



NOTICE OF PUBLIC MEETING

The Lewis and Clark County Commissioners Public Meeting will be held on Tuesday, March 4, 2025, at 9:00 AM in Commission Chambers, Room 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. **Announcement**

a. Staff Recognition. (Drenda Niemann)

The Commissioners will recognize Laurel Riek for over 30 years of service to Lewis and Clark Public Health as she prepares to retire.

3. **Consent Action Items**

a. Resolution 2025-16 Declaring County Property Surplus Property. (Jen Garber)

4. **Bid Opening. 2025 Paint Striping. (Audra Zacherl)**

The Commissioners will consider opening the bids.

5. **Resolution 2025-17 Setting Seasonal Weight Limits on Specific Roads Under the Jurisdiction of Lewis and Clark County. (Kevin Horne)**

The Commissioners will consider the resolution.

6. **Resolution 2025-18 Setting Permanent Weight Limits on Specific Roads Under the Jurisdiction of Lewis and Clark County. (Kevin Horne)**

The Commissioners will consider the resolution.

7. **Amendment No. 1 to Grant Award Between Lewis and Clark County and the Montana Department of Natural Resources and Conservation. (Jennifer McBroom)**

The Commissioners will consider Amendment No. 1 to the Montana Department of Natural Resources and Conservation's grant award for the Grizzly Gulch Placer Mine Reclamation Project. The amendment extends the project period until December 31, 2026.

8. **Grant Award Between Lewis and Clark County and Montana Department of**

Environmental Quality. (Jennifer McBroom)

The Commissioners will consider accepting the grant award from the Montana Department of Environmental Quality Hard Rock Mining Bureau for the Grizzly Gulch Placer Mine Reclamation Project in the amount of \$10,000. The effective date being the date of the latter of the two signatures, through December 31, 2025.

9. **Contract Between Lewis and Clark County and RESPEC Company, LLC. (Jennifer McBroom)**

The Commissioners will consider the contract with RESPEC Company, LLC in the amount of \$20,628.50 for design and construction management services for the Grizzly Gulch Placer Mine Reclamation Project. The contract period is from January 1, 2025 through December 31, 2025.

10. **Subdivision Improvements Agreement Extension Request for Amended Plat of Lot 4P-A of The First Amendment of Heron Creek Subdivision Phases 1, 2, & 3, otherwise known as the Heron Creek Major Subdivision, Phases 4, 5, and 6. (Applicant: Sussex Development, Inc.) (Planner: Greg McNally)**

The Commissioners will consider extending the Subdivision Improvements Agreement for the Heron Creek Subdivision, Phases 4-6. The Subdivision is located south of and adjacent to Kier Lane and east of and adjacent to Eames Lane.

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

12. **Adjourn**

ADA NOTICE

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

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



Staff Recognition. (Drenda Niemann)


Presented By:

Summary:

The Commissioners will recognize Laurel Riek for over 30 years of service to Lewis and Clark Public Health as she prepares to retire.

Legal Review Required:

ATTACHMENTS:

Description	Type
 Employee recognition - Laurel Riek retirement	Attachment

In Honor of Your Service

Laurel Riek



*Retired With Distinction
After 31 Years of Service*

*We wish to express our sincere appreciation
and gratitude for your 31 years of dedicated service
to Lewis and Clark County and the citizens we serve.*

*Your commitment to excellence
will be remembered for years to come.
We wish you happiness and good health
in this new chapter of your life.*

March 4, 2025

*On behalf of the Board of County Commissioners,
the staff of Lewis and Clark County, and
your fellow co-workers and friends,*

Thank you and Congratulations!



ATTACHMENTS:

Description

▣ Resolution 2025-16

Type

Resolution

RESOLUTION 2025 - 16

A RESOLUTION DECLARING COUNTY PROPERTY SURPLUS PROPERTY

WHEREAS, Section 7-8-2211, MCA, authorizes the Board of County Commissioners to sell, trade, or exchange any real or personal property, however acquired, belonging to the County that is not necessary to the conduct of county business or the preservation of its property; and

WHEREAS, the County property described on the attached list "Exhibit A" has been determined by the Board of County Commissioners to be unnecessary to the conduct of county business or the preservation of its property and by such determination has been declared surplus property; and

WHEREAS, the property on "Exhibit A" individually have a value less than \$2,500; and

NOW, THEREFORE, BE IT RESOLVED, by the Lewis and Clark County Commissioners, that said county property is declared surplus property and be taken off the inventory.

