any funding source identified in the Funding Source Agreement shall be entitled to enforce any of MPHI's rights under this Agreement.
- F. **Individual Authority.** Any persons signing on behalf of the Subcontractor represent and warrant that they are duly authorized to sign this Agreement on behalf of the Subcontractor and that this Agreement has been authorized by the Subcontractor.

G. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan.

18. **Publications.** “This [project/publication/program/website] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government.”

Subcontractors are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA-supported publications and forums describing projects or programs funded in whole or in part with HRSA funding. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.

**MICHIGAN PUBLIC HEALTH INSTITUTE**

\_\_\_\_\_  
Date

**LEWIS AND CLARK COUNTY**

\_\_\_\_\_  
Andy Hunthausen, County Commission Chair      Date

\_\_\_\_\_  
Amy Reeves, Attest      Date

**EXHIBIT A**  
**WORK STATEMENT & PROGRESS REPORTS**

Contract Between  
Michigan Public Health Institute  
and  
Lewis and Clark County

**Work Plan**

The services to be performed by the Subcontractor are as follows:

- Monthly one-on-one meetings with assigned mentee.
- Identify and discuss strategies based on the mentee’s interests and needs.
- Serve as a technical assistance resource.
- Build relationships and share networking opportunities.
- Work with mentee to define objectives with desired outcomes, timetable, and resources.
- Assist the mentee in the development of SMARTIE goals and strategies around the identified objectives with a critical assessment of achievement, lessons learned, and any course correction needed.

**Progress Reports**

Subcontractor shall send progress reports to Gretchen Martin at the following address:

Address to send progress reports: Gretchen Martin  
National Center for Fatality Review and Prevention  
Michigan Public Health Institute  
2395 Jolly Road, Suite 120  
Okemos, MI 48864  
(517) 709-8296  
gmartin@mphi.org

The work plan is due by July 1, 2024, and the quarterly report is due by October 31, 2024. The Mentor will also ensure the provided evaluation is submitted by December 30, 2024. The Mentor should utilize the provided template work plan and quarterly report forms. The format and content of the work plan and quarterly report should be very brief, should be written in paragraph format and should describe:

- Topic areas identified by the Mentee,
- Description of Mentee needs,
- Action plan,
- SMARTIE goals
- Description of outcome measures
- Timeline,
- Action steps,

- Progress updates on solutions or recommendations provided by the Mentor,
- Mentee milestones accomplished,
- Mentee challenges and opportunities for growth,
- Barriers to any milestones not achieved,
- What activities are planned for the next quarter,

**EXHIBIT B**  
**BUDGET, STATEMENT, & INVOICE INFORMATION**

Contract Between  
Michigan Public Health Institute  
and  
Lewis and Clark County

Description of payment amounts and payment methods:

Total payments from MPHI to the Subcontractor under this Agreement, shall not exceed the sum of THREE THOUSAND and 00/100 DOLLARS (\$3,000.00). MPHI shall make payments to Subcontractor within forty-five (45) days after receipt by the Business Office of an invoice that has been approved by the project coordinator indicating the amount due and the subcontract reference number.

MPHI's fiscal year is January to December. Subcontractor invoices that cross more than one of MPHI's fiscal years cannot be submitted. All invoices must be separated by MPHI's fiscal year. An invoice for any expenses incurred during one fiscal year must be submitted to MPHI within forty-five (45) days of the start of the following fiscal year. For example, for work performed on a subcontract between December 1<sup>st</sup> and January 31<sup>st</sup>, an invoice must be submitted for the December 1<sup>st</sup>-31<sup>st</sup> portion of expenses by February 14<sup>th</sup>. **An invoice for any expenses incurred during one fiscal year must be submitted to MPHI within forty-five (45) days of the start of the following fiscal year. Invoices for expenses incurred prior to December 31st of one fiscal year, but received over 45 days after the start of the following fiscal year will not be paid.**

Subcontractor shall send invoices no more frequently than monthly and all invoices must conform to requirements in the Funding Source Agreement. A final invoice must be submitted to MPHI within fifteen (15) days after the termination date of this contract, unless otherwise agreed in writing by the Grants and Contracts Manager of MPHI. Invoices received after this date without prior approval will not be honored. Payment by the MPHI to the Subcontractor is subject to the availability of funds under the Funding Source Agreement.

Statements/Invoices should be mailed to: Gretchen Martin  
National Center for Fatality Review and Prevention  
Michigan Public Health Institute  
2395 Jolly Road, Suite 120  
Okemos, MI 48864  
(517) 709-8296  
gmartin@mphi.org

**EXHIBIT C**

**COPY OF FUNDING SOURCE AGREEMENT  
(see attached)**

## EXHIBIT D

### PRIVACY REQUIREMENTS FOR SUBCONTRACTORS TO MPHI PRIVACY-SENSITIVE PROJECTS

#### Contact Information/Definitions:

**Privacy-sensitive project:** A project may be classified as privacy-sensitive due to applicable federal laws such as HIPAA, because of state or local laws or regulations, or by the MPHI Privacy Panel decision. Privacy-sensitive projects are required to comply with additional and/or modified procedures and safeguards that are not normally applied to standard MPHI projects.

**MPHI Program Contact:** Gretchen Martin  
Michigan Public Health Institute  
2395 Jolly Road, Suite 120  
Okemos, MI 48864  
(517) 709-8296

**MPHI Privacy Officer:** Ta-Tanisha Manson  
Michigan Public Health Institute  
2436 Woodlake Circle, Suite 340  
Okemos, MI 48864  
(517) 324-6084

#### Maintaining Security & Confidentiality of Privacy-Sensitive Data

Subcontractor staff working on privacy-sensitive projects will comply with the additional confidentiality and security procedures described below.

1. Controlling Access to Data on Privacy-Sensitive Projects:
  - a. Subcontractor staff will be assigned by the Subcontractor to appropriate levels of authorization limiting access to data. These levels of authorization apply to both electronic data and data stored in hardcopy.
  - b. The Subcontractor will maintain a log of who has been granted access to the project data, their level of authorization, their role, when access was granted, and when access was changed or revoked.
  - c. Subcontractor staff with access to MPHI data will be required to sign a Confidentiality Agreement annually prior to being granted access to project data or information. Signed and dated copies of these Confidentiality Agreements will be supplied to the MPHI program contact.
  - d. Subcontractor staff will receive training in the Subcontractor's privacy and security policies and procedures, including any enhanced procedures applicable to MPHI projects.
2. Physical Safeguards to Protect Privacy-Sensitive Data:
  - a. Any paper documents containing processed or unprocessed MPHI data that contains personal identifiers, or data that are broken out at the individual level are subject to the following security measures:

- i. Documents will not be left in an unattended, unsecured room.
  - ii. If paper documents containing data are out on a desk or an open data file is on the computer screen, unauthorized persons will not be allowed in the room. Unauthorized persons will not be allowed to use a workstation or laptop computer while project data is in use on that workstation.
  - iii. When leaving the office unattended for extended periods, documents must be placed in a locked drawer or safe accessible only to authorized staff members.
  - iv. Document shredding is required for documents containing data that have been superseded and/or determined to be obsolete. All documents will be shredded with a cross cut shredder.
3. Technical Safeguards to Protect Privacy-Sensitive Data:
  - a. MPHI privacy-sensitive data files may routinely be stored on removable media. Removable media must be placed in a locked drawer or safe accessible only to authorized staff members when not in use.
  - b. MPHI data for privacy-sensitive projects may routinely be stored in “Secure” data folders on servers or hard drives with appropriate firewalls and controlled access.
  - c. MPHI reserves the right to specify how data will routinely be stored on a project-by-project basis.
4. Sending, Receiving and Transporting MPHI Privacy-Sensitive Data: The data transfer protocols described under this section help to ensure that data are not accessed by unauthorized persons and are neither inadvertently lost nor destroyed.
  - a. All incoming and outgoing data transfers, regardless of transmission method, will be logged.
  - b. Both paper and electronic MPHI data being retrieved or delivered in person by the Subcontractor must be carried by an authorized staff member and, to the extent practicable, must remain in close physical proximity to that person during the transfer. The staff member must retain knowledge and control over the data’s whereabouts at all times and may not entrust it to any person except an authorized staff member or other person to whom the data are being delivered in compliance with the project workplan or other project needs.
  - c. Both paper and electronic MPHI privacy-sensitive data may be transferred via the U.S. Postal Service. Because tampering with the U.S. mail is a federal offense, this should provide adequate protection for the data when coupled with the use of certified or registered mail (including return receipt, restricted delivery, signature confirmation or other additional services). Any electronic files sent in the mail must be encrypted; password protection alone is not an adequate level of security. Subcontractor will use U.S. Postal Service’s registered or certified mail with return receipt service for delivering data or another courier service, such as by United Parcel Service, that offers traceable delivery. For incoming MPHI data, the Subcontractor will require use of courier services that provide tracking information and other security mechanisms similar to those provided by the US Postal Service, and will make every reasonable effort to ensure that project partners comply with secure transfer expectations, including encryption of data.
  - d. Subcontractor use of facsimile transfers for confidential MPHI data is strongly discouraged. However, if it is necessary to send outgoing faxes with privacy-sensitive data, Subcontractor staff will maximize the security of the transmission by using a fax cover sheet that clearly identifies the person or entity that should receive the data and clearly states that the remaining



pages in the fax contain confidential, privacy-sensitive information. They will also do everything in their control to assure that the intended recipient is at the fax machine at the time of transmission. Staff must request confirmation that the intended person or entity received the fax. For incoming data, Subcontractor will strongly discourage the use of faxes and will make every reasonable effort to ensure that project partners comply with secure transfer expectations.

- e. Electronic data transfers of MPHI data over publicly shared networks, such as email or the Internet, are only permitted when both sender and receiver are using federally approved encryption methods approved by MPHI. The software used to encrypt data should implement a U.S. government approved encryption algorithm called Advanced Encryption Standard (AES).
5. Subcontractor staff that have obtained permission to telecommute while working on an MPHI privacy-sensitive project are required to follow the procedures detailed in EXHIBIT D.

### **Disclosing Privacy-Sensitive Data**

The state and federal laws that apply to the project often regulate the disclosure of privacy-sensitive data. Subcontractor should be familiar with the requirements of applicable laws. Subcontractors must follow guidelines for appropriate disclosure (including disclosure to clients, project partners, funders, and subcontractors) outlined in the project workplan or other applicable contractual agreements.

### **Report Adverse Events**

Non-compliant data transfers, inadvertent data disclosures, and non-compliance with any of the security procedures required for privacy-sensitive projects must be reported to the MPHI Program contact and MPHI Privacy Officer immediately and documented as an adverse event.

## EXHIBIT E

### SPECIAL PROVISIONS FOR WORK FUNDED BY FEDERAL DOLLARS

#### **1. PROHIBITION ON PROVIDING FUNDS TO THE ENEMY**

(a) The recipient must -

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract and;

(2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

(b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

(c) The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

#### **2. ADDITIONAL ACCESS TO RECIPIENT RECORDS**

(a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.

(b) The substance of this clause, including this paragraph (b), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

#### **3. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

- (a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### **4. DOMESTIC PREFERENCES FOR PROCUREMENTS.**

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **5. BYRD ANTI-LOBBYING AMENDMENT.**

Contractors shall file the required certification entitled *Certification Regarding Lobbying* attached below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also

disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### **6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable, and during performance of this Contract the Contractor agrees as follows:

- (a) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (c) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (d) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **7. COPELAND "ANTI-KICKBACK" ACT**

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- (a) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (b) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

## **8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

### **Clean Air Act**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

### **Federal Water Pollution Control Act**

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

## **9. PROCUREMENT OF RECOVERED MATERIALS**

Under 2 CFR 200.322, Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

**a.** In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

**b.** Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**c.** The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **10. ADDITIONAL FEMA CONTRACT PROVISIONS.**

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

**a. Access to Records.** The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**b. Changes.** See the provisions regarding modifications or change notice in the Contract Terms.

**c. DHS Seal Logo and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**d. Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all

applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**e. No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

**f. Program Fraud and False or Fraudulent Statements or Related Acts** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

A “contract award” (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

<b>SIGNATURE – Official Authorized to Sign:</b>	<b>Date Signed:</b>
<b>Name:</b>	<b>Title:</b>



### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

<b>SIGNATURE – Official Authorized to Sign:</b>		<b>Date Signed:</b>
<b>Name:</b>	<b>Title:</b>	



Grant Award Agreement Between Montana Opioid Abatement Trust and Lewis and Clark County Sheriff's Office. (Captain Bradley Bragg)

Presented By:

Summary:

The Commissioners will consider accepting the grant award from the Montana Opioid Abatement Trust in the amount \$115,200. There are no matching funds required, and the full amount of the grant will be sent to the County upon acceptance. The effective date of the grant will begin upon the signature of both parties and shall terminate one year from the date of execution.

Legal Review Required:

**LEWIS AND CLARK COUNTY  
GRANTS APPROVAL FORM**

**Grant name:** Montana Opioid Abatement Trust

**Grant/Contract number:**

**Funding source:**

**Federal Agency:**

**State Agency:**

MT

**ARRA funding?**

No

**Award amount:** 115,200

**Hard Match required:** 0

**Soft Match required:** 0

**Indirect Cost Rate amount:**

**Grant/Contract Period:** **Start:** 12/5/2024 **End:** 12/4/2025

**Catalog of Federal Domestic Assistance number:** N/A

**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:** work performed

**Contact Person/Phone number:** 4064478258

**County Department:** Sheriff's Office

**County Assigned Project number:** MOATDC

**Salaries to be paid by grant?** No

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> MOAT Grant Agreement	Attachment



Montana Opioid  
Abatement Trust

**GRANT AGREEMENT BETWEEN  
MONTANA OPIOID ABATEMENT TRUST**

**and**

**LEWIS AND CLARK COUNTY SHERIFF'S OFFICE**

This Grant Agreement (“Agreement”) between Montana Opioid Abatement Trust, a Montana charitable trust located at 1597 Avenue D, Suite 6, Billings MT 59102 and Lewis & Clark County Sheriff’s Office, with mailing address of 221 Breckenridge St., Helena, MT 59601 (“Grantee”) is for the purpose of providing grant funding for the Detention Center Medical Provider Program.

As a part of MOAT’s ongoing community support programs, MOAT’s Advisory Committee accepted Grantee’s application, approving funding to Grantee for:

**Project Description:** *This program will address the medical concerns of, and care provided to the incarcerated population in Lewis and Clark County. The Mission of the program is to holistically address the medical needs of the incarcerated through increased access to care within the facility and elimination or reduction of costs to inmates. This program will help pay a medical provider to provide primary care and urgent care needs within the facility, including support for the existing Medication-Assisted Treatment (MAT) Bridges Program for Opioid Use Disorders (OUD). The medical provider selected for this program will provide standing orders for nurses in the facility to help address immediate needs for common ailments and issues with the population.*

**AGREEMENT:**

- 1. Term.** This Agreement shall be effective upon the signature by both parties. This Agreement, except for the obligations of the Grantee and the rights of MOAT set forth in Section 3.2 and Section 3.3, shall terminate one year from the date of execution, unless terminated earlier in accordance with this Agreement. The Grantee’s obligations and the rights of the MOAT set forth in Section 3.2 and Section 3.3 shall terminate when MOAT informs Grantee that Grantee’s obligations under Section 3.2 and Section 3.3 have been fulfilled, which shall occur no later than three years from the date of execution, unless terminated earlier in accordance with this Agreement.



**Montana Opioid  
Abatement Trust**

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**2. Funding.**

2.1 Subject to Grantee’s performance of all required actions under this Agreement, MOAT may provide funding, in one or more disbursements, as reasonably determined by MOAT, of an amount not to exceed \$115,200.00 (“Grant”). The funds shall be disbursed in accordance with the “Disbursement and Reporting Schedule” attached as Exhibit A which is incorporated by reference to this Agreement.

2.2 Funding for multi-year grants is contingent on the continued approval by MOAT’s Advisory Committee and appropriate performance by the Grantee. Appropriate performance of the Grantee will be determined by MOAT in its sole discretion. MOAT reserves the right to cease funding after each disbursement.

**3. Grant Activities. Grantee agrees to:**

3.1 Perform the activities described in the Grant Application submitted to MOAT for consideration for the award, a copy of which is attached as Exhibit B and incorporated into this agreement as if set out in full.

3.2 Submit all reports in accordance with the Disbursement and Reporting Schedule attached as Exhibit A. The report shall include, at a minimum, a description of the activities conducted by Grantee and an accounting of the funds expended in furtherance of that program. The report shall be in a format that is reasonably acceptable to MOAT. MOAT may request additional reports as MOAT in its sole discretion determines necessary to monitor the performance of this Agreement. MOAT shall have the right to use any reports submitted by Grantee or any portion thereof for any reason.

3.3 Facilitate site visits, conference calls, and if necessary financial audits of Grantee, as reasonably requested by MOAT.

3.4 Issue a press release to relevant media outlets announcing the grant award and promoting the project and describing its value to the community and region.



Montana Opioid  
Abatement Trust

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**4. Termination.**

4.1 MOAT may immediately terminate this Agreement upon one or more of the following:

4.1.1 Grantee's violation of any federal, state, or local law or regulation.

4.1.2 Grantee's breach of any of the terms or conditions of this Agreement or any unapproved deviation from the Grant Application which has not been cured within 30 days of written notice of such brief.

4.2 In the event the Agreement is terminated under section 4.1, MOAT reserves the right to require Grantee to refund any or all grant funds awarded to Grantee under this Agreement, and Grantee agrees to refund to MOAT any and all grant funds awarded under this Agreement.

**5. Limitation of Liability.** In no event shall MOAT be liable for any indirect, special, or consequential damages or expenses for any negligence, breach of contract, or any other act arising out of or relating to this Agreement or the activities covered herein.

**6. Indemnification.** Unless prohibited by law, Grantee shall protect, defend, indemnify, and hold MOAT, its directors, officers, agents, successors, and assigns (collectively, the "indemnified parties") harmless from and against any and all damages, losses, costs, expenses, obligations, claims, demands, or liabilities including costs of investigation, reasonable attorney fees, and court costs suffered or incurred by any of the indemnified parties regardless of cause and regardless of the form of action, whether contract, tort, breach of warranty, indemnity, statute, strict liability, or otherwise. Grantee further agrees that MOAT may in good faith and upon reasonable terms settle any such claims and that MOAT's right to indemnification shall extend to any such settlement provided MOAT has given notice of such claim and its intent to settle. MOAT's right to indemnification is in addition to, and may be exercised independently of, any remedy held by MOAT under this agreement at law or in equity. The indemnification provisions set forth in this Agreement shall survive the termination or expiration of this Agreement indefinitely.

**7. No Warranty Provided.** Grantee acknowledges and agrees MOAT makes no warranties or representations as to availability of funds for the grant, this Agreement, or any disbursements hereunder, or the results achieved, if any from MOAT's efforts under this Agreement. Grantee further agrees that MOAT shall have no liability or obligations whatsoever to Grantee in the event that no results or unsatisfactory results were achieved from MOAT's funding or lack of funding under this Agreement.



**Montana Opioid  
Abatement Trust**

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**8. General Provisions.**

8.1 Grantee shall acquire written permission from MOAT for any use of MOAT's name or logo in association with its project.

8.2 Grantee shall not assign this Agreement without written consent of MOAT.

8.3 If any parts of this Agreement are held to be invalid, the remaining parts of the Agreement shall continue to be valid and enforceable.

8.4 This Agreement shall be construed and the rights and obligations to the parties shall be determined in accordance with the laws of the state of Montana.

8.5 This Agreement, including all of the exhibits, and any amendments or schedules associated with the Agreement contain the full understanding and agreement of the parties with respect to its subject matter, and no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by an authorized officer of both parties. Any funds provided under this Agreement that are not expended, obligated, or otherwise committed by the termination or expiration of this Agreement shall be immediately returned to MOAT.

8.6 Grantee shall maintain all pertinent financial and accounting records pertaining to this Agreement in accordance with generally accepted accounting principles and other procedures reasonably specified by MOAT.

8.7 Grantee agrees that no funds awarded under this Agreement shall be used for lobbying or political activities.

8.8 The individuals, by signing below on behalf of Grantee and MOAT, warrant that each has the authority to execute this Agreement according to its terms on behalf of each respective entity.



**Montana Opioid  
Abatement Trust**

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By signing below the parties agree to be bound by the terms of this Agreement.

**Montana Opioid Abatement Trust**

Name: Rusty Gackle, Executive Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Lewis & Clark County**

Name & Title: Andy Hunthausen, Commission Chair

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Lewis & Clark County Clerk & Recorder**

Name & Title: Amy Reeves, Clerk and Recorder

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Exhibit A

<b>Lewis and Clark County Sheriff's Office</b>				
Lewis & Clark County Metro Region				
	<b>Disbursement</b>			
Year 1	\$115,200.00			

Lewis and Clark Metro Region Opioid Abatement Governance Committee

**MEMORANDUM**

SUBJECT: Lewis and Clark Metro Region Opioid Abatement Committee Grant  
Application(s) Recommendation for Consideration at the September 27, 2024 Meeting

On behalf of the Lewis and Clark Metro Region Opioid Governance Committee,  
we would like to enter into the record the following recommendation regarding opioid  
abatement trust applications for the Lewis and Clark Metro Region:

1) Recommend funding Year 1 of the Detention Center Medical Provider Program  
submitted by the Lewis & Clark Sheriff's Office in the amount of \$115, 200 with  
the following parameters for data-tracking and program evaluation suggested:

- a. Unduplicated number of individuals screened for opioid use disorder  
ONLY - by month and YTD
- b. Unduplicated number and percent of those screened who screen for an  
opioid use disorder with other substances- Month and YTD
- c. Unduplicated number and percent of those who screen for an alcohol use  
disorder - Month and YTD
- d. Unduplicated number and percent of those requiring mental health  
medications with and without an opioid use disorder- Month and YTD
- e. Unduplicated number and percent of those who screen for other drug  
disorder - Month and YTD
- f. Unduplicated number of people transported to Pureview to be assessed  
for MAT program - Month and YTD
- g. Unduplicated number of people joining the MAT program - Month and YTD

- h. Unduplicated number of people served by PA - month and YTD
- i. Total number of all PA service episodes - month and YTD
- j. Unduplicated number of people served by PA with an opioid use disorder.
- k. % of all unduplicated people served who possess an opioid use disorder.

The committee is also interested in information related to baseline programmatic efficiencies, such as:

- l. How long (in hours), on average, does it take to complete an assessment?
  - m. What is the average wait time between when an opioid use disorder is identified in screening at the detention center and a detainee receives treatment, if appropriate?
  - n. What is the cost savings provided quarterly to the detention center with the addition of the medical provider?

## Detention Center Medical Provider Program

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*2023 Montana Opioid Abatement Trust  
Grants*

### *Lewis and Clark County Sheriff's Office*

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Leo Dutton  
221 Breckenridge Street  
Helena, MT 59601

bbragg@lccountymt.gov  
O: 406-447-8246

### *Bradley Bragg*

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221 Breckenridge Street  
Helena, MT 59601

bbragg@lccountymt.gov  
O: 406-447-8246  
M: 406-459-1851

# Application Form

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## *Region Selection*

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To collaborate with someone else on this request, click the blue "Collaborate" button in the top-right corner.