DATED this ____ day of _____ 20____.

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Candace Payne, Chair

ATTEST:

Amy Reeves, Clerk of the Board

EXHIBIT "A"

Description (Qty)	Asset#	Serial # / VIN	Mileage	Reason	Department
1. Getac S410 Laptop	n/a	RHA03S0006	n/a	Disposal *	Sheriff's Office
2. Getac S410 Laptop	n/a	RK903S2638	n/a	Disposal *	Sheriff's Office
3. Getac S410 Laptop	n/a	RG939S0401	n/a	Disposal *	Sheriff's Office
4. Getac S400 Laptop	n/a	RF339S0890	n/a	Disposal *	Sheriff's Office
5. Getac S400 Laptop	n/a	RF339S0887	n/a	Disposal *	Sheriff's Office
6. Getac S400 Laptop	n/a	RF439S0095	n/a	Disposal *	Sheriff's Office
7. Getac S400 Laptop	n/a	RF339S0894	n/a	Disposal *	Sheriff's Office
8. Getac S400 Laptop	n/a	RF339S0885	n/a	Disposal *	Sheriff's Office
9. Getac S400 Laptop	n/a	RF439S0099	n/a	Disposal *	Sheriff's Office
10. Getac S410 Laptop	n/a	RG939S0396	n/a	Disposal *	Sheriff's Office
11. Getac S410 Laptop	n/a	RG939S0397	n/a	Disposal *	Sheriff's Office

* For security and environmental reason disposal is required, equipment will be disposed of by an e-Waste disposal company and wiped of any data prior to leaving the departments control.



Bid Opening. 2025 Paint Striping. (Audra Zacherl)

Presented By:

Summary:

The Commissioners will consider opening the bids.

Legal Review Required:

ATTACHMENTS:

Description	Type
 Legal Ad - Invitation to Bid	Attachment

INVITATION TO BID

Notice is hereby given that the Board of County Commissioners of Lewis and Clark County, Montana are soliciting competitive bids from interested parties for the construction of the 2025 Paint Striping Project. The project generally consists of Paint Striping of various county roads and City of East Helena Roads in Lewis and Clark County, and one road in Jefferson County, Montana, as listed in Appendix A – Locations, Descriptions, & Estimated Quantities.

All Bids must be in accordance with the contract documents. The complete solicitation is available online at <https://www.lccountymt.gov/Government/Grants-and-Purchasing/Bids-and-Proposals-Current>. Questions related to this solicitation must be directed only to the designated point of contact for this solicitation: Jade Wills, Administrative Assistant II, jwills@lccountymt.gov, in accordance with Article 2.01 of Instructions to Bidders. A cone of silence is established for this solicitation which prohibits any bidder, or entity with financial interest in the bid award, from communicating regarding the solicitation with any Lewis and Clark County elected official, employee, or agent other than the designated point of contact. Contractors are encouraged to check for any addenda issued prior to submitting a bid.

There will be a pre-bid conference on Wednesday, February 19, 2025, at 3:30 p.m. in the Public Works Noxious Weed District Conference Room, located at 3402 Cooney Drive, Helena, MT. Interested bidders are encouraged to attend.

The deadline for bids to be delivered to the Lewis and Clark County Commissioner's Office, located at the City-County Administrative Building, 316 North Park Avenue, Room 345, Helena, MT is on or before 4:00 PM local time on March 3, 2025. The sealed envelope containing the bid must be labeled, "2025 Paint Striping, Bid Enclosed." Bids received by this deadline will be unsealed publicly on March 4, 2025 beginning at 9:00 AM local time in Room 330 of the City-County Administrative Building. Late bids are not accepted.

All bids must be accompanied by a bid bond or other form of security as specified in Montana Code Annotated 18-1-203, payable to Lewis & Clark County, in an amount not less than ten percent (10%) of the total amount of the bid. Successful Bidders shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance, as required, shall be provided by the successful Bidder(s) and a certificate(s) of that insurance shall be provided.

Contractor and any of the Contractor's Subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, PO Box 8011, 1805 Prospect, Helena MT 59604-8011. Information on registration can be obtained by calling (406) 444-7734. All laborers and mechanics employed by Contractor or Subcontractors in performance of the construction work shall be paid wages at rates as required by Montana Prevailing Wage Rates for Highway Construction Services 2024. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Bids may only be withdrawn as provided in Section 16.02 of the Instructions to Bidders after the scheduled time for the public opening of bids. The right is reserved to reject any or all bids received, to waive informalities, to postpone the solicitation for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid that is in the best interest of the Owner.