### **Project Name\***

Detention Center Medical Provider Program

### **Select Abatement Region and/or Metro Region\***

Select the Multi-County Abatement Region **and/or** the Metro Region you are requesting grant funds from. Select all regions that apply, for example if you are collaborating with multiple Counties **and/or** Abatement Regions select each region the program/project will serve. Click [HERE](#) for a detailed map of Multi-County Abatement Regions and Metro Abatement Regions

Lewis & Clark County

## *Application Overview*

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### **About the Organization/Program\***

Give a brief description of the Organization/Program/Project. Include the mission statement and the services provided.

This program will address the medical concerns of, and care provided to the incarcerated population in Lewis and Clark County. The Mission of the program is to holistically address the medical needs of the incarcerated through increased access to care within the facility and elimination or reduction of costs to inmates. This program will help pay a medical provider to provide primary care and urgent care needs within the facility, including support for the existing Medication-Assisted Treatment (MAT) Bridges Program for Opioid Use Disorders (OUD). The medical provider selected for this program will provide standing orders for nurses in the facility to help address immediate needs for common ailments and issues with the population.

### **What category does the program fit into\***

Check the category/categories the program fits into. You may select more than one option.

Click [HERE](#) for a list of approved opioid remediation uses

Treatment

Recovery

### How does the program meet the Opioid Remediation Guidelines\*

In detail, describe how the program fits into the approved Opioid Remediation Guidelines selected in the above question.

*Please be specific*

This program meets the Opioid Remediation Guidelines in multiple areas. First, under the Core Strategies, it falls under section B (MAT Distribution and other Opioid Related Treatment). This will be accomplished with a medical provider who will respond to the facility for initial and follow-up appointments for individuals screened as possibly having an OUD. Part of this section covers increasing access to MAT programs for uninsured individuals, which includes a large portion of the incarcerated population. Many incarcerated people come into the facility with Medicaid. However, once they are incarcerated, their Medicaid is revoked per the Federal Medicaid Inmate Exclusion Policy (MEIP). Per MCA, this requires them to be responsible for their medical care. By providing an in-house medical provider, these uninsured patients will not incur costs associated with their OUD or for follow up appointments for a holistic approach to their care. Second, this falls under section F of the Core Strategies (Treatment for the Incarcerated Population). By having an in-house medical provider, the Detention Center will be able to better screen and start treatment for OUD, other substance misuse issues, and mental health concerns without relying on an outside provider and their availability. The medical provider will also allow the facility to better coordinate medical care for an inmate upon their release to the community. Lastly, this program falls under section D of the Treatment Section (Address the Needs of Criminal Justice Involved Persons). In Lewis and Clark County, the majority of people who become criminal justice involved start the process at the detention center. By identifying individuals with OUD, other substance misuse issues, and/or mental health concerns, the Detention Center can initiate the treatment process and work with our Criminal Justice Services division to continue treatment and support upon release from the facility.

### New Program or Existing\*

Is the funding intended for a new program or to expand an existing program?

A proposed supplement or expansion to a program.

## Fiscal Information

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### Requested Amount\*

\$576,000.00

### Program Budget\*

How will the funds be allocated? Attach a detailed line item budget breakdown for the program. If the funds are intended for a multi-year program please specify the amount budgeted for each year.

Annual Costs for Medical Provider Program.xlsx

### Source of Funding\*

Does the program currently receive funding from another source? If yes, please explain in detail. (i.e. amount, funding source, etc.)

Grant funding is intended for the creation or expansion of opioid prevention, treatment, and recovery projects. The money is **NOT** meant to replace or supplant existing funding.

The Sheriff's Office does not currently have funding for a Detention Center-based medical provider. Staff have transported incarcerated individuals, including MAT Bridges participants, to medical appointments at local Federally Qualified Health Centers (FQHC). However, without Medicaid, the burden of cost is charged to the inmate. The attached request is for five years of funding for an on-site medical provider. A local provider provided a quote for these services at \$60 a month per inmate. The Detention Center regularly runs the facility with approximately 160 inmates, which would be \$115,200.00 per year, based on the quote. The Lewis and Clark County Detention Center will cover any additional costs associated with this program depending on the detention center population. This funding will help expand our current MAT Bridges and medical programs by providing more timely access to care and more affordable care for inmates with OUD, other substance misuse disorders, and mental health concerns.

### Do you have a Fiscal Agent\*

Yes

## Fiscal Agent Contact Info

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### Fiscal Agent Name\*

Tammy Potter

### Fiscal Agent Email Address\*

tpotter@lccountymt.gov

## Program Abstract

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### Program Description\*

Describe the objectives of this project. Provide a detailed overview of the program, including its purpose, priorities & objectives, and intended results.

This program is designed to increase our ability to provide medical care and MOUD access to inmates within the Lewis and Clark County Detention Center. The priority of the program is to help identify individuals with OUD, substance misuse disorders, and mental health disorders, while also providing a holistic approach to all the incarcerated population for their medical care. Most of the incarcerated population are uninsured or had their Medicaid turned off after coming into the facility. This results in the cost of their medical care being charged to them. Many incarcerated people refuse medical care due to not wanting to incur a cost. This

program will promote better access to medical care, including MOUD, within the Detention Center's population. One of the main objectives of this program is to remove the cost barrier for receiving medical care when incarcerated, which will help those that currently refuse medical care due to the associated costs. While this program will not remove all costs, it will remove the costs for basic care they would have received outside the facility with active Medicaid insurance. The program will also reduce costs of medications provided to inmates by an estimated 10%, based on the current quote. The second objective of this program is to reduce the stress on our transport officers who are charged with transporting inmates to an outside medical provider for OUD and substance misuse disorders. Currently, if an inmate is identified as being a candidate for our MAT Bridges Program, the inmate must be transported to a local FQHC for their initial appointment and all follow up appointments. The need to transport is often met in delays to care due to FQHC appointment availability and other transport needs. For example, a high priority medical transport supersedes transport for a MAT participant. With an in-house medical provider, medical care will be provided without being dependent on transport.

## Program Reach

If you are requesting funds from multiple Abatement Regions please specify how your program serves each region. **Be specific.**

## Specific Goals\*

What are the specific goals of the program? List several goals the program hopes to accomplish and how the program intends to meet these goals.

There are three specific goals identified for this project.

1. Reduce the number of transports needed for medical care.
2. Remove the cost barrier to incarcerated people seeking medical care.
3. Decrease waiting time for initial appointments for individuals screened for OUD and other substance misuse disorders before their first appointment.

## Evaluation Method\*

Describe how you plan to evaluate the effectiveness of the program and what the method for evaluation will be.

The three goals described above would be evaluated on a quarterly basis.

1. Transport numbers are available for medical appointments on a regular basis. This program will call for review of transport numbers to be completed quarterly and compared with previous data. The goal will be to reduce the number of medical transports by 50% when a provider is available in house.
2. The Detention Center currently has data for costs charged to inmates for medical care that can be compared with the costs of the new/expanded program. These numbers will be completed quarterly and compared with previous data. The goal will be to reduce the amount of medical expenses billed to inmates by 50%.
3. The Detention Center currently has data on waiting time from approval for MAT Bridges participants until their first appointment. These numbers will be completed quarterly and compared with previous data. The goal will be to reduce the amount of waiting time from approval to appointment by 50%.



## Awareness\*

How do you plan to create awareness of this program? Briefly describe what action the program plans to take to create awareness in the community.

The initial awareness for the program would be completed with the Request for Proposal (RFP) for the program, to include signing of the agreement. Since this will be a public RFP and signed at a public meeting, the public will be aware of the efforts we are taking to address issues. Six months after implementation, Detention staff will submit a press release to local news agencies to showcase areas of improvement with the new program and release data that corresponds with these goals. Detention staff will provide a formal presentation to the Lewis and Clark County Criminal Justice Coordinating Council (CJCC) and the Lewis and Clark County Citizens Advisory Council (CAC). In partnership with the Lewis and Clark County Department of Criminal Justice Services (CJS), the program will be featured in the CJCC quarterly newsletter and on the CJS website. For long term, we will use this program as part of any future publicity for the medical care we provide at the detention center to promote the work done.

## *Additional Documents*

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Use this section to upload or explain any additional information regarding the program/organization. ie. a detailed budget projection, program/organization history, etc.

Upload #1

Upload #2

Upload #3

Additional Information

# File Attachment Summary

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## *Applicant File Uploads*

- Annual Costs for Medical Provider Program.xlsx

Contracted cost of Provider for Facility

FY 25	\$115,200.00
FY 26	\$115,200.00
FY 27	\$115,200.00
FY 28	\$115,200.00
FY 29	\$115,200.00
Total Request	\$576,000.00

**\*\*Lewis & Clark County Metro approved funding for 1 year for \$115,200.00**

Lewis and Clark Metro Region Opioid Abatement Governance Committee,

I received your request for clarification to our request for funding for a medical provider in the Lewis and Clark County Detention Center. I have provided the below information to attempt to provide further clarification for the points that were brought up. If you have any further questions, I would be more than happy to meet with you to go over any of these areas or other areas of our application.

1. Regarding the goals and metrics for the proposal presented, I would like to list three goals of the program.
  - a. The first goal would be to increase the number of inmates being able to see a primary care provider. With our current system, we can manage between 7 to 10 medical appointments each week. The goal would be to have this number doubled within the first 6 months of the provider starting within the facility. This would be accomplished by establishing a set sick call time for inmates to be seen, without the barrier of being transported.
  - b. The second goal would be to reduce or eliminate the cost of medical care for inmates. Currently, inmates not convicted of a crime are required to pay for their medical costs, which can be expensive with outside providers. The goal with this program would be to eliminate the cost to the inmate for the three years the provider is funded. This goal would be achieved as soon as a provider can be selected and start working in the facility. After the three years, a nominal cost would be required for services provided by the provider, but would remain low compared to outside sources. The cost after three years would be determined at a later time, but would use outside sources to keep the costs down.
  - c. The final goal of the program would be to reduce the waiting time from identification of an inmate needing MAT services to the prescription of the medication. Currently, the wait time can vary depending on other transport needs and availability of providers. This can range from a week to a month on average. The goal would be to reduce this wait time to an average of 4 days. This helps to account for weekends and scheduled sick calls for inmates to be seen. By reducing the average wait time, we would be increasing the access for those with OUD to begin in a MAT program.
2. While the outline for the scope of practice would depend on the response from providers during the RFP process, a general guideline was established with local provider regarding the types of services and hours dedicated to the facility within the general costs associated with the funding request. This was a general overview of the services and a discussion about the usage of the provider for the MAT program was included and agreed to include with this scope. Below is the sample scope of the work being provided, but would have to be finalized with the RFP process.
  - a. • Unlimited primary care and urgent care appointments at the detention center with the provider or at HDPC Clinic as applicable to any member (see the services outlined above)

- b. • 10-15 hours/week of provider dedicated time at the detention center to be scheduled in the most efficient manner for nursing staff and jail administrators
  - c. • On-call availability throughout the regular work week, Monday-Friday 8:00 am to 5:00 pm, to answer nursing questions/concerns over the phone or have telehealth visits with inmates
  - d. • Implementation of standing orders for nursing staff to facilitate earlier treatment intervention and streamlining of medical protocols
  - e. • Wholesale medication prices plus \$5.00 dispensing fee
  - f. • Wholesale laboratory costs through Labcorp
  - g. • Best negotiated prices for imaging (usually 55% off if paying cash) through Benefis Helena Imaging Center.
3. As listed above, we would anticipate the provider being inside the facility 10-15 hours a week for in person need, but would also have on call availability for nursing staff to receive assistance during the day. This assistance would increase the scope of work for our nursing staff, who would be able to provide better care due to working under the direction of a doctor. We would have the goal of being able to see approximately 20 people each week to meet the goals we established above as well.
  4. We currently have 5 inmates in the facility on a MAT program. By increasing the access to a provider who can provide for a MAT program, we would anticipate an increase in this number. I do not think we would be able to set a specific goal for any increase in this area since this would just be a guess. While numbers can be used in certain areas to help quantify the success of a program, this is an area I do not believe would be best measured in a specific number. The main goal of any MAT program is not to have X number of people on the program. This would assume we know exactly how many people in the community are dealing with an OUD and are wanting the help to get over it. The best way to measure the success would be to show the increase of access for to the program. This proposal would cover that area since we would have set sick call times with the provider in the facility to increase the access for inmates, who are at a higher risk of suffering from an OUD than the average public.
  5. The initial three goals listed above will give us an idea if we are successful with this program or not. By using data to show an increase in patient care, elimination of costs, and reducing wait times, we would be able to show the program was successful for increase the access to care for the highest risk population in the community.
  6. For sustainability beyond the funding period of three years, the Sheriff's Office is planning on building this cost into our budget at the detention center over time. This will be done by having cost savings immediately from the amount of medical debt we end up covering with no chance of recovery down the road. The current system requires the county to absorb any costs not paid by inmates, which tends to be a large amount. We may regain some of these costs, but are never made whole. By having relief from this cost for the three year period, we would be able to absorb the cost into future budgets and develop a fee schedule for after the funding period to offset the cost of care without drastically increasing costs for inmates.

I thank you for your time in considering our application and can be available for any additional follow up as needed by the committee.

Bradley Bragg  
Detention Captain  
Lewis and Clark County Sheriff's Office



Preliminary Plat Application for Wade Minor Subdivision and Variance Requests, SUBD2004-006.  
(Applicant: Kim Smith) (Planner: Phil Gonzalez)

Presented By:

Summary:

The Commissioners will consider the application for preliminary approval of the Wade Minor Subdivision, a five (5) lot minor subdivision and three (3) variances from the Subdivision Regulations.

Legal Review Required:

**ATTACHMENTS:**

Description	Type
☐ Staff Report	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](mailto:planning@lccountymt.gov)



**STAFF REPORT**

**Date:** December 5, 2024

**To:** Board of County Commissioners

**From:** Phil Gonzalez, Planner II

**RE: WADE MINOR SUBDIVISION, SUBD2024-006 and Variance Requests**

**Owners/Applicant:**

Larry Smith  
7510 Applegate Drive  
Helena, MT 59602

**Representative:**

Casne & Associates, Inc.  
PO BOX 1123  
Helena, MT 59624

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**County Commission Meeting:**

**9:00 a.m., Tuesday, December 10, 2024**

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**I. EXECUTIVE SUMMARY:**

A proposed first minor subdivision, to be known as the Wade Minor Subdivision, has been submitted to Lewis and Clark County for review. If approved, the existing 6.75-acre tract of land will be divided into 5 lots: four (4) single-family dwelling lots and one (1) commercial lot. The commercial lot proposal is to construct a storage unit facility. The lots will be between 1.0 to 2.75 acres in size. All lots are proposed to be served by individual wells, individual on-site wastewater treatment systems, and utilities. The Applicant seeks three (3) variances from the Subdivision Regulations including 1) a requirement for connectivity to surrounding lots, 2) a requirement for an off-site fire protection system to be within 1 mile and 3) a requirement for the Fire Protection Agency Having Jurisdiction (FPAHJ) not be required to cross an arterial or major collector road to get to an offsite fire protection system.

**II. REQUEST:**

The Applicant has requested approval of the Wade Minor Subdivision. Furthermore, the Applicant has requested variances from Section XI.H.4 and Section XI.S, Appendix K, Section 18-4.6(4) and Appendix K, Section 18-4.6(5) of the Subdivision Regulations.

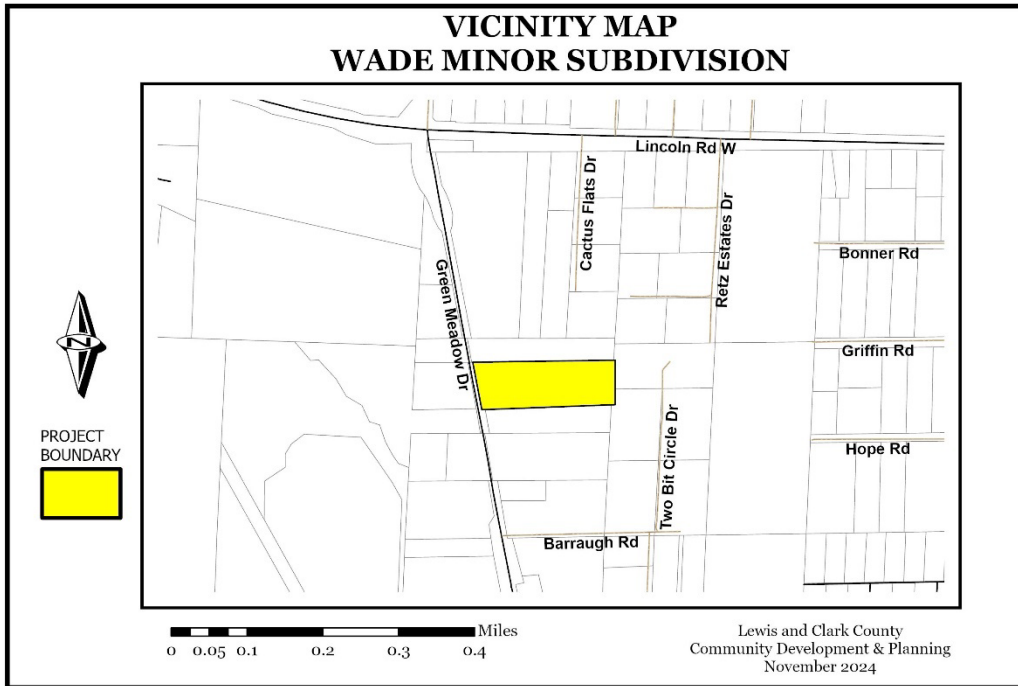
**III. STAFF RECOMMENDATION:**

Staff recommends **APPROVAL** of the proposed Preliminary Plat application and Variance requests subject to the conditions of approval based on the recommended findings of fact included in this Staff Report.



**IV. LOCATION:**

The proposed subdivision lies in the Section 24, T11N, R4W, P.M.M., Lewis and Clark County, Montana. The proposed subdivision is located along Green Meadow Drive South of Lincoln Road. 7373 Green Meadow Road. A vicinity map showing the location of the proposed Subdivision is shown below.



**V. EXISTING DEVELOPMENT AND USES:**

The property is currently developed with a single-family residence.

- North: Residential
- South: Commercial
- East: Residential
- West: Residential

**VI. PUBLIC COMMENT:**

Staff received public comments regarding the subdivision application: A) one (1) letter of support of the application from neighboring property resident Wyatt Duthie. B) one (1) letter against the subdivision application signed by thirty-six (36) neighboring residents. C) The Applicant submitted a letter of support, as part of the application, signed by the five (5) adjacent residents in support of the variances request for Section XI.H.4 of the Subdivision regulations, requirement to provide connectivity to surrounding properties.

## **VII. PROJECT BACKGROUND:**

The Wade Minor Subdivision if approved, the subject property being 6.75-acre tract of land will be divided into 5 lots, four (4) single-family dwelling lots and one (1) commercial lot. The lots will be between 1.0 to 2.75 acres in size. All lots are proposed to be served by individual wells, individual on-site wastewater treatment systems, and utilities. An existing Department of Environmental Quality COSA (EQ#07-2709) exists and is approved to serve this project. Direct access to the lots is proposed off a 60-foot-wide public access road which will terminate in a cul-de-sac. The Applicant proposes to utilize the existing fire suppression water source located within the Frontier Village Estates Subdivision approximately 2 miles to the east of the subject property to meet fire protection requirements. The Applicant has requested three variances from the Subdivision Regulations: (1) Lewis and Clark County Subdivision Regulations Chapter XI: H.4 which requires connectivity to adjacent parcels, (2) Appendix K, Section 18-4.6(5) which requires the Fire Protection Agency Having Jurisdiction (FPAHJ) not have to cross an arterial or major collector road to get to an off-site water supply systems for fire suppression. (3) Appendix K, Section 18-4.6(4) Which states the off-site water supply system is located no longer than one county road mile from an existing or proposed internal access road for the subdivision. The proposed subdivision will be accessed from Green Meadow Drive, a State Highway. Because this is a first minor subdivision, there is no requirement to dedicate parkland.

The Applicant is proposing to use an off-site fire suppression water source via an existing water source located within the Frontier Village Estates Subdivision. This fire protection water source consists of a well, water line and a fire hydrant within a Public Access Easement. An RID currently maintains the fire suppression infrastructure. To use this off-site fire suppression water source to meet the fire protection system requirement in the Wade Minor Subdivision, the Applicant is requesting two variances to Section XI.S, Appendix K, 18-4.6(4) and 18-4.6(5).

The Wade Minor subdivision was initially approved by the Board of County Commissioners on February 24, 2005. Preliminary approval was granted for one year. At the request of the Applicant, the Board of County Commissioners could extend the approval up to four years. The preliminary approval did expire. The property did receive DEQ approval for the proposed development on April 6, 2007.

## **VIII. STAFF ANALYSIS:**

### **Compliance:**

The proposed Subdivision is located within the Suburban Residential Mixed-Use District of the Helena Valley Zoning Regulations. The Subdivision will not violate the zoning regulations if the proposed single family residential use is compliant with the existing zoning regulations; the commercial use of storage facilities will not violate the zoning regulations if structures are sited in conformance with applicable standards and a Conditional Use Permit is approved by the Board of Adjustment.

On March 3, 2016, the County Commission adopted an update to the Lewis and Clark County

Growth Policy with two volumes: Volume 1 – Key Issues Report (Key Issues Report) and Volume 2 - Helena Valley Area Plan (Helena Valley Area Plan). The Key Issues Report explores the five development constraints in the Helena Valley (water, wastewater, roads, fire, and flooding) and the policy options for addressing them. The Helena Valley Area Plan takes a more in-depth look at these policy options and makes specific recommendations for pursuing a balanced mix of public investment, density controls, improved regulations, and public education for designated Urban, Rural, and Transitional Growth Areas.

The proposed Subdivision lies within the Transitional Growth Area (TGA). The Transitional Growth area was established through consideration of lands identified by their proximity to the City of Helena and City of East Helena, and the possibility of City services being extended to accommodate future development at higher densities. According to the Volume 2- Helena Valley Area Plan, the three primary constraints within the TGA include the road network, capacity of rural fire districts, and wastewater treatment in areas with shallow ground water. The proposed development will adhere to the intent of the Growth Policy because access to the property exists via Green Meadow Drive, a State secondary highway with capacity for additional vehicle trips; the Applicant proposes to use an existing off-site fire suppression water source within 2 road miles and the West Valley Fire District has indicated they can serve the property with that fire suppression water source.

#### **IX. CRITERIA FOR REVIEW:**

In accordance with 76-3-608(3), MCA, a subdivision proposal must undergo review for impacts on the following primary criteria: 1. agriculture; 2. agricultural water user facilities; 3. local services (water, wastewater, solid waste, utilities, roads, traffic, schools, emergency services, and parkland); 4. the natural environment; 5. wildlife; 6. wildlife habitat; 7. public health and safety; 8. compliance with the County’s Subdivision Regulations; 9. compliance with survey requirements; 10. the provision of easements within and to the proposed subdivision for the location and installation of any planned utilities; and 11. the provision of legal and physical access to each parcel within the proposed subdivision. Listed below are the Findings of Fact and Conclusions regarding each primary criterion.

#### **FINDINGS OF FACT AND CONCLUSIONS:**

##### **IMPACTS ON AGRICULTURE**

#### **FINDINGS OF FACT:**

1. Per Chapter XI.A of the County Subdivision Regulations, all subdivisions must be designed and developed by the Applicant to provide satisfactory building sites that properly relate to topography and must avoid or mitigate any significant adverse impacts on agriculture.

The subject property consists of 7 acres of relatively flat land. The NRCS designates the soil within the boundary of the Subdivision as “Scravo gravelly Loam, 0-2 percent slopes”, The entire property is classified as “Not prime farmland”. The property is not located in adjacent

proximity to properties that are utilized for agricultural purposes, though surrounding lots could be utilized in agricultural pursuits. The development will result in a no reduction in agricultural production within the Helena Valley.

2. Per Chapter XI.T of the County Subdivision Regulations, to mitigate impacts of residential uses in an agricultural area, the subject property though not immediately surrounded by parcels with agricultural uses those parcels remain available to be used for agriculture.

The subdivider shall provide restrictive covenants addressing agriculture-related issues that will accompany the final plat. Issues addressed in the covenants shall include the following: the presence of nearby agricultural operations (and a listing of potential impacts such as odors and noise); existence of irrigation facilities and easements; protection of existing water rights; rights of the irrigation facility operator to perform maintenance; control of domestic pets; weed management responsibilities; and other agriculture-related factors that may be present.

Conditions of Approval for the proposed Subdivision will require a Five Year Weed Management Plan to be completed to mitigate noxious weeds; a Montana Pollutant Discharge Elimination System (MPDES) permit for stormwater and erosion control; and restrictive covenants providing notice about agricultural operations in the area; that the property should be maintained in weed-free manner; the use of best management practices for erosion control during construction; and restraining domestic pets on the property.

3. Per Chapter XI.T of the County Subdivision Regulations, all subdivisions must be designed to avoid or mitigate any significant adverse impacts on agriculture.

Conditions of Approval for the proposed Subdivision will require a Five Year Weed Management Plan to be completed to mitigate noxious weeds; a Montana Pollutant Discharge Elimination System (MPDES) permit for stormwater and erosion control; and restrictive covenants providing notice about agricultural operations in the area; that the property should be maintained in weed-free manner; the use of best management practices for erosion control during construction; and restraining domestic pets on the property. Other Conditions of Approval will provide the opportunity to financially guarantee any improvements required by the MPDES permit or weed management plan.

Conditions of Approval Nos. 2, 8.g, 8.h, 8.i, 8.m, 8.q, 9, and 13a are required to mitigate impacts to Agriculture. (A full list of the Conditions of Approval is found starting on Page No. 36.)

Condition of Approval No. 2 mitigates impacts under Findings No. 2 & 3.

Condition of Approval No. 8.g, 8.h, 8.i, 8.m, 8.q mitigates impacts under Findings No. 2 & 3.

Condition of Approval No. 9 mitigates impacts under Findings No. 2 & 3.

Condition of Approval No. 13a mitigates impacts under Findings No. 2 & 3.

**CONCLUSION:** The Wade Minor Subdivision will have adverse impacts on agriculture. The impacts to agriculture, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

### IMPACTS ON AGRICULTURAL WATER USERS

#### **FINDINGS OF FACT:**

1. Per Chapter XI.L.13 of the County Subdivision Regulations, where a subdivision is traversed by a watercourse, drainage way, channel, ditch, or stream, easements or rights-of-way may be required to parallel the lines of such watercourse at a sufficient width to allow for maintenance or to protect natural drainage. Setbacks on each side of irrigation canals or ditches may be required for maintenance purposes.

According to the preliminary plat application, the subdivision is not traversed by a watercourse, drainage way, channel, ditch, or stream, easements or rights-of-ways.

2. Per Chapter XI.BB.a, irrigation ditch easements must be, “in locations of appropriate topographic characteristics and sufficient width to allow the physical placement and unobstructed maintenance of open ditches or below ground pipelines for the deliver of water for irrigation to persons and land legally entitled to the water under an appropriated water right or permit of an irrigation district or other private or public entity formed to provide for the use of the water right on the subdivision lots.” Chapter XI.BB.b requires that ditch easements are a sufficient distance from the centerline of the ditch to allow for construction, repair, maintenance and inspection of the ditch. A minimum of 10 feet is required on each side of irrigation canals and ditches for maintenance purposes.

According to the preliminary plat application no irrigation ditch easement traverses the subject property.

3. Per Chapter XI.T of the County Subdivision Regulations, “where a subdivision is traversed or bordered by an irrigation ditch, the subdivider may be required to fence or otherwise restrict access to the ditch to protect public health and safety. Determining the type of access restriction shall be based on consideration of the size of the ditch, seasons of flow, type of subdivision, other safety factors, and comments from the irrigation district or water users association, if any.”

According to the preliminary plat application no irrigation ditch easement traverses the subject property.

4. Per Chapter XI.T of the County Subdivision Regulations, all subdivisions must be designed to avoid or mitigate any significant adverse impacts on agricultural water users or agricultural water facilities.

According to the application, no impacts from the Subdivision on agricultural water user facilities will occur as no parcels surrounding the proposed subdivision have agricultural uses.

**CONCLUSION:** The Wade Minor Subdivision will not have adverse impacts on agricultural water user facilities.

#### IMPACTS ON LOCAL SERVICES

#### **FINDINGS OF FACT REGARDING WATER & WASTEWATER:**

1. Per Chapter I.C.7, 8, 9, 10, and 11 of the County Subdivision Regulations, the purposes of these regulations are to promote the public health, safety, and general welfare and to provide for the provision of potable water; the protection and rights of all citizens; the avoidance of subdivisions that would involve unnecessary environmental degradation; the avoidance of subdivisions that would cause danger or injury to public health, safety and general welfare by reason of the lack of adequate or sufficient water; and the avoidance of subdivisions that would require an excessive expenditure of public funds for the supply of public services.

Water is proposed to be provided to each lot via individual on-site wells. Well log data from the Montana Bureau of Mines and Geology (MBMG) Ground Water Information Center (GWIC) from the closest wells to the subject property indicate an average total well depth between 73.2 and 93.5 feet with an average static water level of 81.1 feet.

The Water Quality Protection District (WQPD) provided a comment indicating, “the WQPD has groundwater level data from four wells near the development site (GWIC: 189417, 197571, 246101, and 258300). Well 246101 is located northwest of the development, adjacent to Silver Creek. The groundwater levels have remained around 30 to 40 feet below ground level over the past 14 years. Wells 197571 and 258300 are located south of the development along Silver Creek. The groundwater levels in both wells have maintained around 60 to 70 feet below ground level over the past 5 years. Well 189417 is located east of the development and the groundwater levels have remained stable around 80 to 90 feet below ground level. All well data in the WQPD database indicate local groundwater levels have been stable in the past; however seasonal fluctuations do occur and can account for 10 to 20 feet of variability. Wells should be drilled based on the seasonal low groundwater level.

The area of the development is underlain by the Helena Valley-Fill Aquifer. This aquifer is composed of quaternary cobbles, gravels, sands, silts, and clays exhibiting a high degree of horizontal hydraulic conductivity. The potentiometric surface portrays groundwater flow east, towards Lake Helena. Aquifer recharge is achieved through infiltration of streams, irrigation canal leakage, and bedrock fractures.

WQPD recommends that individual groundwater wells be drilled to depths well below the water table at its seasonal lowest. Groundwater levels are typically at their highest in late spring when snowmelt is recharging the local aquifers and their lowest in late summer/ fall due to increased water demand during irrigation season.”

A condition of approval will require a restrictive covenant providing notice to the property owner regarding the WQPD recommendation that groundwater wells should be drilled to depths well below the water table at its seasonal lowest.

2. Per Chapter XI.M.1 of the County Subdivision Regulations, all water supply systems (including individual wells, shared wells, multi-user, and public water supply systems) shall meet applicable regulations and design standards of the Montana Department of Environmental Quality (DEQ) and the Department of Public Health and Human Services (DPHHS) and comply with existing water rights and water rights regulations. The proposed method of supplying domestic water to each lot in the subdivision must comply with the applicable current Administrative Rules of Montana (ARM). By this reference these DEQ standards are incorporated into and made a part of these regulations. Unless defined elsewhere in these regulations, the terms used in these standards will have the meanings assigned to them in ARM.

The application included a letter dated March 28, 2024 from the Montana Department of Environmental Quality, Jackie Kuhl, PE, PWS Section Supervisor, relating to water right review of the proposed Subdivision. According to the letter, “The McMahan decision is only applicable to new projects submitted after 2/14/2024. All projects submitted prior to that date or approved prior to that date are not subject to that decision. This project was reviewed and approved prior to McMahan decision, if no changes are to be made, we wouldn’t re-reviewed the COSA and it wouldn’t be subject to that decision.”

The Applicant has submitted along with their application materials a letter stating the subject property holds a water right General Abstract #41-127797-00. The abstract reflects a maximum volume of 13-Acre Feet that would be divided between the proposed subdivided lots. Additionally, no other certificates of water right are on file.

On February 14, 2024, Montana’s First Judicial District Court issued an order in *Upper Missouri Waterkeeper, et al v. DNRC*, in which it ruled that DNRC incorrectly applied the law when it determined that a developer was entitled to appropriate up to 10 acre-feet of water for each phase of a four-phased subdivision under the permit exception. In the wake of the Court's order, DEQ and DNRC terminated the Memorandum of Understanding between the two agencies that formally set forth the predetermination process for water rights. Additionally, the DNRC rescinded the March 22, 2023 Combined Appropriation Guidance and replaced this with a new guidance document on June 26, 2024. Based on best available information at the time of preliminary plat review, the proposed division of water will likely adhere to the most recently adopted Guidance on Combined Appropriations

(Update 6/26/2024) provided utilization of water adheres to the volume and flow rate listed in the predetermination letter.

3. Per Chapter XI.M.2 of the County Subdivision Regulations, the water supply system shall be subject to approval by the governing body, which may require that any proposed public water supply system provide adequate and accessible water for fire protection.

The application indicates that an existing off-site fire protection system located on Bootlegger Drive within the Frontier Village Estates Subdivision will be used to provide a fire protection water supply for the five new lots and is not connected to a public water supply system.

4. Per Chapter XI.M.3 of the County Subdivision Regulations, where the subdivision is within the service area of a public water supply system, the subdivider shall submit plans and specifications for the proposed water system to the water district involved and Montana Department of Environmental Quality (DEQ) and shall obtain their approval prior to undertaking any construction to install such facilities. In cases when the proposed development is within 500 feet of an existing public system, the Applicant must provide evidence that the public water supplier has been contacted and the Applicant can meet the appropriate standards. If connection to an existing public system is denied, then the landowner must submit plans and specification for the proposed water systems to the County for review and approval.

The subject property is not located within 500 feet of an existing public water or wastewater treatment system.

5. Per Chapter XI.M.5 of the County Subdivision Regulations, all pump tests for ground water wells must comply with all applicable requirements and standards set by Montana Department of Environmental Quality (DEQ).

Pump tests will not be required for the proposed Subdivision application but may be required by DEQ as part of the Certificate of Subdivision Approval for the Subdivision.

6. Per Chapter XI.N.1 of the County Subdivision Regulations, all sewage wastewater treatment systems shall meet the regulations and design standards of the Montana State Department of Environmental Quality (DEQ), the Public Health - Environmental Services Division (PHESD), and applicable zoning regulations. The proposed method of disposing of sewage from each lot in the subdivision must comply with the Administrative Rules of Montana (ARM) 17.36.301, 17.36.302, 17.36.312, and 17.36.320 through 17.36.326 or subsequent amendments as applicable. By this reference these DEQ standards are incorporated into and made a part of these regulations. Unless defined elsewhere in these regulations, the terms used in these standards will have the meanings assigned to them in ARM 17.36.101.



Wastewater treatment is proposed to be provided by individual onsite systems. Ground water monitoring was not required as a result of a test hole conducted in 2005 indicate the area is not subject to high groundwater.

7. Per Chapter XI.N.2 of the County Subdivision Regulations, the means of wastewater treatment shall be subject to approval by the governing body.
8. Per Chapter XI.N.5 of the County Subdivision Regulations, before the governing body will approve the final plat of a subdivision containing lots of less than 20 acres in size, the subdivision must have been approved by Montana Department of Environmental Quality (DEQ) or other authorized reviewing authority under the Sanitation in Subdivisions Act Sections 76-4-101 *et seq.*, MCA. This approval applies to the development of the lots at the time of the approval and is no guarantee that the location for a septic system will be available when the lots are actually developed. The Application contains a fully approved COSA (EQ#07-2709) by Montana Department of Environmental Quality.

The individual on-site wastewater treatment systems are subject to review and approval by Montana Department of Environmental Quality (DEQ), the Lewis and Clark Public Health - Environmental Services Division and the County Commission.

A condition of approval will require a restrictive covenant providing notice to the property owner that all individual wastewater treatment systems are required to be reviewed and approved by the Lewis and Clark County Public Health.

9. Per Chapter XI.I.10 of the County Subdivision Regulations, a governing body may require a restrictive covenant on the property, waiving the right to protest a district to fund the installation and/or maintenance of capital improvements such as water supply systems, wastewater treatment systems. This waiver will be required for the Subdivision.

Conditions of Approval Nos. 1 8.p, 8.t and 8.u are required to mitigate impacts to water and wastewater under local services. (A full list of the Conditions of Approval is found starting on Page No. 36.)

Condition of Approval No. 1 mitigates impacts under Findings No. 1, 2, 6, and 8.

Condition of Approval No. 8.p mitigates impacts under Finding No. 9.

Condition of Approval No. 8.t mitigates impacts under Finding No. 1.

Condition of Approval No. 8.u mitigates impacts under Finding No. 8.

#### **FINDINGS OF FACT REGARDING SOLID WASTE:**

1. Requirements for solid waste collection and disposal must be in compliance with Chapter XI.O of the County Subdivision Regulations.

The subject property is within the Scratch Gravel Solid Waste District and a solid waste fee will be assessed for each lot. Contract collection and disposal of solid waste is available from Tri-County Disposal and contracting with a solid waste provider will be the responsibility of the property owners. Property owners may transport and dispose of solid waste at the Helena Transfer Station.

No conditions of approval are required to mitigate impacts to solid waste under local services.

**FINDINGS OF FACT REGARDING MAIL DELIVERY:**

1. Mail collection and delivery shall be in compliance with Chapter XI.J of the County Subdivision Regulations.

According to the application, the Applicant proposes to utilize mail collection boxes onsite. Any new mailbox facilities shall be installed approved by the United States Postal Service and in accordance with Postal Service specifications. All requirements and specifications of the permit shall be met prior to final plat approval unless the subdivider financially guarantees the completion of the permit.

Conditions of Approval Nos. 6, 4, 7.c, and 13.b are required to mitigate impacts on mail delivery under local services.

Condition of Approval No. 6 mitigates impacts under Finding No. 1.  
Condition of Approval No. 4 mitigates impacts under Finding No. 1.  
Condition of Approval No. 7.c mitigates impacts under Finding No. 1.  
Condition of Approval No. 13.b mitigates impacts under Finding No. 1.

**FINDINGS OF FACT REGARDING UTILITIES:**

1. The installation of utilities shall be in compliance with Chapter XI.P of the County Subdivision Regulations.

According to the application, the Subdivision will be served with electrical power, natural gas, and internet service, which will be extended underground into the proposed Subdivision. Electrical power and Natural Gas lie adjacent to the West property boundary. A letter from Kyle Woodlief Construction Engineer from Northwestern Energy stated in a letter dated, October 24, 2024, " I've reviewed the location of your proposed subdivision on Green Meadow Dr (S13, T11N, R4W) in Helena, Montana and determined that Northwestern Energy currently has electric and gas facilities available in the immediate area. The projected 5 lots will require that some additional distribution infrastructure will need to be installed before new electric and or natural gas service can be connected to NorthWestern Energy's distribution system. Please complete a new service application and deliver it to our new construction desk. Once received the signed application, a Northwestern Energy engineer will begin working on a solution to extend electric primary

and or natural gas to the main project lots. All electric and natural gas facilities shall be; installed according to Northwestern standards, subject to our standard terms and conditions for adding new buildings to our system.”

2. The installation of utility easements shall be in compliance with Chapter XI.Q of the County Subdivision Regulations.

Prior to final plat approval, utility easements will have to be provided in accordance with the Lewis and Clark County Subdivision Regulations where utilities are, or will be, installed and where necessary for the future extension of services. This may require more or less utility easements to be dedicated than proposed, depending on the needs of the utility providers.

3. Per Chapter XI.H.17 of the County Subdivision Regulations, if utilities are to be installed after an access road is constructed, the subdivider shall install conduit prior to road construction per the requirements of the utility providers to ensure that utilities can be installed without disturbing the roadbed.

Conditions of Approval Nos. 4, 7.a, 8.d and 13.c are required to mitigate impacts on utilities under local services. (A full list of the Conditions of Approval is found starting on Page No. 36.)

Condition of Approval No. 4 mitigates impacts under Findings No. 1, 2, and 3.

Condition of Approval No. 7.a mitigates impacts under Findings No. 1, 2, and 3.

Condition of Approval No. 8.d mitigates impacts under Findings No. 1, 2, and 3.

Condition of Approval No. 13.c mitigates impacts under Findings No. 1, 2, and 3.

#### **FINDINGS OF FACT REGARDING ROADS AND TRAFFIC:**

1. Per Chapter XI.H.1 of the County Subdivision Regulations, roads located within a subdivision, shall meet appropriate County design specifications in the Lewis and Clark County Public Works Manual. The appropriate road classification standard shall be determined through a traffic impact study by a professional engineer registered in the State of Montana.

Direct access to the Subdivision lots will be off of the proposed public access easement which is proposed to terminate in a cul-de-sac. The Applicant will construct proposed public access easement to a Local Road Section No. 2 (paved) standard with roadside ditches from the approach with Green Meadow Drive. The proposed length of Internal access easement will not exceed the maximum dead end road length of 700 feet. Prior to the construction of the internal access easement or the installation of any utilities, plans for the subject road and utilities shall be submitted to Public Works for review and approval. An approach

permit from the Montana Department of Transportation must be obtained before construction of the approach to Green Meadow Drive, a State secondary highway.

The Applicant is requesting a variance to Chapter XI.H.4 which states, *“Whenever physically feasible, all roads shall connect to other roads within the neighborhood or development and connect to existing or projected through streets and provide access to adjacent parcels, as part of an interconnected road network, outside of the development.”*

The subject property is located with an existing Storage Unit facility to the south, and residential uses along the north and east. Green Meadow Drive borders the property to west.

Given the developmental and topographic constraints to the west and existing development to the east and north, no road connections are proposed to connect to these lots.

2. Per Chapter XI.H.2 of the County Subdivision Regulations, the arrangement, type, extent, width, grade, and location of all streets shall be assessed in respect to existing and planned streets, topographical conditions, public convenience, and safety, and to proposed uses of the land to be served by them.

Direct access to the Subdivision lots will be off-of the existing Green Meadow Drive, a State Highway. The proposed internal access easement which will be constructed to a Local Road Section No. 2 (paved) with roadside ditches. The subject property and surrounding area is relatively flat with no intersection visibility constraints due to topography. As stated in the Traffic Impact Study, “Visibility from the proposed approach location is unrestricted.”

The application states that the existing parcel has two existing approaches off Green Meadow Dr, those approaches will be removed as part of this application. A new approach will be applied for from Montana Department of Transportation directly across from an existing approach on the west side of Green Meadow Drive.

Each property owner will be responsible to apply for an approach permit from Lewis and Clark County Public Works Department for access onto the County road.

3. The proposed Subdivision shall be in compliance with Chapter XI.H.3 of the County Subdivision Regulations to address impacts to adjacent and offsite roads.

The Applicant has submitted a Traffic Impact Study (TIS) prepared by Robert Abelin, P.E. from Abelin Traffic Services (February, 2022), which evaluated potential traffic generation and trip distribution. According to the TIS, the project will generate an estimated 74 additional vehicle trips per day onto Green Meadow Drive which has 1,900 vehicles per day. The additional vehicle trips will not impact the Level of Service of Green Meadow Drive will not be impacted by the proposed development. Because Green Meadow Drive is an MDT-

maintained State secondary highway, no proportionate share of impact requirements outlined in Chapter XI.H.3 will be required.

4. Per Chapter XI.H.4 of the County Subdivision Regulations, whenever physically feasible, all roads shall connect to other roads within the neighborhood or development and connect to existing or projected through streets and provide access to adjacent parcels, as part of an interconnected road network, outside of the development.

The Applicant is requesting a variance to Chapter XI.H.4 which requires connections to adjacent parcels for the purpose of developing an interconnected road network. Proposed public access easement will terminate in a cul-de-sac terminating connectivity to adjoining parcels. The subject property is located with an existing storage unit facility to the south, and residential uses along the north and east. Green Meadow Drive borders the property to west.

Given the developmental and topographic constraints to the west and existing development to the east and north, no road connections are proposed to connect to these lots.

5. Per Chapter XI.H.5 of the County Subdivision Regulations, all streets and roads shall be designed and developed in accordance with the Greater Helena Area Transportation Plan. The developer shall develop arterials and collector roads in accordance with the transportation plan or provide and develop right-of-way for such roads in accordance with these plans.

The proposed internal public access road within the Subdivision will be classified as a County road. Green Meadow Drive, a major collector road, is located within a 60-FT wide right-of-way along the subject property. No additional right-of-way or improvements will be required as part of this proposal.

6. Per Chapter XI.H.6, all roads shall be designated as County road easements, and shall be shown and described as such on the final plat.

A condition of approval for the proposed Subdivision will require that the Public Access & Utility Easement be dedicated as County road easement on the final plat.

7. Per Chapter XI.H.7 of the County Subdivision Regulations, all internal roads and streets within subdivisions shall be maintained by creating and properly funding a rural improvement district. In all subdivisions, property owners shall sign a waiver of right to protest joining a rural improvement district. A waiver of the right to protest may not be valid for a time period longer than twenty (20) years after the date that the final subdivision plat is filed with the County Clerk and Recorder. Where a rural improvement district exists, the subdivider shall enter into said district. At a minimum, rural improvement districts shall provide for road maintenance, dust control, weed control, and maintenance of turnouts, traffic control signs, and drainage facilities.

The internal roads for the Subdivision will be included in a new Rural Improvement District (RID) for the maintenance of the road. Yearly road maintenance will include plowing of snow/sanding, weed control, storm drain cleaning, dust control, and grading.

8. Per Chapter XI.H.8, local roads and residential driveways shall not have direct access onto roads that are functionally classified as state highways, arterial roads or major collectors. Where there is no other reasonable alternative to a local road or residential driveway accessing a state highway, arterial road or major collector, an approach permit must be obtained from the appropriate agency (Montana Department of Transportation, City of East Helena, City of Helena, Lewis and Clark County) before approval can be granted for the proposed road or driveway.