Lewis & Clark County is an Equal Opportunity Employer.

Publication Dates:

- Saturday, February 8, 2025
- Saturday, February 15, 2025



Resolution 2025-17 Setting Seasonal Weight Limits on Specific Roads Under the Jurisdiction of Lewis and Clark County. (Kevin Horne)

Presented By:

Summary:

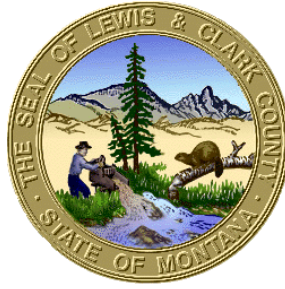
The Commissioners will consider the resolution.

Legal Review Required:

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Memo	Staff Report
<input type="checkbox"/>	Resolution	Resolution

Kevin Horne
Road/Bridge Operations Manager
(406) 447-8031 Desk
(406) 447-8033 Fax



3402 Cooney Drive
Helena, Montana 59602

khorne@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

DATE: March 4th, 2025

TO: Board of County Commissioners

FROM: Kevin Horne, Road and Bridge Operations Manager

RE: Seasonal Weight Limit Resolution 2025-17

Before you today is resolution 2025-17 for seasonal weight limit restrictions on specific hard surfaced roads within the jurisdiction of Lewis and Clark County.

This winter we have experienced unseasonably warm temperatures along with extremely cold temperatures across Lewis and Clark County. Seasonal weight limit restrictions are necessary as the frozen ground begins to thaw. The base gravel in the roadbed becomes saturated and ultimately causes surface break up and premature failure. The current freeze-thaw cycles we have and will be experiencing have the potential to cause severe damage to our roads with heavier loaded vehicles. The roads' ability to carry fully loaded vehicles is substantially reduced during this time period. Staff has worked to develop this resolution to protect our investment and keep the roads safe and serviceable for public use for the timeframe annually beginning each year March 1st and ending annually each year on May 31st.

Public notice will be provided via social media, news media, and also by fax and email to our current list of contractors and heavy haulers within Lewis and Clark County. Notice of seasonal restrictions will also be posted on the Lewis and Clark County website.

Staff recommends approval and adoption of resolution 2025-17 for seasonal weight limit restrictions on specific hard surface roads for the timeline established by this resolution and authorize the Chair to sign.

RESOLUTION NO. 2025-17

SETTING SEASONAL WEIGHT LIMITS ON SPECIFIC ROADS UNDER THE
JURISDICTION OF LEWIS AND CLARK COUNTY

WHEREAS, the Board of Commissioners of Lewis & Clark County, Montana (Commission), has the authority under M.C.A 61-10-128 to impose restrictions on the weight of vehicles traveling on public roads under its jurisdiction; and

WHEREAS, the Commission has authority over all county roads pursuant to Section 7-14-2102, M.C.A; and

WHEREAS, M.C.A 61-10-147 provides enforcement of restricted weight limits; and

WHEREAS, public safety and general welfare allows for the modification of weight limits on county roads in response to climatic conditions to prevent accidents and damage to property; and

WHEREAS, the County has determined (1) that the following roads are under Lewis and Clark County jurisdiction and (2) Lewis and Clark County is responsible for the maintenance of the listed roads.

Jim Town Rd. Asphalt
Birdseye Rd.
Causeway Way (Lake Helena Dr.)
Collins Dr. South
Forestvale Rd.
Hauser Dam Rd.
Keir Dr.
Lake Helena Drive
Masonic Home Rd.
McHugh Ln.
Mill Rd.
North Montana Ave.
Sierra Rd. East
Sierra Rd. West
Williams St.
Wylie Dr.
B Street
C Street
D Street
1 Ave. South
6th Ave.
7th Ave.
8th Ave.
9th Ave.
Spring Creek Ln.
Sleepy Hollow Ln.
Sucker Creek Rd.