The proposed Public Access & Utility Easement, a proposed local road serving lots within the proposed Subdivision will have direct access to Green Meadow Drive, a State secondary highway, as no other access exists to the property. An approach permit will be applied for the access to Green Meadow. In order to reduce access along the state highway, a “no access” restriction will be placed on the face of the final plat along Green Meadow Drive on Lots 1 and 5.

9. Per Chapter XI.H.9 of the County Subdivision Regulations, unless designed as part of an integrated road network, or identified as an important traffic corridor, or public health and safety would be enhanced by a through connection, local streets should be designed to discourage through traffic.

The proposed Public Access & Utility Easement will terminate within the proposed subdivision, not providing for through traffic.

10. Per Chapter XI.H.10 of the County Subdivision Regulations, whenever a subdivision abuts or contains an existing or proposed collector, arterial highway, or other major thoroughfare, the governing body may require the following: frontage roads; a reservation prohibiting access along certain property lines; deep lots; building setbacks; County road easements or reservations for additional right-of-way; and/or other treatment as necessary for adequate protection of residential properties, and to separate collector or arterial traffic from local traffic.

A condition of approval will require a 50-FT “No Build” setback along the western boundary of the lot, prohibiting the construction of all new structures, wells, drainfields, replacement drainfields to facilitate any future widening of the road. This setback begins at the edge of the right-of-way/ easement for Green Meadow Drive

The proposed internal Public Access & Utility Easement, a proposed local road serving lots within the proposed Subdivision will have direct access to Green Meadow Drive a State

secondary highway, as no other access exists to the property. An approach permit will be applied to MDT for the access to Green Meadow Drive.

In order to reduce access along the state highway, a “No Access” restriction will be placed on the face of the final plat along Green Meadow drive on proposed Lots 1 and 5.

11. Per Chapter XI.H.11 of the County Subdivision Regulations, a dead-end street must include a cul-de-sac or hammerhead turnaround unless the dead-end road is proposed as part of a future road connection pursuant to XI.H.16 and the road connection does not serve as access to any lots in the subdivision. All aspects of a dead-end street shall meet the design and construction standards of Section 4 of the Lewis and Clark County Public Works Manual.

A condition of approval will require the proposed hammerhead turnaround on the proposed Public Access & Utility Easement to meet the design and construction standards of the County Public Works Manual (Typical Section No. 2).

12. Per Chapter XI.H.12 of the County Subdivision Regulations, the County only accepts the dedication of full width County road easements unless: 1) a subdivision abuts an existing County road easement that is less than the required width, and the remaining portion of the County road easement can be dedicated within such subdivision; 2) the dedication of a partial width County road easement provides, or could provide, for interconnectivity of a road network in accordance with the Greater Helena Area Transportation Plan; and/or 3) the dedication of a partial width County road easement provides, or could provide, for the interconnectivity of roads when the adjoining property is subdivided.

A condition of approval for the proposed Subdivision will require the Applicant to dedicate a 60-foot-wide County road easement for the proposed internal Public Access & Utility Easement.

13. Per Chapter XI.H.13 of the County Subdivision regulations, horizontal and vertical alignment of streets shall conform to the requirements of the Lewis and Clark County Public Works Manual.

A condition of approval will require the proposed Public Access & Utility Easement be certified as meeting County road standards by a professional engineer registered in the State of Montana with concurrence by Public Works.

14. Per Chapter XI.H.14 of the County Subdivision Regulations, intersections shall conform to the requirements of the Lewis and Clark County Public Works Manual.

A condition of approval for the Subdivision will require that intersections conform to the requirements of the County Public Works Manual.

15. Per Chapter XI.H.16 of the County Subdivision Regulations, when County road easements are extended to exterior property boundaries within a subdivision for a future road connection as provided in Section XI.H.4, the roadway shall be constructed in accordance with the County Road Standards in the Lewis and Clark County Public Works Manual.

The Applicant is requesting a variance to Chapter XI.H.4 which states, "*Whenever physically feasible, all roads shall connect to other roads within the neighborhood or development and connect to existing or projected through streets and provide access to adjacent parcels, as part of an interconnected road network, outside of the development.*" The cul-de-sac at the terminus of the 60-FT Public Access and Utility Easement will not provide connectivity.

16. Per Chapter XI.H.18 of the County Subdivision Regulations, no subdivision shall be designed in such a way that prevents or inhibits public access by a gate or other method of obstruction on any road within or accessing the subdivisions.

No gates or obstructions are proposed for use within the Subdivision.

17. Per Chapter XI.H.19 of the County Subdivision Regulations, any property accessing a County or public road must have an approach permit. The following items shall also be incorporated into design and construction: (a) all driveway approaches shall conform to the road approach permit requirements of the Lewis and Clark County Public Works Manual; (b) driveway turns shall have a turning radius no less than thirty (30 ft.) feet; (c) a driveway's traveled way, including bridges and cattle guards, shall be a minimum of twelve (12 ft.) feet in width and have a vertical clearance of at least fourteen and one-half (14.5 ft.) feet over its full width; (d) driveway bridges and cattle guards need to meet HS20 load rating standards; (e) all driveway gates shall be located a minimum of thirty (30 ft.) feet from the public right-of-way and shall open inward. Gate openings shall provide a clear opening of not less than twelve (12 ft.) feet; (f) fire department personnel shall have ready access to locking mechanisms, on any gate restricting access on a driveway; (g) driveway rights-of-way shall be a minimum of twenty (20 ft.) feet wide to accommodate the traveled way, vegetation modification, and other local requirements; (h) driveway grades shall be no greater than eleven (11%) percent; (i) every dead-end driveway more than three hundred (300 ft.) feet in length shall be provided with a turnaround at the terminus having a minimum radius of fifty (50 ft.) feet to the center line or a "hammerhead-T" turnaround to provide emergency vehicles with a three-point turnaround ability; (j) driveway access shall be located at least fifteen (15 ft.) feet from the closest edge of turnouts and shall not be located on a turnout; and (k) driveway access shall be at a location that does not conflict with the requirements of XI.F.5, XI.F.6, XI.F.10, and XI.H.10 in these regulations.

A condition of approval for the proposed Subdivision will require the Applicant to apply for an approach permit from MDT for the development of Wade Minor Subdivision. The Developer must supply information to MDT concerning the anticipated types of vehicles using the approach, this is due to the proposed commercial lot. A covenant will also provide notification to future property owners that an approach permit is required from the County



Public Works Department for all driveway accesses onto the proposed internal public road easement.

18. Per Chapter XI.I.1 of the County Subdivision Regulations, all roads within subdivisions shall be dedicated as County roads, except within mobile home and recreational vehicle parks.

A condition of approval will require all roads within the Subdivision to be dedicated as County road easements.

19. Per Chapter XI.I.2 of the County Subdivision Regulations, all roadway improvements required by the governing body, including pavement, curbs, gutters, sidewalks, driveway approaches and drainage shall be constructed in accordance with the specifications and standards prescribed in these regulations, and the Lewis and Clark County Public Works Manual, using materials approved by the governing body.

A condition of approval for the proposed Subdivision will require that the proposed Public Access & Utility Easement and the proposed cul-de-sac will be certified by a professional engineer registered in the State of Montana as meeting the design and construction standards of the County Public Works Manual (Typical Section No. 2) with concurrence by Public Works. A covenant will also provide notification to future property owners that an approach permit is required from the County Public Works Department for all driveway accesses onto the proposed internal road network.

20. Per Chapter XI.I.3 of the County Subdivision Regulations, the subdivider must provide proof that all easements are County road easements.

A condition of approval will require roads within the Subdivision be dedicated as County road easements and shown on the final plat as County road easements.

21. Per Chapter XI.I.4 of the County Subdivision Regulations, existing trees and other vegetation shall be preserved where possible. Plantings may be required for buffering, screening, weed control, or soil erosion protection and are subject to approval by the governing body.

A condition of approval requiring the revegetation of areas disturbed by road construction and utility installation will be required for the Subdivision.

22. Per Chapter XI.I.6 of the County Subdivision Regulations, street or road signs and traffic control devices, when appropriate, shall be placed at all intersections by the developer or included as part of the public improvement's agreement. Traffic control devices and placement shall be consistent with the Manual on Uniform Traffic Control Devices, available from the County Public Works Department.

A condition of approval will require road names for any new roads be submitted to the City-County Address Coordinator for review and approval, and road names be shown on the final

plat and all other documents of the proposed Subdivision. A signing plan for traffic control and street identification signs must be submitted to the County Public Works Department and the Montana Department of Transportation for review and approval and all signs installed in accordance with MUTCD and MDT standards and guidance. Addresses assignments for each lot must be obtained prior to final plat approval by the Address Coordinator.

23. Per Chapter XI.I.8 of the County Subdivision Regulations, prior to construction of any public improvements, and after receiving preliminary approval, County Planning must review and approve all plans for public improvements required to be submitted by the subdivider, and the subdivider must obtain all necessary permits, which may include but are not limited to: a weed management plan, approach permits, encroachment permits, provisional permits for water supply systems, and floodplain development permits, as well as any permits required by state and federal agencies.

Conditions of approval will require that plans for new public improvements required by the Subdivider be submitted to the County Planning Department and Public Works Department for review. In addition, conditions of approval will require that all permits, including the MDT approach permit, must be obtained by the subdivider and must be submitted to the County Planning Department and County Public Works Department for review.

24. Per Chapter XI.H.7 of the County Subdivision Regulations, all internal roads and streets within subdivisions shall be maintained by creating and properly funding a rural improvement district.

A condition of approval will require the creation of a rural improvement district to maintain the roads in the Subdivision.

25. Per Chapter XI.I.10 of the County Subdivision Regulations, the governing body may require a restrictive covenant on the property, waiving the right to protest a district to fund the installation and/or maintenance of capital improvements such as water supply systems, wastewater treatment systems, solid waste, parks, open space, conservation areas, roads, sidewalks, non-motorized trails, fire protection, grading and drainage, erosion and sediment control, weed control, vegetation management, mailboxes, outdoor lighting, and other utilities. The waiver of a right to protest must identify the capital improvements for which protest is being waived. A waiver of a right to protest may not be valid for a time period longer than 20 years after the date that the final subdivision plat is filed with the County Clerk and Recorder.

A covenant is included in the Conditions of Approval that will provide notification to property owners of the waiver to the right to protest the joining or creation of an RID or special district to fund the installation and/or maintenance of roads providing access to the proposed Subdivision.

Conditions of Approval Nos. 4, 5, 7.b, 7.d, 7.e, 8.b, 8.f, 8.r, 8.s, 9, 10, 11, 12, and 14 are required to mitigate impacts on roads and traffic under local services. (A full list of the Conditions of Approval is found starting on Page No. 36.)

Condition of Approval No. 4 mitigates impacts under Findings No. 1, 11, 12, 13, 14, 18, 19, 20 and 23.

Condition of Approval No. 5 mitigates impacts under Finding No. 1, 8, 10, 17, and 23.

Condition of Approval No. 7.b mitigates impacts under Finding No. 5, 6, 12, 18, and 20.

Condition of Approval No. 7.d and 8.r mitigates impacts under Finding No. 2, 8, and 10.

Condition of Approval No. 7.e mitigates impacts under Finding No. 10.

Condition of Approval No. 8.b mitigates impacts under Findings No. 17 and 19.

Condition of Approval No. 8.f mitigates impacts under Findings No. 7 and 25.

Condition of Approval No. 8.s mitigates impacts under Findings No. 10.

Condition of Approval No. 9 mitigates impacts under Finding No. 21 & 23.

Condition of Approval No. 10 mitigates impacts under Finding No. 21 & 23.

Condition of Approval No. 11 mitigates impacts under Finding No. 22.

Condition of Approval No. 12 mitigates impacts under Finding No. 22.

Condition of Approval No. 14 mitigates impacts under Finding No. 7 and 24.

#### **FINDINGS OF FACT REGARDING SCHOOLS:**

1. The proposed Subdivision is located in the Helena School District and will be served by Jim Darcy Elementary School, CR Anderson Middle School and Capital High School. The Applicant states that there are currently no known capacity restraints. The impacts of the proposed 5 lot Subdivision are not anticipated to significantly impact the Helena School District as a whole.

No Conditions of Approval are required to mitigate any impacts to schools under local services, as there are no known capacity constraints within the School District to accommodate the additional students generated by the proposed Subdivision.

#### **FINDINGS OF FACT REGARDING EMERGENCY SERVICES:**

1. Per Chapter XI.S of the County Subdivision Regulations, all subdivisions shall be planned, designed, constructed, and maintained in compliance with the fire protection standards described in Appendix K to minimize the risk of fire and to permit the effective and efficient suppression of fires in order to protect persons, property, and forested areas.

Per Appendix K.18-4, Fire protection options for new subdivision are grouped into two categories, Class 1 and Class2. The determination of what Class the subdivision would fall under is based on density of the subdivision. Class II subdivision based on less than 20 lots with a density of 1 to 4.9 acres per dwelling unit.

Class II subdivisions require a water supply system of sufficient volume, pressure and water distribution system to fight fire on site according to the following schedule:

1. One-and Two-Family Dwellings

a. 250 gpm for two hours

- i. Water shall be supplied by a well and pump with required volume and minimum pressure of 20 PSI. An overhead fill may be required in order to fill tanker. The fill site must be useable year-round and the FPAHJ must have legal in perpetuity.
- ii. Water shall be supplied by a tank/ pressurized hydrant combination. The tank may be constructed from plastic, concrete, fiberglass or other materials capable of holding and maintaining the required water supply. The tank must be built and installed so as to last a minimum of 30 years. The pump must be capable of delivering the required gpm at a minimum of 20 psi from approved fire hydrant. The system shall be inspected and certified by a Professional Engineer and approved by the FPAHJ.

Or

- iii. 30,000-gallon storage with dry hydrant. Dry hydrant applications may be used for ponds, streams, and lakes. The system must be designed to be useable and accessible year-round. All pipes must be a minimum of 6-inch diameter and the threads at the outlet must be 6-inch male NST.

The Applicant is requesting a variance to Section XI.S, Appendix K, Section 18-4.6(4) which requires the an off-site water supply system to be located no longer than one county road mile from an existing or proposed internal access road for the subdivision. The Applicant is requesting to utilize an existing off-site fire protection water source on Bootlegger Drive within the Frontier Village Estates Subdivision to provide a water source for fire protection, approximately 2 miles. The Bootlegger Drive well, water line and hydrant are located within a Public Access & Utility Easement. The Fire protection System was established when the Frontier Village Estates Subdivision was platted in 2011. The West Valley Fire District, the Fire Protection Agency Having Jurisdiction (FPAHJ), maintains the system for area-wide use. While this system is located off-site of the proposed Subdivision, Email correspondence dated November 25, 2024 from David Hamilton, Fire Chief of the West Valley Fire District, notes his support in using the Frontier Village Estates Subdivision fire protection system for the proposed Subdivision.

2. The Applicant is requesting a variance to Section XI.S, Appendix K, Section 18-4.6(5) which requires the Fire Protection Agency Having Jurisdiction (FPAHJ) not have to cross an arterial or major collector road to get to an off-site water supply systems for fire suppression. Because Bootlegger Drive is located north of Green Meadow Drive, a collector road, a

variance must be granted if the Applicant wishes to satisfy the requirements of Section XI.S, Appendix K, Section 18-4.6(5).

3. The Subdivision application materials indicate this fire system can produce in excess of 750 GPM for two hours at 20 PSI. In order to satisfy requirement Section XI.S, Appendix K, Section 18-4.6(3). Use of an existing off-site water supply system does not diminish the fire protection provided to the subdivision(s) it was originally built to serve or it is upgraded and/or expanded to provide volume, pressure, and distribution in accordance with these regulations for all subdivisions utilizing the system for fire protection in accordance with these Subdivision Regulations.

The proposed offsite fire system currently serves a total of 102 single family lots within the Frontier Village Estates, Buckboard Meadows and Garden Valley developments. With the addition of the lots in the Wade Minor subdivision, the system will be proposed to serve a total of 105 lots, with an average size/ dwelling of more than 1-acre and less than 5-acres. This makes the system a "Class 1", and the density requires the system to produce 750 GPM at 20 PSI. The system is capable of more than 750 GPM for two hours at 20 PSI and therefore meets the requirements without diminishing fire protection in the developments currently being served.

4. A condition of approval will require the subdivider to provide a certification from an engineer, licensed in the State of Montana, stating that any existing, new, or improved fire protection water supplies serving the Subdivision comply with the requirements of preliminary approval. The subdivider shall also submit a written verification from the Fire Protection Authority Having Jurisdiction (FPAHJ) stating that the FPAHJ has inspected and tested the fire protection water supplies serving the subdivision.

Address assignments for each lot must be obtained prior to final plat approval in accordance with the Lewis and Clark County Site Address and Road Naming Conventions manual.

5. Per Appendix K 18-4.3 of the County Subdivision Regulations, an easement for unrestricted use by the fire department, in perpetuity, of the water supply system shall be recorded and noted on the plat.

No easements are necessary unless a fire protection system is installed onsite.

6. Per Appendix K 18-4.3(2) of the County Subdivision Regulations, the subdivider shall establish or join a Rural Improvement District (RID) for the maintenance of the off-site water supply system that includes the subdivision is established prior to the final plat approval unless the off-site water supply is maintained by the FPAHJ or public water system that provides adequate funding to maintain the system.

Currently the Frontier Village Estates Fire System Rural Improvement District No. 2016-4 funds the maintenance of the fire protection system located within the Frontier Village Estates Subdivision. Additional Subdivisions within that RID include Buckboard Meadows and Garden Valley subdivision.

A condition of approval will require the Applicant to request to join the Frontier Village Fire System Rural Improvement District No.2016-004.

7. Per Chapter XI.M.2 of the County Subdivision Regulations, the water supply system shall be subject to approval by the governing body, which may require that any proposed public water supply system provide adequate and accessible water for fire protection.

The Applicant is not proposing a water supply system on site.

8. Per Chapter XI.M.11 of the County Subdivision Regulations, any public water supply system must provide adequate and accessible water for fire protection, unless an alternative fire-fighting water supply system is approved for use by the governing body and recommended for use by the Fire Protection Authority Having Jurisdiction (FPAHJ).

The Applicant is not proposing a water supply system on site.

9. Per Chapter XI.C.1.I of the County Subdivision Regulations, the governing body may find land to be unsuitable for subdivision because of natural or human caused hazards identified during the subdivision review process. These lands must not be subdivided for building or residential purposes unless the hazards are eliminated or will be overcome by approved design and construction techniques. Examples of hazards that could render property unsuitable for subdivision or require mitigation include (but are not limited to) the following: high-risk fire areas (see fire standards).

A vegetation management plan will be prepared for the property as a requirement of the Subdivision Regulations. A copy of this plan shall also be filed with the Clerk and Recorder's Office upon final approval of the proposed Subdivision and a restrictive covenant shall provide notice to property owners of the vegetation management plan and that the plan is on file with the Lewis and Clark County Clerk and Recorder.

The Lewis and Clark County Sheriff's Department will provide law enforcement services for the proposed Subdivision. Emergency medical and ambulance services are provided by Saint Peters Hospital for the proposed Subdivision. Fire protection services are currently provided by the West Valley Fire District.

10. Per Chapter XI.C.5 of the County Subdivision Regulations, the governing body may find land to be unsuitable for subdivision because of natural or human caused hazards identified during the subdivision review process. These lands must not be subdivided for building or

residential purposes unless the hazards are eliminated or will be overcome by approved design and construction techniques. Building sites shall be prohibited on slopes greater than thirty percent (30) and at the apex of "fire chimneys" (topographic features, usually drainage ways or swales, which tend to funnel or otherwise concentrate fire toward the top of steep slopes), head of draws designated high fire hazard areas, or severe fire hazard areas. The governing body may require a minimum lot size and building envelopes for development in areas of steep slopes greater than thirty (30) percent.

A vegetation management plan will be prepared for the property as a requirement of the Subdivision Regulations. A copy of this plan shall also be filed with the Clerk and Recorder's Office upon final approval of the proposed Subdivision and a restrictive covenant shall provide notice to property owners of the vegetation management plan and that the plan is on file with the Lewis and Clark County Clerk and Recorder.

Conditions of Approval Nos. 3, 7.g, 8.o, 15, and 16 are required to mitigate impacts on emergency services under local services. (A full list of the Conditions of Approval is found starting on Page No. 36.)

Condition of Approval No. 3 mitigates impacts under Findings No. 1, 2, 3, 6 and 7.

Condition of Approval No. 8.o mitigates impacts under Finding No. 1.

Condition of Approval No. 15 mitigates impacts under Findings No. 3.

Condition of Approval No. 16 mitigates impacts under Finding No. 1.

Condition of Approval No. 7.g mitigates impacts under Finding No. 5.

#### **FINDINGS OF FACT REGARDING PARKLAND:**

1. The proposed Subdivision shall be in compliance with the parkland requirements under Chapter XI.R of the County Subdivision Regulations.

In accordance with MCA 76-3-621(3)(e) and Chapter XI.R.3.e of the County Subdivision Regulations, the proposed first minor subdivision is not required to dedicate parkland.

No Conditions of Approval are required to mitigate any impacts to parkland under local services, as first minor subdivisions are not required to provide parkland dedication.

**CONCLUSION:** The impacts to local services (water, wastewater, solid waste, utilities, roads, traffic, schools, emergency services, and parkland), as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

#### **IMPACTS ON THE NATURAL ENVIRONMENT**

#### **FINDINGS OF FACT:**

1. Per Chapter XI.A of the County Subdivision Regulations, all subdivisions must be designed and developed by the Applicant to provide satisfactory building sites that properly relate to topography and must avoid or mitigate any significant adverse impacts on the natural environment.

The subject property is level and thus provides good building sites that will minimize the flow of stormwater and therefore minimize soil erosion that might occur due to the construction of homes and associated infrastructure which could negatively affect the natural environment.

2. Per Chapter XI.C.2 of the County Subdivision Regulations, the governing body may find land to be unsuitable for subdivision because of natural or human caused hazards identified during the subdivision review process. These lands must not be subdivided for building or residential purposes unless the hazards are eliminated or will be overcome by approved design and construction techniques. In addition to specific hazards, there may be cases where a subdivision proposal has potential to place unreasonable burdens on the general public because of environmental degradation, critical fish and wildlife habitat, vegetation listed as rare or threatened, or other factors that may require an excessive expenditure of public funds. In other cases, a proposal may, for a variety of reasons, be detrimental to the health, safety, or general welfare of existing or future residents. In these cases, the governing body has the authority to deny a subdivision request, based on its analysis of impacts, and the inability to mitigate the impacts.

The subject property does not contain hazards associated with steep slopes or areas prone to rock falls, landslides, or avalanches; flooding, high groundwater, high voltage power lines, high pressure gas lines; contaminated soils; or toxic waste.

There are no known geologic hazards on this property that has a very gradual slope to the east. There are no tree or plant species of concern on this most barren parcel.

The WQPD provided comments indicating water quality concerns regarding nitrate which is common contaminant in the Helena Valley due to the numerous potential sources such as septic systems, agricultural products, and animal manure. Residential water quality data submitted to the WQPD indicate elevated nitrate concentrations to the east of the development, near Applegate Road. Local and surrounding land use, past present, can lead to elevated concentrations in the groundwater.

The WQPD recommends future property owners test for nitrate on an annual basis. The WQPD has water quality test kit for nitrates and total coliform bacteria.

A condition of approval will require a restrict covenant providing notice to the property owner that wells should be tested for nitrates on an annual basis.



The Montana Natural Heritage Program Environmental Summary for the proposed project indicates the following after a survey of a 1-mile radius and found 17 Special Occurrences animals. There was (1) one Special Status species, Bald Eagle. No special notes or additional items of concern were given. The Applicant states no habitat on the parcel exists to support Bald Eagles.

3. Per Chapter XI.C.3 of the County Subdivision Regulations, in cases where a subdivision is proposed in areas where mining has historically occurred, the Applicant must contact the Department of Environmental Quality (DEQ) for a file search of their records, to help determine the extent, nature, and impacts of the mining. The DEQ response to the file search request must be included as part of the preliminary plat application. Other related requirements are as follows: a. Unless specifically allowed by the DEQ (and documented through a letter), construction on top of reclaimed lands in which waste materials have been buried and capped is prohibited. In some cases, such areas could potentially be used as open space providing the mine waste repository cap is not disturbed. b. If the subdivision is located in areas where there are safety and/or subsidence issues associated with tunnels or mine shafts, the Applicant must indicate the location and demonstrate how the potential adverse impacts of these features can be mitigated. c. If mining waste or other potentially hazardous materials are present or believed to occur on the property, the Applicant must demonstrate how the potential hazard can be mitigated to protect human health and safety.

Based on research by the applicant, no known mineral rights exist with this property. No mining activities are visible at the or around the parcel.

4. Per Chapter XI.Z of the County Subdivision Regulations, all outdoor lighting fixtures shall be designed and constructed in a manner to ensure that any exterior lighting shall be arranged and directed downward to minimize illumination beyond the property lines.

A condition of approval requires a restrictive covenant providing notice that any exterior lighting shall be arranged and directed downward to minimize illumination beyond the property lines.

5. All proposed/required grading, drainage, and erosion control shall be in compliance with Chapter XI.L of the County Subdivision Regulations.

Stormwater runoff associated with development of the residential & commercial lot will be contained in one detention pond located on proposed Lot 3 as referenced in Department of Environmental Quality Certificate of Subdivision Approval E.Q. #07-2709.

Property owners within the Subdivision will be responsible for maintaining the individual stormwater detention pond. Maintenance of roadside drainage facilities will be accommodated through the internal road RID to be created for the Subdivision at the time of final plat approval.

6. Per Chapter XI.V of the County Subdivision Regulations any subdivider causing one or more acres of ground disturbance is required to contact the Department of Environmental Quality (DEQ) to obtain a Montana Pollution Discharge Elimination System (MPDES) permit. All requirements and specifications of the permit shall be met prior to final plat approval unless the subdivider financially guarantees the completion of the permit.

A Montana Pollution Discharge Elimination System (MPDES) permit is required as a condition of approval if disturbance activity includes the disturbance of less than one acre of total land area that is a part of a larger common plan of subdivision if the larger common plan will ultimately disturb one acre or more; and a restrictive covenant providing notice about the use of best management practices for erosion control during construction. Another condition of approval will provide the opportunity to financially guarantee any improvements required by the MPDES permit.

7. Per Chapter XI.U of the County Subdivision Regulations and pursuant to Section 7-22-2121, MCA of the County Weed Law, anyone significantly disturbing soil must submit a written weed management and re-vegetation plan to the County Weed District. The plan shall be approved and certified by the County Weed District prior to any soil disturbance. All requirements and specifications of an approved plan shall be met prior to approval of the final subdivision plat. An approved weed management plan shall remain in effect for the five-year management period, regardless of any changes in property ownership.

A Five-Year Weed Management Plan is required as a condition of approval for all subdivisions in the County to prevent the propagation of noxious weeds as a result of ground disturbance; and a restrictive covenant providing notice about maintaining the property in a weed-free manner. Another condition of approval will provide the opportunity to financially guarantee any improvements required by the Weed Management Plan.

Conditions of Approval Nos. 2, 7.f, 8.e, 8.g, 8.i, 8.l, 8.t, 9, 10, and 13 are required to mitigate impacts on the natural environment. (A full list of the Conditions of Approval is found starting on Page No. 36.)

Condition of Approval No. 2 mitigates impacts under Findings No. 5 and 7.

Condition of Approval No. 7.f mitigates impacts under Finding No. 5.

Condition of Approval No. 8.e mitigates impacts under Finding No. 4.

Condition of Approval No. 8.g mitigates impacts under Findings No. 6 and 7.

Condition of Approval No. 8.i mitigates impacts under Finding No. 7

Condition of Approval No. 8.l mitigates impacts under Finding No. 2

Condition of Approval No. 8.t mitigates impacts under Finding No. 2

Condition of Approval No. 9 mitigates impacts under Finding No. 6.

Condition of Approval No. 10 mitigates impacts under Finding No. 5.

Condition of Approval No. 13 mitigates impacts under Findings No. 5 and 7.

**CONCLUSION:** The impacts to the natural environment, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

## IMPACTS ON WILDLIFE

### **FINDINGS OF FACT:**

1. Per Chapter XI.L.3.d of the County Subdivision Regulations, it is recommended that the use of native vegetation acknowledge certain plant species' relative attractiveness to wildlife when revegetating an area to stabilize a slope after grading.

A Five-Year Weed Management Plan is required as a condition of approval for all subdivisions in the County to prevent the propagation of noxious weeds as a result of ground disturbance which would negatively impact wildlife; and a restrictive covenant providing notice about maintaining the property in a weed-free manner. Another condition of approval will provide the opportunity to financially guarantee any improvements required by the Weed Management Plan.

2. Per Chapter XI.X of the County Subdivision Regulations, depending on wildlife issues raised during their review of the preliminary plat application, the Board of County Commissioners may require "wildlife friendly" fencing as a condition of approval. While not applicable in all situations, hedges or other vegetative barriers are preferable from a wildlife perspective.

To the north, south and east are developed parcels with residential and commercial uses. The proposed subdivision will remove 6.75 acres that could potentially be utilized by wildlife. Due to the amount of existing nearby development and the small size of the proposed subdivision, the proposed subdivision will have minimal impact on wildlife, however future property owners will be notified of that Montana Fish, Wildlife and Parks can provide information on fencing standards and about living with wildlife in general.

A condition of approval required a restrictive covenant providing notice the property owners should contact Fish, Wildlife and Parks for fencing standards and about living with wildlife in general.

Condition of Approval Nos. 2, 8.i, 8.m, and 8.n are required to mitigate impacts on wildlife. (A full list of the Conditions of Approval is found starting on Page No. 36.)

Condition of Approval No. 2 and 8.i mitigates impacts under Finding No. 1.

Condition of Approval No. 8.m and 8.n mitigates impacts under Finding No. 2.

**CONCLUSION:** The impacts to wildlife, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

## IMPACTS ON WILDLIFE HABITAT

### **FINDINGS OF FACT:**

1. Per Chapter XI.X of the County Subdivision Regulations, depending on wildlife issues raised during their review of the preliminary plat application, the Board of County Commissioners may require “wildlife friendly” fencing as a condition of approval. While not applicable in all situations, hedges or other vegetative barriers are preferable from a wildlife perspective.

To the north, south and east are developed parcels with residential and commercial uses. The proposed subdivision will remove 6.75 acres that could potentially be utilized by wildlife. Due to the amount of existing nearby development and the small size of the proposed subdivision, the proposed subdivision will have minimal impact on wildlife, however future property owners will be notified of that Montana Fish, Wildlife and Parks can provide information on fencing standards and about living with wildlife in general.

A condition of approval required a restrictive covenant providing notice the property owners should contact Fish, Wildlife and Parks for fencing standards and about living with wildlife in general.

2. Per Chapter XI.L.3.d of the County Subdivision Regulations, it is recommended that the use of native vegetation acknowledge certain plant species’ relative attractiveness to wildlife when revegetating an area to stabilize a slope after grading.

A Five-Year Weed Management Plan is required as a condition of approval for all subdivisions in the County to prevent the propagation of noxious weeds as a result of ground disturbance which would negatively impact wildlife; and a restrictive covenant providing notice about maintaining the property in a weed-free manner. Another condition of approval will provide the opportunity to financially guarantee any improvements required by the Weed Management Plan.

Condition of Approval Nos. 2, 8.i, 8.m, and 8.n are required to mitigate impacts on wildlife. (A full list of the Conditions of Approval is found starting on Page No. 36.)

Condition of Approval No. 8.m and 8.n mitigates impacts under Finding No. 1.

Condition of Approval No. 2 and 8.i mitigates impacts under Finding No. 2.

**CONCLUSION:** The impacts to wildlife habitat, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

## IMPACTS ON PUBLIC HEALTH AND SAFETY

### **FINDINGS OF FACT:**

1. Per Chapter XI.C.1 of the County Subdivision Regulations, the governing body may find land to be unsuitable for subdivision because of natural or human caused hazards identified during the subdivision review process. These lands must not be subdivided for building or residential purposes unless the hazards are eliminated or will be overcome by approved design and construction techniques. Examples of hazards that could render property unsuitable for subdivision or require mitigation include (but are not limited to) the following: earthquake fault zones; irrigation ditches and canals; steep slopes and/or areas prone to rock falls, landslides, or avalanches; radon/radiation; mine tailings, contaminated soils, toxic waste, etc.; flooding; high water table, as defined by the Sanitation in Subdivisions Act; polluted or non-potable water supplies; high voltage power lines; high pressure gas lines; air or vehicular traffic hazards or congestion; and/or high-risk fire areas.

The proposed subdivision is within 0.2 miles of a fault line within the Helena Valley. All new buildings in Lewis and Clark County are required to meet the Uniform Building Code, which classifies this area as Seismic Zone 3. A restrictive covenant notifying homeowners they should construct to seismic building codes will be required as a condition of approval.

No seismic rock falls or slides; land, mud, or snow slides; steep slopes or unstable or expansive soil conditions are present within or near the project area.

Lewis and Clark County is rated as a Zone 1 County (the highest designation), which means that it may have predicted average indoor radon screening levels greater than 4 picocuries per liter (4 pCi/L). A Report on Radon in Drinking Water released by the National Academy of Sciences in 1998 concluded that radon is the second leading cause of lung cancer in the United States and a serious public health concern. A condition of approval shall require a restrictive covenant providing notice of design alternatives for radon gas.

According to the Tri-County Community Wildfire Protection Plan, the property has a low fuel hazard rating. A vegetation management plan will be prepared for the property as a requirement of the Subdivision Regulations. A copy of this plan shall also be filed with the Clerk and Recorder's Office upon final approval of the proposed Subdivision and a restrictive covenant shall provide notice to property owners of the vegetation management plan and that the plan is on file with the Lewis and Clark County Clerk and Recorder. All requirements and specifications of the vegetation management plan shall be met prior to final plat approval unless the subdivider financially guarantees the completion of the plan.

The WQPD provided comments indicating water quality concerns regarding nitrate which is common contaminant in the Helena Valley due to the numerous potential sources such as septic systems, agricultural products, and animal manure. Residential water quality data submitted to the WQPD indicate elevated nitrate concentrations to the east of the development, near Applegate Road. Local and surrounding land use, past present, can lead to elevated concentrations in the groundwater.

The WQPD recommends property owners test for nitrate on an annual basis. The WQPD has water quality test kit for nitrates and total coliform bacteria.

A condition of approval will require a restrictive covenant will be added recommending future property owners to test annually for nitrates.

There are no other known natural or man-made hazards that should preclude the subdivision of the property.

2. Per Chapter XI.S. of the County Subdivision Regulations, all subdivisions shall be planned, designed, constructed, and maintained in compliance with the fire protection standards described in Appendix K to minimize the risk of fire and to permit the effective and efficient suppression of fires in order to protect persons, property, and forested areas.

The Applicant is requesting a variance to Section XI.S, Appendix K, Section 18-4.6(4) which requires an off-site water supply system to be located no longer than one county road mile from an existing or proposed internal access road for the subdivision. The Applicant is requesting to utilize an existing off-site fire protection water source on Bootlegger Drive within the Frontier Village Estates Subdivision to provide a water source for fire protection, approximately 2 miles. The Bootlegger Drive well, water line and hydrant are located within a Public Access & Utility Easement. The Fire protection System was established when the Frontier Village Estates Subdivision was platted in 2011. The West Valley Fire District, the Fire Protection Agency Having Jurisdiction (FPAHJ), maintains the system for area-wide use. While this system is located off-site of the proposed Subdivision, Email correspondence dated November 25, 2024 from David Hamilton, Fire Chief of the West Valley Fire District, notes his support in using the Frontier Village Estates Subdivision fire protection system for the proposed Subdivision.

The Applicant is requesting a variance to Section XI.S, Appendix K, Section 18-4.6(5) which requires the Fire Protection Agency Having Jurisdiction (FPAHJ) not have to cross an arterial or major collector road to get to an off-site water supply systems for fire suppression. Because Bootlegger Drive is located north of Green Meadow Drive, a collector road, a variance must be granted if the Applicant wishes to satisfy the requirements of Section XI.S, Appendix K, Section 18-4.6(5).

The Subdivision application materials indicate this fire system can produce in excess of 750 GPM for two hours at 20 PSI. In order to satisfy requirement Section XI.S, Appendix K, Section 18-4.6(3). Use of an existing off-site water supply system does not diminish the fire protection provided to the subdivision(s) it was originally built to serve or it is upgraded and/or expanded to provide volume, pressure, and distribution in accordance with these regulations for all subdivisions utilizing the system for fire protection in accordance with these Subdivision Regulations.

The proposed offsite fire system currently serves a total of 102 single family lots within the Frontier Village Estates, Buckboard Meadows and Garden Valley developments. With the addition of the lots in the Wade Minor subdivision, the system will be proposed to serve a total of 105 lots, with an average size/ dwelling of more than 1-acre and less than 5-acres. This makes the system a “Class 1”, and the density requires the system to produce 750 GPM at 20 PSI. The system is capable of more than 750 GPM for two hours at 20 PSI and therefore meets the requirements without diminishing fire protection in the developments currently being served.

A condition of approval will require the subdivider to provide a certification from an engineer, licensed in the State of Montana, stating that any existing, new, or improved fire protection water supplies serving the Subdivision comply with the requirements of preliminary approval. The subdivider shall also submit a written verification from the Fire Protection Authority Having Jurisdiction (FPAHJ) stating that the FPAHJ has inspected and tested the fire protection water supplies serving the subdivision.

Conditions of Approval Nos. 3, 8.f, 8.h, 8.j, 8.k, 8.l, and 8.o are required to mitigate impacts on public health and safety. (A full list of the Conditions of Approval is found starting on Page No. 36.)

Condition of Approval Nos. 8.h, 8.j, 8.k, and 8.l mitigates impacts under Finding No. 1.  
Condition of Approval No. 3, 8.f, and 8.o mitigates impacts under Finding No. 2.

**CONCLUSION:** The impacts to public health and safety, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

#### COMPLIANCE WITH SUBDIVISION REGULATIONS

##### **FINDINGS OF FACT:**

1. Per Chapter XI.A.2 of the County Subdivision Regulations, all subdivision applications must also be in compliance with these Subdivision Regulations and the review procedures contained in these Subdivision Regulations.

The proposed Subdivision meets all Subdivision Regulations, and it will remain in compliance with these Regulations if all conditions of approval are satisfied and the required Variances are approved.

2. Per Chapter XI.A.5 of the County Subdivision Regulations, all subdivisions approved by the governing body shall comply with the provisions of this chapter, except where granted a variance pursuant to Chapter II, Section B.

The Applicant is requesting approval of variances to Chapter XI.H.4 which requires access to adjacent properties for future road connections and Section XI.S, Appendix K, Section 18-4.6(5) which require the Fire Protection Agency Having Jurisdiction (FPAHJ) not have to cross an arterial or major collector road to get to an off-site water supply systems for fire suppression and Section XI.S, Appendix K, Section 18-4.6(4) which requires the utilization of an off-site water supply located no longer than one county road mile from an existing or proposed internal access road for the subdivision.

Approval of the variance and all conditions of approval are required to address compliance with the Subdivision Regulations. (A full list of the Conditions of Approval is found starting on Page No. 36.)

**CONCLUSION:** Compliance with Subdivision Regulations, as set forth in the Findings of Fact, will be addressed by the imposed Condition of Approval, based upon the record, when satisfactorily completed.

#### COMPLIANCE WITH SURVEY REQUIREMENTS

##### **FINDINGS OF FACT:**

1. Per Chapter XI.A.2 of the County Subdivision Regulations, all subdivision applications must also be in compliance with survey requirements of the Montana Subdivision and Platting Act.

A land survey and plat completed by a registered land surveyor in the State of Montana will need to be prepared. A review of the plat by the Community Development and Planning Department, the Lewis and Clark County Survey Review Committee, and the Examining Land Surveyor at the time the final plat application is submitted to the Community Development and Planning Department will ensure the plat conforms to all conditions of approval, plat rules, and regulations.

Condition of Approval No. 7 is required to address compliance with survey requirements. (A full list of the Conditions of Approval is found starting on Page No. 36.)

Condition of Approval No. 7 mitigates impacts under Finding No. 1.

**CONCLUSION:** Compliance with survey requirements, as set forth in the Findings of Fact, will be addressed by the imposed Condition of Approval, based upon the record, when satisfactorily completed.

#### THE PROVISION OF EASEMENTS WITHIN AND TO THE PROPOSED SUBDIVISION FOR THE LOCATION AND INSTALLATION OF ANY PLANNED UTILITIES

##### **FINDINGS OF FACT:**



1. Per Chapter XI.A.3 of the County Subdivision Regulations, all subdivisions must provide easements within and to the subdivision for the location and installation of any planned utilities.

Utility easements will have to be shown and described on the plat, in accordance with the Subdivision Regulations and in consultation with the utility providers, where utilities are or will be installed, and where necessary for the future extension of services.

Conditions of Approval Nos. 7.a, 7.b and 8.d are required to address the provision of easements within and to the proposed Subdivision for the location and installation of planned utilities. (A full list of the Conditions of Approval is found starting on Page No. 36.)

Condition of Approval Nos. 7.a, 7.b and 8.d mitigates impacts under Finding No. 1.

**CONCLUSION:** The provision of easements within and to the proposed Subdivision for the location and installation of any planned utilities, as set forth in the Findings of Fact, will be addressed by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

#### THE PROVISION OF LEGAL AND PHYSICAL ACCESS TO EACH PARCEL WITHIN THE PROPOSED SUBDIVISION

##### **FINDINGS OF FACT:**

1. Per Chapter XI.A.4 of the County Subdivision Regulations, all subdivisions must provide legal and physical access to each parcel within the subdivision with notation of that access on the plat and any instrument of transfer concerning each parcel.

Legal and physical access to all lots within the Subdivision will be via the proposed county road easement. The Applicant is requesting a variance to Chapter XI.H.4 to forgo road connections to the properties to the north, east and south given existing residential and commercial development and. A “no-access” restriction will be placed along Green Meadow Drive on proposed Lots 1 and 5 to ensure access to those lots is obtained from the internal subdivision road rather than Green Meadow Drive, a major collector.

All roads within the Subdivision will have to be dedicated as County Road easements and shown on the final plat as County road easements.

2. Per Chapter XI.H.19 of the County Subdivision Regulations, any property accessing a County or public road must have an approach permit. The following items shall also be incorporated into design and construction: (a) all driveway approaches shall conform to the road approach permit requirements of the Lewis and Clark County Public Works Manual; (b) driveway turns shall have a turning radius no less than thirty (30 ft.) feet; (c) a driveway's

traveled way, including bridges and cattle guards, shall be a minimum of twelve (12 ft.) feet in width and have a vertical clearance of at least fourteen and one-half (14.5 ft.) feet over its full width; (d) driveway bridges and cattle guards need to meet HS20 load rating standards; (e) all driveway gates shall be located a minimum of thirty (30 ft.) feet from the public right-of-way and shall open inward. Gate openings shall provide a clear opening of not less than twelve (12 ft.) feet; (f) fire department personnel shall have ready access to locking mechanisms, on any gate restricting access on a driveway; (g) driveway rights-of-way shall be a minimum of twenty (20 ft.) feet wide to accommodate the traveled way, vegetation modification, and other local requirements; (h) driveway grades shall be no greater than eleven (11%) percent; (i) every dead-end driveway more than three hundred (300 ft.) feet in length shall be provided with a turnaround at the terminus having a minimum radius of fifty (50 ft.) feet to the center line or a "hammerhead-T" turnaround to provide emergency vehicles with a three-point turnaround ability; (j) driveway access shall be located at least fifteen (15 ft.) feet from the closest edge of turnouts and shall not be located on a turnout; and (k) driveway access shall be at a location that does not conflict with the requirements of XI.F.5, XI.F.6, XI.F.10, and XI.H.10 in these regulations.

A condition of approval for the proposed Subdivision will require the Applicant to obtain and adhere to provisions of an approach permit from MDT for access to Green Meadow Drive. A restrictive covenant will also provide notification to future property owners that an approach permit is required from the County Public Works Department for all driveway accesses onto the proposed county road easement.

Conditions of Approval Nos. 4, 5, 7.b, 7.d, 8.b, 8.r and 8.s are required to address the provision of legal and physical access to each parcel within the proposed Subdivision. (A full list of the Conditions of Approval is found starting on Page No. 36.)

Condition of Approval Nos. 4, 7.b, 7.d, 8.r and 8.s mitigates impacts under Finding No. 1.  
Condition of Approval Nos. 5 and 8.b mitigates impacts under Finding No. 2.

**CONCLUSION:** The provision of legal and physical access to each parcel within the proposed Subdivision, as set forth in the Findings of Fact, will be addressed by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

Based on these findings of fact and conclusions for each criterion, the Commission concludes that the proposed Subdivision is supported under the criteria and standards of the Lewis and Clark County Subdivision Regulations.

In view of these findings of fact and conclusions, the Commission voted (x-y) to approve the Wade Minor Subdivision. If a party is aggrieved by this decision, they may appeal the decision to the district court in Lewis and Clark County; such appeal must be filed within thirty (30) days of the Commissions' written decision.

The preliminary approval is for five (5) lots, four (4) for one single family dwelling and one (1) for the commercial development of a storage facility. The Subdivision is located in Section 24, T11N, R4W, P.M.M., Lewis and Clark County, Montana. In order to mitigate identified adverse impacts, this approval is subject to the following conditions:

**WADE MINOR SUBDIVISION  
CONDITIONS OF APPROVAL  
December 17, 2024**

On December 17, 2024, the Lewis and Clark County Board of Commissioners held public meetings regarding the proposed Wade Minor Subdivision located in the NW 1/4, Section 24, Township 11N, Range 4W, P.M.M., Lewis and Clark County, Montana.