Highway 284 to end of asphalt.
Williams St to Highway 279.
Lincoln Rd. East to end of asphalt.
Lincoln Rd. East to Masonic Home Rd.
Green Meadow Dr. to North Montana Ave
Lincoln Rd. East to end of asphalt.
Canyon Ferry Rd. to Saffron Ln.
Causeway to Lincoln Rd East
Collins Dr. South to Frontage Rd.
Yuhas Ave. to Sierra Rd. West
Green Meadow Dr. to North Montana Ave.
North of Lincoln Rd.
Frontage Rd. to Floweree Dr.
Frontage Rd. to Green Meadow Dr.
Highway 12 to Birdseye Rd.
Canyon Ferry Rd. to York Rd.
At Stemple Pass Rd.
At Stemple Pass Rd.
At Stemple Pass Rd.
South of Highway 200
North and South of Highway 200
South of Highway 200
North and South of Highway 200
At Highway 200
Highway 200 to end of asphalt
North of Highway 200
Highway 200 to end of asphalt

WHEREAS, the listed roads will be seriously damaged or destroyed by deterioration, rain, snow or other climatic conditions unless the use of vehicles on the highway is prohibited or the permissible vehicle weights are reduced.

NOW, THEREFORE BE IT RESOLVED that pursuant to M.C.A 61-10-128 the following limits shall apply and remain in place until modified on the listed portions of road annually between the months of March 1st and May31st:

Load limit single axle seven (7) tons, tandem axle fourteen (14 tons), 350 lbs. per inch width of tire.

NOW, BE IT FURTHER RESOLVED that this resolution becomes effective upon the erection of signs establishing the allowed weight. The signs shall be posted at each end of the restricted portion of the listed roadways. The location and duration of the signage within the above listed roadway portions and dates shall be at the discretion of the County.

NOW, BE IT FURTHER RESOLVED as follows: All previous resolutions setting weight limit reductions on the listed roadways are hereby rescinded.

DATED this 4 day of March 2025,

LEWIS AND CLARK COUNTY
BOARD OF COUNTY COMMISSIONERS

Candace Payne, Chair

ATTEST:

Amy Reeves, Clerk of the Board



Resolution 2025-18 Setting Permanent Weight Limits on Specific Roads Under the Jurisdiction of Lewis and Clark County. (Kevin Horne)

Presented By:

Summary:

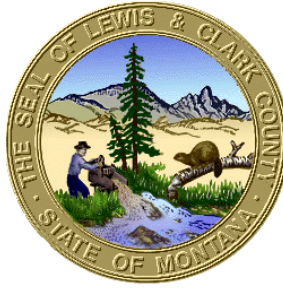
The Commissioners will consider the resolution.

Legal Review Required:

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Memo	Attachment
<input type="checkbox"/>	Resolution	Resolution

Kevin Horne
Road/Bridge Operations Manager
(406) 447-8031 Desk
(406) 447-8033 Fax



3402 Cooney Drive
Helena, Montana 59602

khorne@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

DATE: March 4, 2025

TO: Board of County Commissioners

FROM: Kevin Horne, Road and Bridge Operations Manager

RE: Permanent Weight Resolution 2025-18

Before you today is resolution 2025-18 for permanent weight limit restrictions on specific hard surfaced roads within the jurisdiction of Lewis and Clark County.

Permanent, year-round weight limits are needed on roads that have sub-standard base material and have a double shot of chip seal. These roads will not with stand normal highway loading. Normal highway loading has the potential to cause severe damage and ultimately lead to costly repairs. Staff has worked closely with the County Attorney's Office to develop this resolution to protect our investment and keep roads serviceable and safe for public use. Staff also recommends that these roads remain permanently restricted.

Public notice will be provided via social media, news media, and by fax and email to our current list of contractors and heavy haulers within the County. Permanent weight restrictions will also be posted on Lewis and Clark County's website.

Staff recommends approval and adoption of resolution 2025-18 for permanent weight limit restrictions on specific hard surfaced roads and authorize the Chair to sign.

RESOLUTION 2025 - 18

A RESOLUTION SETTING PERMANENT WEIGHT LIMITS ON SPECIFIC ROADS UNDER THE JURISDICTION OF LEWIS AND CLARK COUNTY

WHEREAS, the Board of Commissioners of Lewis & Clark County, Montana (Commission), has the authority under M.C.A 61-10-128 to impose restrictions on the weight of vehicles traveling on public roads under its jurisdiction; and

WHEREAS, the Commission has authority over all county roads pursuant to Section 7-14-2102, M.C.A; and

WHEREAS, M.C.A 61-10-147 provides enforcement of restricted weight limits; and

WHEREAS, public safety and general welfare allows for the modification of weight limits on county roads in response to climatic conditions to prevent accidents and damage to property; and

WHEREAS, the County has determined (1) that the following roads are under Lewis and Clark County jurisdiction and (2) Lewis and Clark County is responsible for the maintenance of the listed roads.