The preliminary approval is for four (4) lots for single-family residential uses and one (1) lot for the commercial development of a storage unit facility. To mitigate identified adverse impacts, this approval is subject to the following conditions:

1. Prior to submitting a Final Subdivision Plat application, the Applicant, its successors, and assigns, shall submit plans for wastewater treatment and water supply systems to the Montana Department of Environmental Quality (DEQ), Lewis and Clark County Public Works Department (Public Works), and Lewis and Clark County Public Health - Environmental Services Division (PHESD) for review and approval. The Applicant, its successors, and assigns, shall submit documentation to the Lewis and Clark County Community Development and Planning Department (CDP) from DEQ, Public Works, and PHESD verifying their review and approval. All specifications and requirements of the approved plans that are required to be completed prior to final plat approval, shall be met at the cost of the Applicant, its successors, and assigns. **(Mitigates Findings of Fact under “Impacts on Water and Wastewater under Local Services”)** (Sections 76-4-101, et. seq., MCA; Sections 17.36.101, et. seq., ARM; Sections 76-3-102(4), 501(a and g), 504(1)(g)(iii), and 608(3)(a), MCA; Chapters I.C.7, 8, 9, 10, 11. and XI.M. and N., County Subdivision Regulations)
2. Prior to any development and/or soil disturbance, the Applicant, its successors, and assigns, shall submit a Five-Year Weed Management Plan and Revegetation Plan for the proposed Subdivision to the Lewis and Clark County Weed District (Weed District) for review and approval and all specifications and requirements of the approved plan shall be met at the cost of the Applicant, its successors and assigns. The Applicant, its successors, and assigns, shall submit documentation to the County Community Development and Planning Department from the Weed District verifying their review and approval. **(Mitigates Findings of Fact under “Impacts on Agriculture, Impacts on Natural Environment, and Impacts on Wildlife and Wildlife Habitat”)** (Section 7-22-2121, County Weed Law; Sections 76-3-102(5 and 6), 501(1), and 608(3)(a), MCA; Chapters I.C.9. and XI.U., County Subdivision Regulations)

3. Prior to submitting the Final Subdivision Plat application, the Applicant, its successors, and assigns, shall complete all improvements and requirements listed below (in accordance with the County Subdivision Regulations) for the purpose of furthering fire protection. The Applicant, its successors, and assigns, shall be responsible for all costs in completing and demonstrating completion of the following improvements and requirements: **Mitigates Findings of Fact under “Impacts on Emergency Services under Local Services and Impacts on Public Health and Safety”** (Sections 76-3-102, 501, 504, and 608(3), MCA; Chapter XI.S. and Appendix K, County Subdivision Regulations)
  - a. The Applicant, its successors, and assigns, shall have a vegetation management plan prepared for the property. A qualified fire management specialist shall draft the plan and all specifications of the approved plan shall be met prior to final platting. The Applicant, its successors, and assigns, shall submit documentation to the County Community Development and Planning Department verifying compliance with the vegetation management plan. In addition, a copy of this plan shall be filed with the Clerk and Recorder’s Office upon final approval of the proposed Final Subdivision Plat application. The Book and Page reference to the vegetation management plan (filed with the Clerk and Recorder’s Office) shall be indicated on the face of the plat.
  - b. The Applicant shall utilize an existing off-site water supply or provide an on-site water supply of sufficient volume, pressure, and distribution to fight fire on-site according to the following schedule:
    - i 250 GPM for two hours
      1. Water shall be supplied by a well and pump with required volume and minimum pressure of 20 PSI. An overhead fill may be required in order to fill tankers. The fill site must be useable year round and the FPAHJ must have legal access in perpetuity.

OR
      2. Water shall be supplied by a tank/pressurized hydrant combination. The tank may be constructed from plastic, concrete, fiberglass or other materials capable of holding and maintaining the required water supply. The tank must be built and installed so as to last a minimum of 30 years. The pump must be capable of delivering the required g.p.m. at a minimum of 20 PSI from an approved fire hydrant. The system shall be inspected and certified by a Professional Engineer and approved by the FPAHJ.

OR
      3. 30,000 gallon storage with dry hydrant. Dry hydrant applications may be used for ponds, streams, and lakes. The system must be designed to be useable and accessible year round. All pipe must be a minimum of 6 inch diameter and the threads at the outlet must be 6 inch male NST.

Prior to approval of the final plat, the on-site or off-site system shall be inspected and certified as complying with the requirements of preliminary approval by a Professional

- Engineer licensed in the State of Montana, and a copy of the inspection and certification will be provided to the fire protection authority having jurisdiction (FPAHJ) and County Planning. After the certification by a Professional Engineer has been submitted to the FPAHJ, the Applicant shall provide written verification from the FPAHJ stating that the FPAHJ has inspected and tested the system.
- c. All necessary easements and agreements shall be secured and submitted to County Community Development and Planning Department by the Applicant, its successors, and assigns, for the water source prior to submitting the Final Subdivision Plat application.
4. The Applicant, its successors and assigns, shall complete the following to construct the internal access road with a cul-de-sac turnaround & turnout for mailbox and fire protection system if required. **(Mitigates Findings of Fact under “Impacts on Utilities, Mail Delivery and Impacts on Roads and Traffic under Local Services and the Provision of Legal and Physical Access to each Parcel within the proposed Subdivision”):**
    - a. Prior to the construction of any roads or the installation of any utilities, three (3) copies of the plans for the subject roads and utilities shall be submitted to the County Community Development and Planning Department. The County Community Development and Planning Department shall submit the plans to Public Works for review and approval. Said plans shall meet the requirements of the County Public Works Manual and the County Subdivision Regulations, XI.H, XI.P, XI.Q.
    - b. Prior to submitting the Final Subdivision Plat application, the Applicant, its successors, and assigns, shall improve all roads providing legal and physical access to all lots to the specifications required by the County Subdivision Regulations (*Typical Road Section No. 2*).
    - c. All roads are to be built in accordance with the reviewed and approved plans submitted to the County Community Development and Planning Department and Public Works. An engineer registered in the State of Montana shall certify all road improvements as meeting County Standards Typical Section 2, with concurrence by Public Works. The Applicant, its successors, and assigns, shall be responsible for all costs associated with meeting this condition of approval. (*Sections 76-3-102(3 and 4), 501(1), 504(1)(g)(i), and 608(3), MCA; Chapters I.C.2-5, XI.E., H. I. K., L., P., Q., County Subdivision Regulations; Lewis and Clark County Public Works Manual*)
  5. Prior to any road construction, the Applicant, its successors, and assigns, shall obtain an approach permit from the Montana Department of Transportation for the proposed internal access road. Installation of the approach shall be completed in accordance with the approved permit. **(Mitigates Findings of Fact under “Impacts on Roads and Traffic under Local Services and the Provision of Legal and Physical Access to each Parcel within the Proposed Subdivision”)** (*Sections 76-3-102(3 and 4), 501(1), 504(1)(g)(i), and 608(3)(a), MCA; Chapters I.C.2-5, 10, XI.H., County Subdivision Regulations*)

6. Prior to submitting the Final Subdivision Plat application, the Applicant, its successors, and assigns, shall have plans for the location and installation of additional mailbox units reviewed and approved by the United States Postal Service prior to installation. The Applicant shall submit documentation from the United States Postal Service verifying their review and approval. The Applicant shall install the mailbox units as indicated by the approved plans. The Applicant, its successors, and assigns, shall be responsible for all costs associated with meeting this condition of approval. **(Mitigates Findings of Fact under “Impacts on Mail Delivery under Local Services”)** (Sections 76-3-102(4), 501(1), and 608(3)(a and b), MCA; Sections I.C.1, and XI.J., County Subdivision Regulations)
7. The Applicant, its successors and assigns, shall, at the Applicant’s expense, have a Final Subdivision Plat prepared in accordance with the applicable State survey requirements and the County Subdivision Regulations; in addition, the final plat shall show and describe the following: **(Impacts on Mail Delivery, Utilities, Roads and Traffic , and Emergency Services under Local Services; Impacts on Natural Environment”, “Compliance with Survey Requirements”, “Provision of Easements within and to the Proposed Subdivision for the Location and Installation of any Planned Utilities”, and “Provision of Legal and Physical Access to each Parcel within the Proposed Subdivision”)** Sections 76-3-102, 402, 501, 504, and 608(3), MCA; Section 8.94.3003, ARM; Chapters I.C., III.C., and Appendix D, County Subdivision Regulations)
- a. all existing access and utility easements adjacent to the subject property;
  - b. adjacent and proposed County Road, Public Access and utility easements;
  - c. mailbox locations and easements, if on-site;
  - d. “No access” restriction along Green Meadow Drive, with the exception of the access for the internal access road;
  - e. 50-foot “No Build” setback along the Western boundary of the Subdivision.
  - f. stormwater detention pond easement;
  - g. easements for fire protection access and maintenance, if onsite.
8. The Book and Page reference to the restrictive covenants (filed with the Clerk and Recorder’s Office) shall be indicated on the face of the plat. In addition, restrictive covenants, revocable or alterable only with the consent of the Board of County Commissioners, shall be placed upon the property at the time of filing the plat and shall provide for the following: **(Mitigates Findings of Fact under all of the Review Criteria Listed in this Staff Report)** (Section 76-3-608(3)(a), MCA; Chapters I.C. and III.B., and XI., County Subdivision Regulations)
- a. Notice is hereby given that all structures and uses on all lots must be in conformance with the applicable zoning regulations. **(Mitigates Findings of Fact under “Compliance with Subdivision Regulations”)** (Chapters I.C.1. and XI.B., County Subdivision Regulations)
  - b. Notice is hereby given that all property owners are required to receive an approach

permit from the Lewis and Clark County Public Works Department prior to the construction of the driveway approach to their lots. **(Mitigates Findings of Fact under “Impacts on Roads and Traffic under Local Services and the Provision of Legal and Physical Access to each Parcel within the Proposed Subdivision”)** (Sections 76-3-102(3 and 4), 501(1), 504(1)(g)(i), and 608(3)(a), MCA; Chapters I.C.2-5, 10- 11, XI.H., County Subdivision Regulations; Lewis and Clark County Public Works Manual)

- c. Notice is hereby given that prior to building construction, the owner should contact the Lewis and Clark County Community Development and Planning Department to determine whether any zoning regulations are applicable. **(Mitigates Findings of Fact under “Compliance with Subdivision Regulations”)** (Chapters I.C and XI.B., County Subdivision Regulations)
- d. Notice is hereby given that any additional, replacement, or relocated utility lines shall be installed underground, in accordance with the Lewis and Clark County Subdivision Regulations, unless otherwise determined by utility providers. **(Mitigates Findings of Fact under “Impacts on Utilities under Local Services and The Provision of Easements within and to the Proposed Subdivision for the Location and Installation of any Planned Utilities”)** (Section 76-3-608(3)(a), MCA; Chapters I.C.3., 9.-10., and III.B., and XI.P. and Q., County Subdivision Regulations)
- e. Notice is hereby given that any exterior lighting shall be directed downward to minimize visibility beyond the property lines. **(Mitigates Findings of Fact under “Impacts on the Natural Environment”)** (Section 76-3-608(3)(a), MCA; Chapters I.C., and III.B., and XI.Z., County Subdivision Regulations)
- f. Notice is hereby given that each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, waives the right to protest joining or the amendment of a Rural Improvements District and/or Special District for the installation, maintenance, preservation, and repair of the following: roads that provide access within or to the Subdivision and fire protection improvements for the Subdivision. **(Mitigates Findings of Fact under “Impacts on Roads and Traffic under Local Services and Public Health and Safety”)** (Section 7-12-2102, 76-3-102(4), 501, and 504, MCA; Chapter I.C. and XI.I.10, County Subdivision Regulations)
- g. Notice is hereby given that all construction activity shall comply with Best Management Practices to control erosion. **(Mitigates Findings of Fact under “Impacts on Agriculture, and Impacts on the Natural Environment”)** (Section 76-3-608(3)(a), MCA; Chapters I.C.9., and III.B., and XI.L., County Subdivision Regulations)
- h. Notice is hereby given that a vegetation management plan has been prepared for the Subdivision and that the plan is on file with the Lewis and Clark County Clerk and Recorder. **(Mitigates Findings of Fact under “Impacts on Agriculture and Impacts on the Public Health and Safety”)** (Section 76-3-608(3)(a), MCA; Chapters XI.S. and Appendix K, County Subdivision Regulations)
- i. Notice is hereby given that each lot shall be maintained in a weed-free manner. Noxious weeds must be pulled, sprayed, or cut. **(Mitigates Findings of Fact under “Impacts on**

**Agriculture, Impacts on the Natural Environment, and Impacts on Wildlife and Wildlife Habitat**) (Section 7-22-2121, County Weed Law; Sections 76-3-102(5 and 6), 501(1), and 608(3)(a), MCA; Chapters I.C.9. and XI.U., County Subdivision Regulations)

- j. Notice is hereby given of the potential health risk from radon concentrations and that such risk can be evaluated through soil tests and mitigated through radon abatement techniques incorporated into structures. **(Mitigates Findings of Fact under "Impacts on Public Health and Safety")** (Section 76-3-608(3)(a), MCA; Chapters I.C.10., and III.B., and XI.C., County Subdivision Regulations)
- k. Notice is hereby given that all dwelling units within the Subdivision should be constructed to specifications which meet or exceed equivalent provisions in the applicable State building code for this seismic zone (Zone 3). **(Mitigates Findings of Fact under "Impacts on Public Health and Safety")** (Section 76-3-608(3)(a), MCA; Chapters I.C., III.B., and XI.C., County Subdivision Regulations)
- l. Notice is hereby given of a restrictive covenant, binding the landowner, any heirs, successors and assigns, and all future owners of property within the Subdivision, agreeing therein to hold Lewis and Clark County harmless and indemnify Lewis and Clark County from all claims, demands, obligations, suits, causes of action, damages, and liability, including the County's costs and attorney's fees, arising in any manner whatsoever out of, or relating to, the existence, use, operation, repair, and/or maintenance of the following: **(Mitigates Findings of Fact under "Impacts on Public Health and Safety, and Natural Environment")** (76-3-608(1) and (4), MCA; I.C.10., County Subdivision Regulations)
  - i. Exposure to radon;
  - ii. Earthquake fault zone and any seismic activity;
  - iii. Water quality and/or availability; and
  - iv. Variances granted from Section XI.H.4 and Section XI.S, Appendix K, Section 18-4.6(4) & Section 18-4.6.(5) of the Lewis and Clark County Subdivision Regulations.
- m. Notice is hereby given that domestic pets should be restrained on the property at all times. **(Mitigates Findings of Fact under "Impacts on Agriculture, Impacts on Wildlife and Wildlife Habitat")** (Section 76-3-608(3)(a), MCA; Chapters I.C., III.B., XI. T, and XI.X., County Subdivision Regulations)
- n. Notice is hereby given that property owners should contact the Montana Department of Fish, Wildlife, and Parks for fencing standards and learning about living with wildlife in general. **(Mitigates Findings of Fact under "Impacts on Wildlife and Wildlife Habitat")** (Section 76-3-608(3)(a), MCA; Sections I.C.9., III.B., and XI.X., County Subdivision Regulations)
- o. Notice is hereby given that the components of the water supply system used for fire protection are to be utilized solely for the purposes of fire protection, maintenance, and testing. NOTE: This restrictive covenant is only required if a water supply system for fire protection is installed on-site. **(Mitigates Findings of Fact under "Impacts on Emergency**



**Services under Local Services and Impacts on Public Health and Safety”** (Section 76-3-608(3), MCA; Chapters XI.S. and Appendix K, County Subdivision Regulations)

- p. Notice is hereby given that the lot owner has waived the right to protest joining a special district for the purpose of providing community water and/or wastewater treatment system improvements and/or maintenance. **(Mitigates Findings of Fact under “Water and Wastewater under Local Services”)** (Section 76-3-608(3)(a), MCA; Chapters I.C.10., and III.B, and XI.M.4. and N.4., County Subdivision Regulations)
- q. Notice is hereby given of the presence of agricultural operations in the vicinity and that such operations may occur at varying times and seasons and include, but are not limited to, the noises and odors due to the operation of machinery, the pasturing and feeding of livestock, irrigation, and the application of fertilizers, herbicides, and pesticides to fields. **(Mitigates Findings of Fact under “Impacts on Agriculture”)** (Section 76-3-608(3)(a), MCA; Chapters I.C.9. and 10., and III.B., and XI.T., County Subdivision Regulations);
- r. Notice is hereby given of a “no access” restriction along the western boundary of the Subdivision prohibiting direct access onto Green Meadow Drive, with the exception of the access from the public access easement. **(Mitigates Findings of Fact under “Impacts on Roads and Traffic under Local Services and the Provision of Legal and Physical Access to each Parcel within the Proposed Subdivision”)** (Sections 76-3-102(3 and 4), 501(1), 504(1)(g)(i), and 608(3)(a), MCA; Chapters I.C.2-5, 10, XI.F.5, XI.H..8, County Subdivision Regulations; Lewis and Clark County Public Works Manual)
- s. Notice is hereby given of a 50-foot “no build” setback restriction along the western boundary of the Subdivision prohibiting the construction of all new structures, wells, drainfields, replacement drainfields to facilitate any future widening of the road. This setback begins at the edge of the right-of-way/ easement for Green Meadow Drive. **(Mitigates Findings of Fact under “Impacts on Roads and Traffic under Local Services and the Provision of Legal and Physical Access to each Parcel within the Proposed Subdivision”)** (Sections 76-3-102(3 and 4), 501(1), 504(1)(g)(i), and 608(3)(a), MCA; Chapters I.C.2-5, 10, XI.F.5, XI.H..8, County Subdivision Regulations; Lewis and Clark County Public Works Manual)
- t. Notice is hereby given that the Water Quality Protection District recommends that groundwater wells should be drilled to depths well below the water table at its seasonal lowest and that wells should be tested for nitrates on an annual basis. **(Mitigates Findings of Fact under “Impacts on Water and Wastewater under Local Services”)** (Sections 76-3-608(3), MCA; Chapter I.C, XI.M, County Subdivision Regulations)
- u. Notice is hereby given that all individual wastewater treatment systems are required to be reviewed and approved by the Lewis and Clark County Public Health Department. **(Mitigates Findings of Fact under “Impacts on Water and Wastewater under Local Services”)** (Sections 76-3-608(3), MCA; Chapter XI.N, County Subdivision Regulations)
9. If one or more acres of ground disturbance is planned, the Applicant, its successors, and assigns, shall, at the Applicant’s expense, contact Montana Department of Environmental

Quality (DEQ) to obtain a Montana Pollutant Discharge Elimination System (MPDES) permit. Disturbance activity includes the disturbance of less than one acre of total land area that is a part of a larger common plan of subdivision, if the larger common plan will disturb one acre or more. All requirements and specifications of the permit shall be met by the Applicant, its successors, and assigns, prior to final plat approval. **(Mitigates Findings of Fact under “Impacts on Agriculture, Impacts of Roads and Traffic under Local Services, and Impacts on the Natural Environment”)** (ARM 17.30.1102(28); Sections 76-3-102, 501, and 608(3), MCA; Chapters I.C. and XI.V., County Subdivision Regulations)

10. Prior to submitting the Final Subdivision Plat application, the Applicant, its successors and assigns, shall submit a storm water drainage plan, meeting the requirements of the County Subdivision Regulations and Montana Department of Environmental Quality (DEQ), and drafted by an engineer registered in the State of Montana, to the County Community Development and Planning Department, Public Works, and DEQ (if required by DEQ) for review and approval. All specifications and requirements of the approved plan shall be met prior to submitting the Final Subdivision Plat application. An engineer registered in the State of Montana shall certify all storm water improvements as meeting the approved storm water drainage plan, with approval by Public Works and DEQ (if required by DEQ). The Applicant, its successors and assigns shall be responsible for all costs associated with this condition. **(Mitigates Findings of Fact under “Impacts on the Natural Environment and Impacts on Roads and Traffic under Local Services”)** (Sections 76-3-102, 501, 504(1)(g)(ii) and 76-3-608(3), MCA; Chapters I.C. and XI.L., County Subdivision Regulations)
11. The Applicant, its successors, and assigns, shall submit a signing plan for traffic control and street identification signs, which meets the applicable County or State regulations, for the internal access roads that provide legal and physical access to all lots within the Subdivision to the County Community Development and Planning Department and Public Works for review and approval. All specifications and requirements of the approved plan shall be met at the cost of the Applicant, its successors, and assigns. **(Mitigates Findings of Fact under “Impacts on Roads and Traffic under Local Services”)** (Section 76-3-608(3), MCA; Chapters I.C., XI.I. County Subdivision Regulations, Lewis and Clark County Public Works Manual)
12. Proposed road names for all roads within the Wade Minor Subdivision shall be submitted to the City-County Address Coordinator for review and approval. Approved road names shall be shown on the final plat and reflected in all documents of the Subdivision (covenants, road easements, etc.). **(Mitigates Findings of Fact under “Impacts on Roads and Traffic under Local Services”)** (Sections 76-3-102, 501, 504, and 608(3), MCA; Chapters I.C. and XI.H. XI.K., County Subdivision Regulations, Lewis and Clark County Public Works Manual)
13. Prior to submitting the Final Subdivision Plat application, the Applicant, its successors and assigns, shall, at the Applicant’s expense, complete the following improvements or otherwise financially guarantee the following improvements: **(Mitigates Findings of Fact under “Impacts on Agriculture, Impacts on Mail Delivery, Impacts on Utilities under Local Services, and Impacts on the Natural Environment”)** (Sections 76-3-507 and 608(3)(a),

*MCA; Chapters I.C., III.C., Appendix D and Appendix E, County Subdivision Regulations)*

- a. necessary improvements required by the storm water drainage plan, Montana Pollutant Discharge Elimination System (MPDES) permit; vegetation management plan and weed management plan;
- b. mail delivery facilities; and
- c. utilities abutting and available to each lot

OR

The installation of conduit to each lot that will allow for the extension of utilities without negatively impacting other improvements and a signed agreement with each utility provider to ensure the utilities will be extended to each lot.

If said improvements are not installed, then the Applicant shall enter into a written subdivision improvements agreement with Lewis and Clark County, guaranteeing the construction and installation of such improvements and shall provide an acceptable financial security guarantee, in accordance with Chapter III.C.4. and Appendix E of the County Subdivision Regulations.

14. In cooperation with the County, the Applicant, its successors and assigns, shall create a Rural Improvement District to address the maintenance, preservation, and repair of the internal road network within the Wade Minor Subdivision. **(Mitigates Findings of Fact under "Impacts on Roads and Traffic under Local Services")** *(Sections 7-11-1003, 76-3-102, 501, 504, and 608(3), MCA; Chapters I.C. and XI.H., and L., County Subdivision Regulations; Lewis and Clark County Public Works Manual)*
15. In cooperation with the County, the Applicant shall create or amend a Rural Improvement District(s) for the maintenance, preservation, and repair of the fire protection system and its improvements for the proposed Subdivision unless the fire protection system is maintained by the Fire Protection Authority Having Jurisdiction (FPAHJ) or public water supply system that provides adequate funding to maintain the system. **(Mitigates Findings of Fact under "Impacts on Emergency Services under Local Services")** *(Sections (7-11-1003, 76-3-102, 501, 504, and 608(3), MCA; Chapters I.C., XI.S., and Appendix K, County Subdivision Regulations; Lewis and Clark County Public Works Manual)*
16. In cooperation with the County, the Applicant, its successors and assigns, shall, at the Applicant's expense, apply for address assignments with the City-County Address Coordinator for all lots in the Subdivision prior to final plat approval. **(Mitigates Findings of Fact under "Impacts on Emergency Services under Local Services")** *(County Subdivision Regulations, Chapter XI.K)*
17. Prior to submitting the Final Subdivision Plat application, the Applicant, its successors, and assigns, shall, at the Applicant's expense:

- a. Provide proof that all real property taxes and special assessments assessed and levied on the property are paid for the current tax year; including any past delinquencies, and **(Mitigates Findings of Fact under “Compliance with the Subdivision Regulations”)** *(Section 76-3-611(1)(b), MCA; Chapter III.C. and Appendix D, County Subdivision Regulations)*
  - b. Provide documentation showing that the Applicant is the lawful owner of the property with the apparent authority to subdivide the same and showing the names of lien holders or claimants of record. **(Mitigates Findings of Fact under “Compliance with the Subdivision Regulations”)** *(Section 76-3-612, MCA; Chapters III.C. and Appendix D., County Subdivision Regulations)*
18. This preliminary approval shall be in force for three (3) calendar years. At the end of this approval period, the Board of County Commissioners may, at the request of the Applicant, its successors, and assigns, extend its approval if that approval period is included as a specific condition of a written agreement between the Board of County Commissioners and the Applicant, its successors and assigns. **(Mitigates Findings of Fact under “Compliance with the Subdivision Regulations”)** *(Section 76-3-617, 610 and 507, MCA; Chapter III.B.15, County Subdivision Regulations)*

**X. REFERRAL AGENCY COMMENTS:**

Requests for comments were sent to the following agencies:

DEQ, Water Quality Division  
DEQ, Subdivision Review  
MT Dept. of Fish, Wildlife and Parks, Helena Resource Office  
U.S. Geological Survey, Water Resources Division  
Montana Department of Transportation, Butte Maintenance Division  
DNRC, Central Land Office  
DNRC, Water Resources Division  
United States Post Office  
Montana Internet  
NorthWestern Energy  
Century Link  
Charter  
Address Coordinator  
Road Supervisor  
Environmental Health Department  
School District No. 1 Transportation  
Floodplain Administrator  
Special Districts Coordinator  
Historic Preservation Officer  
Sheriff's Department  
Lewis & Clark Conservation District  
Water Quality Protection District  
Public Works Construction Coordinator  
Weed District  
Public Works Engineer  
West Valley Fire District

Agency Comments are included in **Exhibit C**.

**XI. GENERAL INFORMATION:**

**Statutory Timeframes**

Review Timeline Requirements.  
Date Application Submitted: June 6, 2024  
Date Application Deemed Complete: July 8, 2024  
Date Application Deemed Sufficient: November 4, 2024  
Date Review Period Ends: December 26, 2024

**Public Notice Requirements:**

All public notices have been provided in compliance with MCA, as more particularly defined below.

Legal notice of the public meeting has been published in the Independent Record, letters have been sent to all property owners adjacent to the proposed Subdivision within a 500FT radius, a public notice sign has been posted on-site in the Wade Minor Subdivision.

Received Public Comment Summary: Received public comments include 1) one (1) letter of support from neighboring property resident Wyatt Duthie. 2) Additionally, a petition critical of the project was submitted along with thirty-six (36) signatures of residents of the surrounding area. 3) The Applicant submitted letters of support, as part of the application, signed by the five (5) adjacent residents in support of the variance request from Section XI.H.4 of the Subdivision regulations, requirement to provide connectivity to surrounding properties.

**ATTACHMENTS:**

- Exhibit A: Preliminary Plat
- Exhibit B: Variance Requests
- Exhibit C: Agency Comments
- Exhibit D: Public Comments



**Exhibit B: Variance Requests**  
**Variance Request from Section XI.H.4**

**Section XI.H.4, which states:**

“Whenever physically feasible, all roads shall connect to other roads within the neighborhood or development and connect to existing or projected through streets and provide access to adjacent parcels, as part of an interconnected road network, outside of the development.”

**Findings of Fact:**

1. The Applicant is requesting the variance to not extend road connections to the properties to the east, south and north.
2. Given the current lot configuration of the subject property, any road connections to the surrounding properties would abut lots that are currently developed with residential uses to the north and east. The southern property is currently developed with a storage unit and outdoor storage facility.
3. Given the current lot configuration of the adjoining property to the north of subject property (7393 Green Meadow Dr.) a road condition could split a narrow “piano key” shaped lot making development challenging.
4. Given existing DEQ layout, EQ#07-2709, proposed drainfields and mixing zones of lots 2, 3 & 4 could conflict with connecting roads to adjacent properties.
5. Given proposed layout of commercial storage unit development, a through road connection through Lot 3 would be impeded.
6. No agency comments were received regarding the variance request. Applicant provided a signed letter from adjoining property owners in support of the variance.

**Conclusions:**

1. The granting of the variance WILL NOT be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties.
2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner WILL result if these regulations were enforced.
3. The granting of the variance WILL NOT cause a substantial increase in public costs.
4. The approval of the variance WILL NOT place the Subdivision in non-conformance with adopted regulations.





# LEWIS AND CLARK COUNTY

## SUBDIVISION VARIANCE APPLICATION

City-County Building, 316 North Park Avenue, Helena, MT 59623 (406) 447-4374

The governing body may grant variances from Section XI. DESIGN AND IMPROVEMENT STANDARDS of the Lewis and Clark County Subdivision Regulations when strict compliance would result in an undue hardship and when it is not essential to the public welfare. Such a variance shall not have the effect of nullifying the intent and purpose of these regulations. The governing body may not, by variance permit subdivision for building purposes in areas located within the floodway of a flood of 100-year frequency as defined by Title 76, Chapter 5, MCA. The governing body shall not approve a variance unless it makes findings based upon the evidence in each specific case as defined in the application section below. Please use a separate sheet for each variance requested.

Applicant: \_\_\_\_\_ Subdivision: WADE MINOR  
Subdivision Regulation (i.e. Section XI.Q.1., utility easements): XI.H.4 (ROAD INTERCONNECTIVITY)  
Variance Requested: SEE ATTACHED

Please attach any maps, diagrams, or other information that describe the requested variance.

Attach a written statement describing the requested variance and the facts of hardship upon which the request for the variance is based. In addition, describe how the requested variance applies to the following criteria (please attach additional pages if necessary):

a. The granting of the variance will not be detrimental to the public health, safety or general welfare, or injurious to other adjoining properties.

SEE ATTACHED

b. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, an undue hardship to the owner would result if the regulations were enforced.

SEE ATTACHED

c. The variance will not cause a substantial increase in public costs.

SEE ATTACHED

d. The variance will not place the subdivision in nonconformance with any adopted zoning regulations or applicable adopted plans.

SEE ATTACHED

Innovative designs that address energy conservation, transportation efficiency, affordable housing, ADA accessibility or preservation of the natural environment which do not circumvent the purpose of these regulations may be reasons for granting of a variance by the governing body.

I, the above-mentioned Applicant, request review of the subdivision variance application. The information presented with this application is true and accurate to the best of my knowledge.

Signed: Larry King Smith  
Applicant

6-5-24  
Date

Subdivision Variance Application: Revised March 2010, May 2017

**VARIANCE REQUEST – SUPPLEMENTAL INFORMATION**  
**PROPOSED SUBDIVISION: WADE MINOR SUBDIVISION**

**Variance To:** XI.H.4 (Road Interconnectivity)

**Variance Requested:**

*Whenever physically feasible, all roads shall connect to other roads within the neighborhood or development and connect to existing or projected through-streets and provide access to adjacent parcels (that do not already have legal and physical access to/from County or State roadways), as part of an interconnected road network outside of the development.*

- a. The granting of the variance will not be detrimental to the public health, safety, or general welfare, or injurious to other adjoining properties. Public health and safety to the adjacent lots would not be enhanced by a through connection to Green Meadow Drive. The subject property adjoins 5 properties.
  1. Property 1 is owned by MDT. The variance creates less traffic and less turning movements onto Green Meadow Drive. This is positive from MDT's perspective of granting a new approach permit. The new MDT approach permit would also include removal of an existing private approach for the existing SFH. This results in a net increase of zero MDT approaches. (The existing approach would essentially be relocated.)
  2. Property 2 (north) is a 3.88ac residential lot with a single-family home. Approach access is provided from Green Meadow Drive. This is a "piano key" lot that is not conducive to further development or division. Of utmost importance is that this Owner does not want a County road running through or to their property. This Owner has signed a form (attached) stating that they do not desire a County road that leads anywhere along their property boundary.
  3. Property 3 (east) is a 5.03 ac lot that has previously been subdivided (Clink Minor Sub.). The existing SF home sits almost dead center in this lot. Two Bit Circle Drive provides legal and physical access to this lot. Of utmost importance is that this Owner does not want another County road running through or to their property. This Owner has signed a form (attached) stating that they do not desire another County road that leads anywhere along their property boundary. Current zoning is Lincoln Road West (#19). Minimum lot size is 2ac with (1) SFD per lot.
  4. Property 4 (east) is a 4.00 ac lot that has previously been subdivided (Clink Minor Sub.). The existing SF home sits near the center of this lot. Two Bit Circle Drive provides legal and physical access to this lot. Of utmost importance is that this Owner does not want

another County road running through or to their property. This Owner has signed a form (attached) stating that they do not desire another County road that leads anywhere along their property boundary. Current zoning is Lincoln Road West (#19). Minimum lot size is 2ac with (1) SFD per lot.

5. Property 5 (south) is an existing 3.71 ac storage unit facility (BLR). Their original lot layout did not anticipate a County road through this property, nor did it plan on any future County roads accessing this property. A lot used for secured storage unit rental is not conducive to new County road interconnectivity. Lastly, the approach to Green Meadow Drive is gated. This lot, As-Is, cannot be considered for new road interconnectivity. Of utmost importance is that this Owner does not want another County road running through or to their property. This Owner has signed a form (attached) stating that they do not desire another County road that leads anywhere along their property boundary.
  - b. An undue hardship to the Applicant would undoubtedly result if this regulation were to be enforced. Extending the right of way to the east property line of proposed Lot C would require an additional 386lf of road. At 60' wide, the right of way would equate to 0.53ac which is a substantial loss of property. The road extension would also run directly through the already DEQ-approved drainfield area. Worse yet, extending the road to the east would bisect the proposed Lot C, which would severely impact its potential uses. The undue hardship would more than likely adversely affect neighboring properties the most. These adjoining property owners do not appear interested in granting the County 60' of deeded right of way.
  - c. This variance request will not cause any increase in public costs. Road extensions and road interconnectivity would in fact create more public costs as this would create additional work for Planning, Survey, Legal, and Public Works staff. Additional roadway and storm water infrastructure would require additional County maintenance.
  - d. To the Applicant's knowledge, this variance will not place the subdivision in nonconformance with any adopted zoning regulations or applicable adopted plans.

PROP. ~~2~~<sup>2</sup> (NORTH)

Hello,

My Name is Kris Smith. I own the property on 7370 Green Meadow. I am looking into doing a little four lot minor subdivision. I plan on going in and cleaning all the horse corrals and garbage on the property. There will be a single road that will be accessed off the already existing approach going east through our property about half way to the back. Lewis and Clark County likes through roads for future subdivisions. I am requesting a variance not to do that, and getting approval from the adjoining land owners that you do not want a county road built towards the back and sides of the properties.

SHEIN LEROY ETAL

TRACT

S24, T11 N, R04 W, C.O.S. 321122, ACRES 3.88, TRACT A-2, IN W2NW4

PROP. 3 (EAST)

Hello,

My Name is Kris Smith. I own the property on 7370 Green Meadow. I am looking into doing a little four lot minor subdivision. I plan on going in and cleaning all the horse corrals and garbage on the property. There will be a single road that will be accessed off the already existing approach going east through our property about half way to the back. Lewis and Clark County likes through roads for future subdivisions. I am requesting a variance not to do that, and getting approval from the adjoining land owners that you do not want a county road built towards the back and sides of the properties.

Jessica

Brockmeyer

LOT B3

CLINK MINOR, S24, T11 N, R04 W, Lot B3, COS #558546/E

PROP 4 (EAST)

Hello,

My Name is Kris Smith. I own the property on 7370 Green Meadow. I am looking into doing a little four lot minor subdivision. I plan on going in and cleaning all the horse corrals and garbage on the property. There will be a single road that will be accessed off the already existing approach going east through our property about half way to the back. Lewis and Clark County likes through roads for future subdivisions. I am requesting a variance not to do that, and getting approval from the adjoining land owners that you do not want a county road built towards the back and sides of the properties.

Janet Hinkle

*Janet Hinkle*

LOT B2

CLINK MINOR, S24, T11 N, R04 W, Lot ~~B2~~, COS #558546/E

B2

PROP. 5 (SOUTH)

Hello,

My Name is Kris Smith. I own the property on 7370 Green Meadow. I am looking into doing a little four lot minor subdivision. I plan on going in and cleaning all the horse corrals and garbage on the property. There will be a single road that will be accessed off the already existing approach going east through our property about half way to the back. Lewis and Clark County likes through roads for future subdivisions. I am requesting a variance not to do that, and getting approval from the adjoining land owners that you do not want a county road built towards the back and sides of the properties.

RDS LLC

*[Signature]*

STORAGE  
UNITS

S24, T11 N, R04 W, TRACT B, IN SW4NW4

### **Variance Request from Chapter XI.S, Appendix K, Section 18-4.6(4)**

#### **Chapter XI.S, Appendix K, Section 18-4.6(4), which states:**

“The off-site water supply system is located no longer than one county road mile from an existing or proposed internal access road for the subdivision.”

#### **Findings of Fact:**

1. The Applicant is proposing to use an off-site water supply system for fire suppression located along Bootlegger Road within the Frontier Village Estates Subdivision, approximately 2.00 miles from the subject property.
2. No one other off-site fire protection water source exists within 1 mile of the subject property that could serve the proposed Subdivision.
3. In lieu of using an off-site fire suppression water source, the Applicant could install a water source on site that meets the requirements of Appendix K, including the requirement that the system be maintained through an RID.
4. Currently an RID, RID 2016-004, exists to maintain the Frontier Village Estates fire system, which the additional subdivision of Buckboard Meadows and Garden Valley are members of the RID.
5. The West Valley Fire District currently utilizes the Frontier Village Estates fire system and has indicated that they support using it to provide fire suppression water for the proposed Subdivision, as was demonstrated in letter from the West Valley Fire Chief dated 11/25/2024.
6. The 2014 Helena Valley Area Plan 2015, Chapter 3-#1d- Fire Protection discusses the need for larger regional fire protection systems as opposed to smaller individual on site fire protection systems as part of mitigation of continued growth in the Helena Valley.

#### **Conclusions:**

1. The granting of the variance WILL NOT be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties.
2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner WILL result if these regulations were enforced.
3. The granting of the variance WILL NOT cause a substantial increase in public costs.
4. The approval of the variance WILL NOT place the Subdivision in non-conformance with adopted regulations.

**VARIANCE REQUEST – 18.4.6.4**

**PROPOSED SUBDIVISION: WADE MINOR SUBDIVISION**

**Variance To:**

**Appendix K, Section 18-4.6.4**

**Variance Requested:**

***The BOCC may consider the utilization of an existing off-site water supply system if it is located less than two county road miles from the proposed subdivision. The FPAHU must be willing to show written support of off-site system use. Any future uses that would require a Conditional Use Permit will be evaluated separately (in the future) for Fire Protection requirements during the CUP application and review process.***

**Review Criteria:**

- a. **Based on the Fire Chief's professional experience, review, and written statement, the Applicant believes that granting of the variance will not be detrimental to the public health, safety, or general welfare, or injurious to other adjoining properties.**
- b. **Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, an undue hardship to the owner would result if the regulations were enforced. The hardship to the owner would be paying for design and construction of a private fire protection system (FPS). Based on the Applicant's experience, these systems run between \$40,000 and \$60,000. This initial cost does not include maintenance. The hardship would then extend to the HOA who would be required to maintain and be responsible for a FPS that they know nothing about. And if a FPS does not perform during a fire event, could the HOA be held liable?**
- c. **The variance will not cause a substantial increase in public costs. The variance will likely not result in any increase in public costs as the existing off-site systems are already being maintained. Additional maintenance as a result of this subdivision will not be needed.**
- d. **The variance will not place the subdivision in nonconformance with any known adopted zoning regulations or known applicable adopted plans.**

**VARIANCE WRITTEN STATEMENT:**

**Variance to:** Appendix K, Section 18-4.6.4

**Statement:** The requested variance is to not fully meet this requirement. The Applicant feels that the West Valley Fire Chief is the most qualified professional to be consulted on this public health and safety matter regarding emergency response travel.

It is noted that other minor subdivisions and CUP applications have been granted this variance for similar reasons.

The Applicant is also familiar with the County's Subdivision Regulation Audit Report by OPD, which was distributed in May 2023. The #2 top priority from the audit is to revamp the County's fire protection standards. Page 59 of the report states the following (see italics):

*Stakeholder Input: "Of all the topics brought up by stakeholders, fire mitigation requirements were the number one concern. The multiple access requirement as well as the water supply requirement by subdivision were consistently identified as cumbersome and unnecessary by most stakeholder groups, and a desire to modify the regulations to accommodate more variation and flexibility was identified. More than a few stakeholders agreed that the cash-in-lieu option previously allowed was preferable, and indicated local rural fire departments generally agree."*

*Alignment with Growth Policy: A Fire Protection Master Plan for all Fire Districts and Fire Service Areas is identified in the Growth Policy as an implementation strategy in the County's Action Plan. Through conversations with both staff and stakeholders, a regional approach to fire protection infrastructure is warranted, making this master plan more critical in its execution. Additionally, the growth policy update should focus more policy discussion around implementation of a regional system and the steps necessary to implement this change, further reinforcing this approach against a development-by-development solution currently in place.*

The Applicant couldn't agree more that trying to address fire protection on a development-by-development approach is an inefficient use of the private funding being spent on these small fire systems. For this proposed project, the fire chief has stated that he does not see a need for an onsite 30,000gal water supply. Instead, the fire chief would use one of two other established water sites that are within two miles of the proposed subdivision.

**Enforcement of this regulation would result in the following hardship:**

1. Financial hardship to the Applicant for design and construction of a FPS that would not be used by the FPAHJ in the event of an emergency.



**Jason Sorenson**

---

**From:** Kris Smith <ksmithvalleysand@yahoo.com>  
**Sent:** Thursday, March 28, 2024 8:34 PM  
**To:** Jason Sorenson; ksmithvalley@gmail.com; Ryan Casne  
**Subject:** Fwd: Regards to Wade Minor

Sent from my iPhone

Begin forwarded message:

**From:** David Hamilton <dhamilton.wvfr@gmail.com>  
**Date:** March 28, 2024 at 8:02:04 PM MDT  
**To:** Ksmithvalleysand@yahoo.com  
**Subject:** Regards to Wade Minor

Kris,

THis email is in regards to the Wade Minor Subdivision that we have visited about. I would just like to recap that West Valley Fire Rescue does not see the need for a 30,000 gallon of water that would need to be drafted out of in order to use the water. The preferred water supply would be a tank of that size that is outfitted with a pump that will pump the water out of the tank into a fire truck. We have 2 other established water sites that are within 2 miles that we will use if there is a fire. These sites allow us to use a pump and I do not have to tie up a fire truck to get out the water from them. I would be happy to answer any other questions you might have.

Thank you

--

David Hamilton - Fire Chief  
406-431-1948  
dhamilton.wvfr@gmail.com  
West Valley Fire Rescue  
1165 Forestvale Rd  
Helena, MT 59602  
*Facebook Twitter*  
[www.WestValleyFireMT.gov](http://www.WestValleyFireMT.gov)



### **Variance Request from Chapter XI.S, Appendix K, Section 18-4.6(5)**

#### **Chapter XI.S, Appendix K, Section 18-4.6(5), which states:**

“The utilization of the off-site water supply system does not require the Fire Protection Agency Having Jurisdiction (FPAHJ) to travel on arterial or major collector roads, cross railroad crossings, or travel on roads with grades in excess of 11 percent to deliver water from the off-site water supply system to the subdivision.”

#### **Findings of Fact:**

1. The Applicant is proposing to use an off-site water supply system for fire suppression located off-of Bootlegger Drive within the Frontier Village Estates subdivision, located approximately 2 miles from the subject property. The location of the fire protection system is location would require the FPAHJ to cross a major collector road to get to the proposed Subdivision.
2. No one other off-site fire protection water source exists within 1 mile of the subject property that could serve the proposed Subdivision.
3. Currently an RID, RID 2016-004, exists to maintain the Frontier Village Estates fire system, which the additional subdivision of Buckboard Meadows and Garden Valley are members of the RID.
4. In lieu of using an off-site fire suppression water source, the Applicant could install a water source on site that meets the requirements of Appendix K, including the requirement that the system be maintained through an RID.
5. The West Valley Fire District currently utilizes the Frontier Village Estates fire system and has indicated that they support using it to provide fire suppression water for the proposed Subdivision, as was demonstrated in letter from the West Valley Fire Chief dated 11/25/2024.

#### **Conclusions:**

1. The granting of the variance WILL NOT be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties.
2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner WILL result if these regulations were enforced.
3. The granting of the variance WILL NOT cause a substantial increase in public costs.
4. The approval of the variance WILL NOT place the Subdivision in non-conformance with adopted regulations.

**VARIANCE REQUEST – 18.4.6.5**

**PROPOSED SUBDIVISION: WADE MINOR SUBDIVISION**

**Variance To:**

**Appendix K, Section 18-4.6.5**

**Variance Requested:**

*The BOCC may consider the utilization of an existing off-site water supply system if it requires travel on an arterial or major collector road. The FPAHU who knows the area and emergency response times (batter than most) must be willing to show support. Any future uses that would require a Conditional Use Permit will be evaluated separately (in the future) for Fire Protection requirements during the CUP application and review process.*

It is noted that this site cannot be accessed by any vehicle without travelling on a major collector road (Green Meadow Drive).

**Review Criteria:**

- a. Based on the Fire Chief's professional experience, review, and written statement, the Applicant believes that granting of the variance will not be detrimental to the public health, safety, or general welfare, or, injurious to other adjoining properties.
- b. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, an undue hardship to the owner would result if the regulations were enforced. The hardship to the owner would be paying for design and construction of a private fire protection system (FPS). Based on the Applicant's experience, these systems run between \$40,000 and \$60,000. This initial cost does not include maintenance. The hardship would then extend to the HOA who would be required to maintain and be responsible for a FPS that they know nothing about. And if a FPS does not perform during a fire event, could the HOA be held liable?
- c. The variance will not cause a substantial increase in public costs.
- d. The variance will not place the subdivision in nonconformance with any known adopted zoning regulations or known applicable adopted plans.

**VARIANCE WRITTEN STATEMENT:**

**Variance to:** Appendix K, Section 18-4.6.5

**Statement:** The requested variance is to not fully meet this requirement. The Applicant feels that the West Valley Fire Chief is the most qualified professional to be consulted on this public health and safety matter regarding emergency response travel.

It is noted that other minor subdivisions and CUP applications have been granted this variance for similar reasons.