Applegate Dr. South	Lincoln Rd. to Norris Rd.
Beartooth Rd.	Frontage Rd. to end of asphalt.
Bel Air Subdivision	Entire Subdivision
Colorado Gulch Dr.	Highway 12 to end of asphalt.
Country Club Ave.	Joysln St. to Williams St.
Crestwood Estates	Entire Subdivision
Floweree Dr.	Sierra Rd. East to York Rd.
Franklin Mine Rd.	Green Meadow Dr. to end of asphalt. (Head Lane)
John G. Mine Rd. East	Green Meadow Dr. to North Montana Ave.
Juniper Drive	Stable Road to end of Asphalt (North and South)
Lake Helena Dr. South	York Rd. to Canyon Ferry Rd.
Middlemas Rd.	Montana Ave. to end of road.
Motsiff Rd.	McHugh Ln. to North Montana Ave.
Norris Rd.	Green Meadow Dr. to end of road.
Valley Dr.	Lewis St. to Canyon Ferry Rd.
Stable Road	Frontage Road to Juniper Drive
Tizer Dr.	York Rd to Old York Road
Old York Rd	Intersection of Tizer Rd West

WHEREAS, the listed roads will be seriously damaged or destroyed by deterioration, rain, snow or other climatic conditions unless the use of vehicles on the highway is prohibited or the permissible vehicle weights are reduced.

NOW, THEREFORE BE IT RESOLVED that pursuant to M.C.A 61-10-128 the following limits shall apply on the listed portions of roads:

Load limit single axle 7 tons, tandem axle 14 tons, 350 lbs. per inch width of tire.

NOW, BE IT FURTHER RESOLVED that this resolution becomes effective upon the erection of signs establishing the allowed weight. The signs shall be posted at each end of the restricted portion of the listed roadways. The location and duration of the signage within the above listed roadway portions and dates shall be at the discretion of the County.

NOW, BE IT FURTHER RESOLVED as follows: All previous resolutions setting weight limit reductions on the listed roadways are hereby rescinded.

DATED this ____ day of March, 2025,

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Candace Payne, Chair

ATTEST:

Amy Reeves, Clerk of the Board



Amendment No. 1 to Grant Award Between Lewis and Clark County and the Montana Department of Natural Resources and Conservation. (Jennifer McBroom)

Presented By:

Summary:

The Commissioners will consider Amendment No. 1 to the Montana Department of Natural Resources and Conservation's grant award for the Grizzly Gulch Placer Mine Reclamation Project. The amendment extends the project period until December 31, 2026.

Legal Review Required:

**LEWIS AND CLARK COUNTY
GRANTS APPROVAL FORM**

Grant name:	Grizzly Gulch Placer Mine Reclamation Project		
Grant/Contract number:	RIT-23-8909		
Funding source:			
Federal Agency:	N/A		
State Agency:	MT DNRC		
ARRA funding?	No		
Award amount:	\$292,611.00		
Hard Match required:	27,340.00		
Soft Match required:	11,725.00		
Indirect Cost Rate amount:	N/A		
Grant/Contract Period:	Start:	7/11/2023	End: 12/31/2026
Catalog of Federal Domestic Assistance number:	N/A		

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?

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

Does Grant/Contract require interest to be earned? No

Grant/Contract based on: a reimbursement

Contact Person/Phone number: Jennifer McBroom/406-457-8584

County Department: Health Department

County Assigned Project number: GGPMTA, GGPMT 1-4

Salaries to be paid by grant? No

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Staff Memo	Attachment
<input type="checkbox"/> Amendment No. 1 GG Placer Mine Project	Contract



**Water Quality
Protection District**
LEWIS AND CLARK COUNTY, MT



1930 9th Avenue, Helena, MT 59601
(406) 457-8584

MEMO

To: Board of County Commissioners
From: Jennifer McBroom, WQPD Supervisor
Date: March 3, 2025
RE: Amended Grant Award with DNRC with regards to the Grizzly Gulch Placer Mine Reclamation

Please see attached amended contract between Lewis and Clark County and Montana Department of Natural Resources and Conservation regarding additional time needed to complete the Grizzly Gulch Placer Mine Reclamation Project.