The Applicant is also familiar with the County's Subdivision Regulation Audit Report by OPD, which was distributed in May 2023. The #2 top priority from the audit is to revamp the County's fire protection standards. Page 59 of the report states the following (see italics):

*Stakeholder Input: "Of all the topics brought up by stakeholders, fire mitigation requirements were the number one concern. The multiple access requirement as well as the water supply requirement by subdivision were consistently identified as cumbersome and unnecessary by most stakeholder groups, and a desire to modify the regulations to accommodate more variation and flexibility was identified. More than a few stakeholders agreed that the cash-in-lieu option previously allowed was preferable, and indicated local rural fire departments generally agree."*

*Alignment with Growth Policy: A Fire Protection Master Plan for all Fire Districts and Fire Service Areas is identified in the Growth Policy as an implementation strategy in the County's Action Plan. Through conversations with both staff and stakeholders, a regional approach to fire protection infrastructure is warranted, making this master plan more critical in its execution. Additionally, the growth policy update should focus more policy discussion around implementation of a regional system and the steps necessary to implement this change, further reinforcing this approach against a development-by-development solution currently in place.*

The Applicant couldn't agree more that trying to address fire protection on a development-by-development approach is an inefficient use of the private funding being spent on these small fire systems. For this proposed project, the fire chief has stated that he does not see a need for an onsite 30,000gal water supply. Instead, the fire chief would use one of two other established water sites that are within two miles of the proposed subdivision.

**Enforcement of this regulation would result in the following hardship:**

1. Financial hardship to the Applicant for design and construction of a FPS that would not be used by the FPAHJ in the event of an emergency.

**Jason Sorenson**

---

**From:** Kris Smith <ksmithvalleysand@yahoo.com>  
**Sent:** Thursday, March 28, 2024 8:34 PM  
**To:** Jason Sorenson; ksmithvalley@gmail.com; Ryan Casne  
**Subject:** Fwd: Regards to Wade Minor

Sent from my iPhone

Begin forwarded message:

**From:** David Hamilton <dhamilton.wvfr@gmail.com>  
**Date:** March 28, 2024 at 8:02:04 PM MDT  
**To:** Ksmithvalleysand@yahoo.com  
**Subject:** Regards to Wade Minor

Kris,

This email is in regards to the Wade Minor Subdivision that we have visited about. I would just like to recap that West Valley Fire Rescue does not see the need for a 30,000 gallon of water that would need to be drafted out of in order to use the water. The preferred water supply would be a tank of that size that is outfitted with a pump that will pump the water out of the tank into a fire truck. We have 2 other established water sites that are within 2 miles that we will use if there is a fire. These sites allow us to use a pump and I do not have to tie up a fire truck to get out the water from them. I would be happy to answer any other questions you might have.

Thank you

--


**David Hamilton - Fire Chief**  
**406-431-1948**  
**dhamilton.wvfr@gmail.com**  
**West Valley Fire Rescue**  
1165 Forestvale Rd  
Helena, MT 59602  
*Facebook Twitter*  
*www.WestValleyFireMT.gov*







### Exhibit C: Agency Comments

#### Dan Karlin, County Engineer

Wade Minor

 Dan Karlin  
To Phil Gonzalez

 Reply  Reply All  Forward  

Mon 11/18/2024 3:14 PM

 You replied to this message on 11/18/2024 3:15 PM.

We didn't have any comments on Wade.  
It appears the road will dead-end into an adjacent property and not be able to join the existing ROW.

Thanks,

Daniel Karlin, PE  
County Engineer  
Lewis and Clark County Public Works  
3402 Cooney Drive  
Helena, MT 59602  
Office: (406) 447-8034  
Fax: (406) 447-8368  
[dkarlin@lccountymt.gov](mailto:dkarlin@lccountymt.gov)

#### Kathy Macefield, L&C County Historic Preservation

**December 10, 2024**, in Room 330 of the City-County Building, 316 North Park Avenue, Helena, Montana.

Please mail comments or correspondence to the Community Development and Planning Office at 316 North Park Avenue, Helena, MT 59623 or fax them to (406) 447-8398. Comments can also be e-mailed to: [planning@lccountymt.gov](mailto:planning@lccountymt.gov).

Comment as follows:

No comment unless historic  
or prehistoric artifacts are found  
during infrastructure construction, then work shall  
cease ~~and~~ <sup>and SPPD</sup> the City - County Historic Preservation  
Officers shall be contacted for inspection.

K. Macefield 11-14-2024

Signature/Date

## Jean Riley, Montana Department of Transportation

---

**From:** Riley, Jean <jriley@mt.gov>  
**Sent:** Friday, November 22, 2024 2:41 PM  
**To:** County\_Planning\_Mail <County\_Planning\_Mail@lccountymt.gov>  
**Cc:** Pesanti, Jim <jpesanti@mt.gov>; Day, Michael <mday@mt.gov>; Kilts, Kristina <kkilts@mt.gov>  
**Subject:** Wade Minor Subdivision - 7373 Green Meadow Drive - Helena - U-5820 Reference Post (RP) 5.89

You don't often get email from [jriley@mt.gov](mailto:jriley@mt.gov). [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.

To Whom It May Concern.

The Montana Department of Transportation (MDT) staff reviewed the Request for Review and Comments concerning the above referenced subdivision. This subdivision is proposing a new roadway approach at Reference Post (RP) 5.89. The developer must submit a new approach permit for the approach on the MDT Maintenance Permitting system. The new roadway must be aligned with the existing roadway on the westside pf Green Meadow Drive. The Developer must supply information to MDT concerning the anticipated types of vehicles using the approach. This is due to the anticipated commercial lot. Once this information is received, MDT will determine if there are any mitigations necessary for the approach onto Green Meadow Drive.

The existing approach to the north between this property and the property to the north must be reconfigured as a single drive way approach.

If you have any questions concerning the comments please contact me.

Thank you for the opportunity to comment.

Jean

**Jean A. Riley, P.E.**  
*Transportation Planning Engineer* | Rail, Transit, and Planning Division  
Montana Department of Transportation  
PO Box 201001  
Helena, MT 59620-1001  
406-444-9456 | [jriley@mt.gov](mailto:jriley@mt.gov)

**Lewis and Clark County, Sheriff's Department**

**December 10, 2024**, in Room 330 of the City-County Building, 316 North Park Avenue, Helena, Montana.

Please mail comments or correspondence to the Community Development and Planning Office at 316 North Park Avenue, Helena, MT 59623 or fax them to (406) 447-8398. Comments can also be e-mailed to: [planning@lccountymt.gov](mailto:planning@lccountymt.gov).

Comment as follows:

No comment @ this time

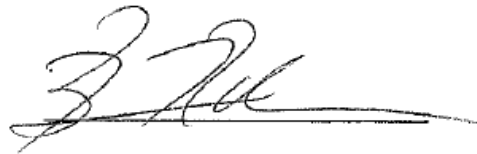
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Signature/Date



Kegan McClanahan, Water Quality Protection District



1930 9<sup>th</sup> Avenue, Helena, MT 59601  
(406) 457-8584

## MEMORANDUM

Date: November 26, 2024  
To: Phil Gonzalez, *Lewis and Clark County Community Development and Planning*  
Cc: Jennifer McBroom, *Lewis & Clark County Water Quality Protection District*  
From: Kegan McClanahan, *Lewis & Clark County Water Quality Protection District*  
Reference: Wade Minor (SUBD2024-006)

### Overview of Development

The proposed Wade Minor subdivision (development) will be developed along Green Meadow Drive, south of Lincoln Road, and north of Barraugh Road (see Attachment 1). The development will be 6.75 acres in total which will be divided into 4 residential lots of 1 acre per lot and 1 commercial lot of 2.75 acres. The commercial lot is proposed to be a storage facility. Each lot will be supplied water by individual wells and wastewater will be handled by individual septic systems.

### Local Hydrogeology

The area of the development is underlain by the Helena Valley-Fill Aquifer. This aquifer is composed of quaternary cobbles, gravels, sands, silts, and clays exhibiting a high degree of horizontal hydraulic conductivity. The potentiometric surface portrays groundwater flow east, towards Lake Helena. Aquifer recharge is achieved through infiltration of streams, irrigation canal leakage, and bedrock fractures (Brian and Madison, 1992).

### Water Quantity Concerns

The Lewis and Clark County Water Quality Protection District (WQPD) has groundwater level data from four wells near the development: GWIC: 189417, 197571, 246101, and 258300. The locations of the wells are noted on Attachment 1. Well 246101 is located northwest of the development, adjacent to Silver Creek. The groundwater levels have remained around 30 to 40 feet below ground level over the past 14 years. Wells 197571 and 258300 are located south of the development along Silver Creek. The groundwater levels in both wells have maintained around 60 to 70 feet below ground level over the past 5 years. Well 189417 is located east of the development and the groundwater levels have remained stable around 80 to 90 feet below ground level. All well data (Attachment 2) in the WQPD database indicate local groundwater levels have been stable in the past; however seasonal fluctuations do occur and can account for 10 to 20 feet of variability. Wells should be drilled based on the seasonal low groundwater level.

#### **Water Quality Concerns**

Nitrate is a common contaminant in the Helena Valley due to the numerous potential sources such as septic systems, agricultural products, and animal manure. Residential water quality data submitted to the WQPD indicate elevated nitrate concentrations to the east of the development, near Applegate Road. Local and surrounding land use, past and present, can lead to elevated nitrate concentrations in the groundwater.

#### **Recommendations**

- The WQPD recommends that the individual groundwater wells be drilled to depths well below the water table at its seasonal lowest. Groundwater levels are typically at their highest in late spring when snowmelt is recharging the local aquifers and their lowest in late summer/fall due to increased water demand during irrigation season.
- The WQPD recommends testing for nitrate on an annual basis. The WQPD has water quality test kits for nitrates and total coliform bacteria at our offices (1930 9<sup>th</sup> Avenue, Helena, Montana, 59601). The WQPD also offers a free arsenic and uranium test kit to all Lewis and Clark County residents.

If anyone has any questions regarding groundwater levels or water quality, please contact me at (406) 457-8927 or [KMcClanahan@LCCountyMT.gov](mailto:KMcClanahan@LCCountyMT.gov).

#### **Attachments**

Attachment 1: Map of Wade Minor Subdivision and Surrounding Wells

Attachment 2: Hydrograph of Groundwater Levels Near Wade Minor Subdivision

#### **References**

Briar, David W. and Madison, James P. 1992. Hydrogeology of the Helena Valley-Fill Aquifer System, West-Central Montana. United States Geological Survey. Water-Resources Investigations Report 92-4023. Helena, Montana.

David Hamilton, Fire Chief West Valley Fire District

December 10, 2024, in Room 330 of the City-County Building, 316 North Park Avenue, Helena, Montana.

Please mail comments or correspondence to the Community Development and Planning Office at 316 North Park Avenue, Helena, MT 59623 or fax them to (406) 447-8398. Comments can also be e-mailed to: [planning@lccountymt.gov](mailto:planning@lccountymt.gov).

Comment as follows:

West Valley Fire District would be ok with  
allowing these variances, we would be able to utilize a  
water system that has a pump and fill off a hydrant rather than  
tied up a truck to draft out of a buried tank with no pump and  
no auto fill to top of the tank, we also would be fine with  
Lincoln Rd due to the roundabout at green meadow and Lincoln  
Rd.



Signature/Date

11/25/2025

Fire Chief  
West Valley Fire District

**From:** Kris Smith <ksmithvalleysand@yahoo.com>  
**Sent:** Thursday, March 28, 2024 8:34 PM  
**To:** Jason Sorenson; ksmithvalley@gmail.com; Ryan Casne  
**Subject:** Fwd: Regards to Wade Minor

Sent from my iPhone

Begin forwarded message:

**From:** David Hamilton <dhamilton.wvfr@gmail.com>  
**Date:** March 28, 2024 at 8:02:04 PM MDT  
**To:** Ksmithvalleysand@yahoo.com  
**Subject:** Regards to Wade Minor

Kris,

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Thank you

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**David Hamilton - Fire Chief**  
406-431-1948  
[dhamilton.wvfr@gmail.com](mailto:dhamilton.wvfr@gmail.com)  
**West Valley Fire Rescue**  
1165 Forestvale Rd  
Helena, MT 59602  
*Facebook Twitter*  
[www.WestValleyFireMT.gov](http://www.WestValleyFireMT.gov)



## Exhibit D: Public Comments

Staff received public comments regarding the subdivision application: A) one (1) letter of support of the application from neighboring property resident Wyatt Duthie. B) one (1) letter against the subdivision application signed by thirty-six (36) neighboring residents. C) The Applicant submitted a letter of support, as part of the application, signed by the five (5) adjacent residents in support of the variances request for Section XI.H.4 of the Subdivision regulations, requirement to provide connectivity to surrounding properties.

### 1.

-----Original Message-----

From: wyatt duthie <15wyattduthie15@gmail.com>  
Sent: Friday, November 29, 2024 1:24 PM  
To: County\_Planning\_Mail <County\_Planning\_Mail@lccountymt.gov>  
Subject: Wade Minor Subdivision

[You don't often get email from 15wyattduthie15@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

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.

Good afternoon,

My name is Wyatt Duthie. I am a young, quiet, professional living at 7360 Green Meadow Dr. Which is directly across the road from the proposed Wade Minor Subdivision. I, wholeheartedly, SUPPORT the proposed Wade Minor Subdivision.

As it sits now, barren with overgrown weeds, it is an inefficient use of land. Meanwhile, Helena's greatest challenge is housing shortage. I believe we must promote and incentivize efficient use of lands throughout the county. The development of this unused land is a step in the right direction.

In all honesty, this particular spot in the valley is not the Taj Mahal by any means... There is a Junkyard, a solar farm, and an outdoor storage facility within a quarter mile of it's proposed location. Any improvements to the proposed site would be greatly appreciated and welcomed from your neighbor across the street.

I would like to thank the stakeholders involved for granting me the opportunity to participate in public discourse.

Thank you,

Wyatt Duthie  
406-439-1795

2.

<p>Community Development &amp; Planning Office 316 North Park Avenue Helena, MT 59623</p>	<p><b>RECEIVED</b></p>
	<p>NOV 28 2024</p>
	<p>LEWIS &amp; CLARK COUNTY Community Development &amp; Planning</p>
<p><b><u>Subject: Opposition to Wade Minor Subdivision</u></b></p>	
<p>The undersigned residents of the North Helena Valley oppose the proposed Wade Minor Subdivision. We believe that development of the Wade Minor Subdivision will violate the primary purpose for which the Lewis &amp; Clark County Subdivision regulations were promulgated – <b>“The purposes of these regulations are to promote the public health, safety, and general welfare ...”</b>.</p>	
<ol style="list-style-type: none"> <li>1. As proposed, development of the subdivision will require granting of three variances to the L&amp;C County Subdivision Regulations. All three requested variances relate to safety, transportation, and fire protection issues that will have a direct negative impact on Subdivision residents and Subdivision neighbors up to 2 miles away if the variances are granted. There is no obvious "hardship", other than pecuniary, that can be used to justify granting of all three variances to the regulations. Absent compelling evidence to the contrary granting the variances will adversely affect public health, safety, and general welfare.</li> <li>2. Despite issuance of the DEQ COSA, the subdivision will pose a direct threat to groundwater quality and especially to the well water used by people that reside downgradient of the dense (1-acre) Subdivision parcels. Groundwater degradation analysis methodology used by DEQ in approving a COSA is seriously flawed as it relies on a single measured, non-conservative, parameter (nitrate) as an indicator of groundwater pollution. Furthermore, the methodology does not adequately account for persistent up-gradient development of subsequent subdivisions, and the resulting ever-increasing risk over time to established down-gradient users. Using nitrate as an indicator of groundwater pollution, ignores the much more dangerous risks to human health and the environment posed by other species in wastewater such as pharmaceuticals (antibiotics, psychoactive drugs, pain medications, chemo therapeutics, etc.), personal care products (acetone, soaps, detergents, lotions, hair dye, peroxides, etc.), and chemicals (pesticides, herbicides, paint thinner, gasoline, lubricants, solvents, etc.) that might find their way into residential drains. Of particular concern is the proposed commercial property in the Subdivision. Commercial properties have great potential to do harm to human health and the environment through both groundwater and air pollution from commercial wastes plus other irritants such as noise and odors. <b>Commercial lots should not be approved absent detailed knowledge of the activities proposed thereon.</b></li> <li>3. The Subdivision proposes development at near urban density in an otherwise rural neighborhood. Continued approval of subdivisions having small lot sizes changes the rural character of the North Helena Valley, to the detriment of current residents, through increased burden on infrastructure and services such as roads, schools, law enforcement, and fire protection.</li> </ol>	


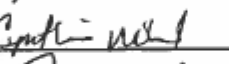
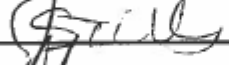
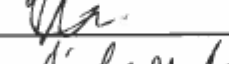




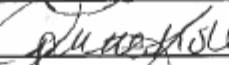
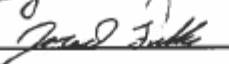
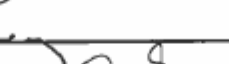
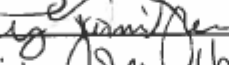


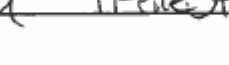
For these and other reasons, we urge the Community Development and Planning Office to recommend that the County Commissioners deny approval of the Wade Minor Subdivision.

Respectfully Signed:

Name (Printed)	Signature	Street Address
Vivian Drake	<i>[Signature]</i>	7463 Cactus Flats Dr.
Bon Drake	<i>[Signature]</i>	7463 Cactus Flats Dr.
Darita Polbrad	<i>[Signature]</i>	59 Lincoln Rd W
Chuck Williams	<i>[Signature]</i>	55 Lincoln Rd
Gwen Williams	<i>[Signature]</i>	55 Lincoln Rd.
Jacob Stearns	<i>[Signature]</i>	55 Lincoln Rd
DONALD WELCH	<i>[Signature]</i>	59 LINCOLN RD.
Jonathan Schaefer	<i>[Signature]</i>	61 Lincoln Rd
Dave Wayland	<i>[Signature]</i>	10 Lincoln Rd W
Robert Wayland	<i>[Signature]</i>	10 Lincoln W.
Timothy F. Taylor	<i>[Signature]</i>	40 Lincoln Rd W.
Mary A HAMMOND	<i>[Signature]</i>	30 Lincoln Rd W
Shawn Woods	<i>[Signature]</i>	38 Lincoln Rd W
Michelle Woods	<i>[Signature]</i>	38 Lincoln Rd W.
Earl Mitchell	<i>[Signature]</i>	42 Lincoln Rd W
Kimberly Woods	<i>[Signature]</i>	43 Lincoln Rd W
Joey A. Jorgensen	<i>[Signature]</i>	90 W Lincoln Rd
Dulmar Anderson	<i>[Signature]</i>	7429 Cactus Flats Dr.
David Trauter	<i>[Signature]</i>	7421 Cactus Flats Dr.
Janna Wlekh	<i>[Signature]</i>	61 Lincoln Rd W.

For these and other reasons, we urge the Community Development and Planning Office to recommend that the County Commissioners deny approval of the Wade Minor Subdivision.

Respectfully Signed:

Name (Printed)	Signature	Street Address
Roscoe Nolan		7390 Green meadow Dr Helena
Cynthia Nolan		7390 Green meadow Dr Helena
Jami Stiles		55 Barrrough Rd Helena MT
Drew Stiles		55 Barrrough Rd Helena MT 5902
Nicole Steele		71 Barrrough Rd Helena MT
Rick Steele		71 Barrrough Rd Helena MT
Blake Running		7355 Two Bit Cr Helena
Chris Running		7355 Two Bit Circle Dr
Dan Kroll		125 Susan Ct.
Janna Kroll		125 Susan Ct.
T Jared Fuller		120 Susan Ct
Kathy Curran		100 Susan Ct
Jami Greenberg		100 Susan Ct
Idene Helquist		105 Susan Ct
Ken R. Horn		7440 Fetz Estate Dr



3.

PROP. ~~2~~<sup>2</sup> (NORTH)

Hello,

My Name is Kris Smith. I own the property on 7370 Green Meadow. I am looking into doing a little four lot minor subdivision. I plan on going in and cleaning all the horse corrals and garbage on the property. There will be a single road that will be accessed off the already existing approach going east through our property about half way to the back. Lewis and Clark County likes through roads for future subdivisions. I am requesting a variance not to do that, and getting approval from the adjoining land owners that you do not want a county road built towards the back and sides of the properties.

SHEIN LEROY ETAL

TRACT

S24, T11 N, R04 W, C.O.S. 3211226, ACRES 3.88, TRACT A-2, IN W2NW4

PROP. 3 (EAST)

Hello,

My Name is Kris Smith. I own the property on 7370 Green Meadow. I am looking into doing a little four lot minor subdivision. I plan on going in and cleaning all the horse corrals and garbage on the property. There will be a single road that will be accessed off the already existing approach going east through our property about half way to the back. Lewis and Clark County likes through roads for future subdivisions. I am requesting a variance not to do that, and getting approval from the adjoining land owners that you do not want a county road built towards the back and sides of the properties.

Jessica

Brockmeyer

LOT B3

CLINK MINOR, S24, T11 N, R04 W, Lot B3, COS #558546/E

PROP 4 (EAST)

Hello,

My Name is Kris Smith. I own the property on 7370 Green Meadow. I am looking into doing a little four lot minor subdivision. I plan on going in and cleaning all the horse corrals and garbage on the property. There will be a single road that will be accessed off the already existing approach going east through our property about half way to the back. Lewis and Clark County likes through roads for future subdivisions. I am requesting a variance not to do that, and getting approval from the adjoining land owners that you do not want a county road built towards the back and sides of the properties.

Janet Hinkle

*Janet Hinkle*

LOT B2

CLINK MINOR, S24, T11 N, R04 W, Lot ~~B2~~, COS #558546/E

B2

PROP. 5 (SOUTH)

Hello,

My Name is Kris Smith. I own the property on 7370 Green Meadow. I am looking into doing a little four lot minor subdivision. I plan on going in and cleaning all the horse corrals and garbage on the property. There will be a single road that will be accessed off the already existing approach going east through our property about half way to the back. Lewis and Clark County likes through roads for future subdivisions. I am requesting a variance not to do that, and getting approval from the adjoining land owners that you do not want a county road built towards the back and sides of the properties.

RDS LLC

*[Signature]*

STORAGE  
UNITS

S24, T11 N, R04 W, TRACT B, IN SW4NW4



Board Appointments. (Roger Baltz)

Presented By:

Summary:

- Lewis and Clark County DUI Task Force

Legal Review Required:

**ATTACHMENTS:**

Description	Type
Board Appointments Memo	Attachment



TO: BoCC, Roger Baltz  
CONTACT: Brandi Spangler  
DATE: December 10, 2024  
RE: Board Appointment

These candidates meet the qualifications for consideration of each board.

**Lewis and Clark County DUI Task Force**

Gale Pikkula resigned July 9, 2024. Bill Grossman and Peter Schaefer applied.

**Action**

Staff recommends that the Commissioners consider the applicants and select a candidate for the Lewis and Clark DUI Task Force to a partial term that will expire December 31, 2025.