The current grant award was approved July 11, 2023, with the original ending date of December 31, 2024. The amended grant award before you will extend the grant period to December 31, 2026. The maximum amount under this grant stays as \$292,611.00. The services not completed outlined in scope of work will continue for construction management, construction implementation and monitoring.

Extending continued services: In order to complete the Grizzly Gulch Project due to the adjustments to the project plans, taking into account the available resources, external economic factors and extending the monitoring portion of the project, an extension of the grant period was necessary.

Background of Grizzly Gulch Project: DNRC funding is for the Grizzly Gulch Reclamation project that is in the process of reclaiming the Pretty Girl Placer Mine (Grizzly Creek) located approximately 5 miles up Grizzly Gulch. The site has an extensive mining history dating back to the 1870s. Mining activities, mostly for gold, have obliterated Grizzly Creek and disturbed four acres of floodplain. Materials have been displaced, and the site contains several deep open pits. These pits and unstable embankments have disrupted the surface water and groundwater flows through Grizzly Gulch, as well as created unsafe conditions for the public along Grizzly Gulch Drive. The overarching goal of this project is to reclaim Grizzly Creek to a functional stream and floodplain and to improve the safety for the public that use Grizzly Gulch Drive.

Impacts to natural resources center on water quality and quantity associated with the disrupted hydrologic conditions. Water quality is impacted through erosion of steep, exposed soils and increased sedimentation. The project is on track to reclaim the mine by establishing a functional floodplain slope to restore natural surface and groundwater flows. The floodplain will include a constructed stream channel



Water Quality Protection District

LEWIS AND CLARK COUNTY, MT



1930 9th Avenue, Helena, MT 59601
(406) 457-8584

through diverse riparian vegetation to address water quality impacts. Impacts to the public focus on the public safety hazards to vehicular and pedestrian traffic along Grizzly Gulch Drive. The project will address the steep slopes along the county road to improve safety for vehicular and pedestrian traffic. The project will allow public access to the reclaimed mine and restored stream corridor with a new trail.

Staff recommends approval.

FOR DNRC USE ONLY		
Maximum Amount under this Grant:		\$292,611.00
Source of Funds		
Fund Name	Fund No.	
Natural Resource Projects Account	02577	
Subclass	Org. No.	Amount
540IJ	3422209	\$292,611.00
Appropriation Authority: 67 th Legislature/ 2021 HB7		


Approved

No. RIT-23-8909

Amend No. 1

Division AM

Legal BB



In Process

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into by and between the Montana Department of Natural Resources and Conservation's (DNRC) Conservation and Resource Development Division hereinafter called "DNRC", and **Lewis and Clark County** hereinafter called the "Recipient" and represented by **Tom Rolfe**, Board of County Commissioners, Chairman, and successors, 316 N Park Ave, Helena, MT 59623, 406-447-8302, trolfe@lccountymt.gov.

The parties to this Agreement in consideration of the mutual covenants and stipulations set out herein hereby agree as follows:

THAT because additional time is needed, **SECTION 2. TERM** is hereby amended as follows:

SECTION 2. TERM.

The effective date of this Amendment is the date of last signing. The Recipient shall have until **December 31, 2026** to complete the project and work described in **SECTION 4. PROJECT SCOPE**. DNRC may grant an extension for completion upon request and showing of good cause by the Recipient. A request for extension must be submitted at least 45 days prior to the termination date of this Agreement. This agreement remains in effect until all reporting requirements as described in **SECTION 8. REPORTS** have been received by DNRC.

All other terms and conditions remain unchanged and continue in full force and effect. This Amendment consists of two (2) pages.

To express the parties' intent to be bound by the terms of this Agreement they have executed this document on the dates set out below.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

Recipient:

By: _____
Recipient Signature

Candace Payne Commission Chair

Recipient Print Name and Title

For: Lewis and Clark County
Entity Name

Entity Tax ID #

Date

Department of Natural Resources and Conservation:

By: _____
DNRC Signature

Print Name and Title

For: The Montana Department of Natural Resources and Conservation

Date



Grant Award Between Lewis and Clark County and Montana Department of Environmental Quality. (Jennifer McBroom)

Presented By:

Summary:

The Commissioners will consider accepting the grant award from the Montana Department of Environmental Quality Hard Rock Mining Bureau for the Grizzly Gulch Placer Mine Reclamation Project in the amount of \$10,000. The effective date being the date of the latter of the two signatures, through December 31, 2025.

Legal Review Required:

**LEWIS AND CLARK COUNTY
GRANTS APPROVAL FORM**

Grant name: Grizzly Gulch Placer Mine Reclamation

Grant/Contract number: DEQ 525041

Funding source:

Federal Agency:

State Agency: DEQ

ARRA funding? No

Award amount: 10,000

Hard Match required:

Soft Match required:

Indirect Cost Rate amount:

Grant/Contract Period: **Start:** 2/27/2025 **End:** 6/30/2025

Catalog of Federal Domestic Assistance number:

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?

Does Grant/Contract require interest to be earned? No

Grant/Contract based on: a reimbursement

Contact Person/Phone number: Jennifer McBroom

County Department: Health Department

County Assigned Project number:

Salaries to be paid by grant? No

ATTACHMENTS:

	Description	Type
<input type="checkbox"/>	Staff Memo	Attachment
<input type="checkbox"/>	DEQ MOA	Contract



**Water Quality
Protection District**
LEWIS AND CLARK COUNTY, MT



1930 9th Avenue, Helena, MT 59601
(406) 457-8584

MEMO

To: Board of County Commissioners
From: Jennifer McBroom, WQPD Supervisor
Date: March 3, 2025
RE: Grant Award with Montana Department of Environmental Quality regarding the Grizzly Gulch Project

Please see attached grant award between Lewis and Clark County and Montana Department of Environmental Quality (DEQ) Hard Rock Mining Bureau regarding the Grizzly Gulch Placer Mine Reclamation Project.

The grant award is in the amount of \$10,000 from a forfeited reclamation bond from a previous landowner to reclaim the mining disturbance at the Pretty Girl Placer Mine located in Grizzly Gulch.

Background: DEQ accepted a Small Miner Exclusion Statement from landowner back in 2004 to operate a placer operation at the Pretty Girl Placer Mine on landowners private property. This agreement included reclamation requirements for landowner to salvage and protect all soil materials for use in the reclamation of the site at the conclusion of mining activities, and to reclaim the site. DEQ required the landowner/operator to post the statutory maximum reclamation bond in the amount of \$10,000. Ultimately, in 2018, DEQ revoked the Small Miner Exclusion Statement which in turn forfeited the reclamation bond due to the landowner/operator failure to reclaim the site. The County, working with the new current landowner continued the proposal to reclaim the mine and applied for funding to do so. Once the Grizzly Gulch project is complete and work is approved by DEQ the County will be reimbursed the \$10,000 reclamation bond.

Staff recommends approval.

**MEMORANDUM OF AGREEMENT
FOR DISBURSEMENT OF HARD ROCK MINING BOND FUNDS
FOR COUNTY-CONDUCTED RECLAMATION
Between
DEPARTMENT OF ENVIRONMENTAL QUALITY
and
LEWIS AND CLARK COUNTY**

This Memorandum of Agreement (MOA) is hereby made between the Montana Department of Environmental Quality ("DEQ") Hard Rock Mining Bureau, whose Address is P.O. Box 200901, Helena, MT, 59620, and Lewis and Clark County, Water Quality Protection District, whose address is 316 North Park Avenue, Room 230, Helena, MT 59623 ("County"), and collectively the Parties, for the purpose of establishing the Parties' respective responsibilities related to reclamation of the Pretty Girl Placer Mine Site (Site) located on private property in Grizzly Gulch, Lewis and Clark County, Montana. Under this MOA, the County will reclaim the mining disturbance at the Site and DEQ will disburse payments to the County from a forfeited reclamation bond to reimburse the County for conducting such reclamation.

Mining activity occurred under a Small Miner Exclusion Statement (SMES), No. 05-205, accepted by DEQ in accordance with the Metal Mine Reclamation Act (MMRA), Section 82-4-301. et seq., Montana Code Annotated (MCA). The MOA's initial term is from the date of contract execution, with the effective date being the date of the latter of the two signatures, through December 31, 2025. In no event is this MOA binding on the DEQ unless the DEQ's authorized representative has signed it. The DEQ's authorized signatory for this MOA is the Agency Procurement Officer for DEQ.

WHEREAS, a private landowner owns a parcel of real property located in the County of Lewis and Clark, Montana, more particularly described as 1821 Grizzly Gulch Drive, a parcel in Section 10 in T09N, R04W, ("Property");

WHEREAS, On April 09, 2004, DEQ accepted a SMES, on behalf of Al Ballard, Ecosafe Gold Recovery, LLC., No. 05-205 ("Agreement") to operate a placer operation at the Pretty Girl Placer Mine (Site) on the Property;

WHEREAS, the Agreement included reclamation requirements as set forth in Section 82-4-305(1)(d), Montana Code Annotated, (MCA), which required Ballard Enterprises to salvage and protect all soil materials for use in the reclamation of the Site at the conclusion of mining activities, and to reclaim the Site sufficient to comparable utility and stability as that of adjacent areas;

WHEREAS under Section 82-4-338, MCA, DEQ required Ballard Enterprises to post the statutory maximum reclamation bond (the Bond) in the amount of \$10,000.00 (82-4-305(3), MCA);

WHEREAS, On March 29, 2007, the Small Miner changed from Ecosafe Gold Recovery, LLC., to Ballard Enterprises;

WHEREAS, On June 22, 2011, the Small Miner changed from Ballard Enterprises to Placer Mine Development, LLC.;

WHEREAS, On June 27, 2011, the Small Miner changed from Placer Mine Development, LLC., to JM Safe Haven, LLC., primary agent Wesley Blum;

WHEREAS, On May 16, 2013, the Small Miner changed from JM Safe Haven, LLC., to Placer Mine Development, LLC., primary agent Al Ballard;

WHEREAS, DEQ sent Al Ballard's legal counsel a letter on October 15, 2018, revoking SMES No.

05-205 and forfeiting the reclamation bond based upon Placer Mine Development, LLC's failure to reclaim the Site;

WHEREAS, DEQ forfeited the Bond in the amount of \$10,000.00 (the Bond Funds) as a consequence of Placer Mine Development, LLC's non-compliance with the MMRA, rules promulgated thereunder, and the Agreement;

WHEREAS, reclamation remains to be completed at the Site as of the date of this MOA;

WHEREAS, the principal policy underlying the MMRA is to "establish, on a continuing basis, the vegetative cover, soil stability, water condition, and safety condition appropriate to any proposed subsequent use of the area." Section 82-4-302(2), MCA;

WHEREAS, the Lewis and Clark County Water Protection District seeks to conduct the Grizzly Gulch Placer Mine Reclamation Project because historic and recent mining activities have obliterated Grizzly Creek and disturbed four acres of floodplain. Materials have been displaced, and the site contains several deep open pits and unstable embankments that have disrupted the surface water and groundwater flows through Grizzly Gulch, creating unsafe conditions for the public along Grizzly Gulch Drive. The overarching goal of this project is to reclaim Grizzly Creek to a functional stream and floodplain and to improve the safety for the public that uses Grizzly Gulch Drive in accordance with the standards of Montana's MMRA, Section 82-4-301, et seq., MCA. Currently, the site conditions impact water quality through erosion of steep, exposed soils and increased sedimentation, in addition to increased water temperature from the large surface area of standing waters. The County proposes to reclaim the mine site by establishing a functional floodplain slope to restore natural surface and groundwater flows.

NOW, THEREFORE, the parties to this MOA, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

A. The County shall:

1. Conduct and complete the reclamation work ("Work") as required herein and defined in Attachment A Scope of Work (SOW).
2. Allow representatives of DEQ access to the Site to inspect the Work, including but not limited to, the DEQ-required inspections described in the SOW.
3. Submit to DEQ, upon DEQ's acceptance of the Work, an invoice requesting reimbursement from the Bond using the Invoice included with the SOW.
4. The County hereby agrees to forever defend, hold harmless, and indemnify the State of Montana, DEQ, its Agents, Employees, and Representatives from any and all claims, causes of action at law or in equity, including administrative civil claims, and penalties, arising out of or in any way proximately caused by the County's negligent performance of work upon the above-described real property.

B. DEQ shall:

1. Upon receipt of notice from the County of completion of the work, at its earliest opportunity thereafter, inspect the work and determine acceptability. Inspection time(s) shall be based on staff availability; however, it will not be unduly delayed. If the site inspection reveals the Work was not completed per the defined Scope of Work, DEQ will send the County an Inspection Report detailing what work must be completed before payment will be made.
2. Within 30 days of receipt of the invoice, reimburse the County up to \$10,000 for the Work. In any event, the total of DEQ's payments to Lewis and Clark County shall not

cumulatively exceed \$10,000 under this Memorandum of Agreement.

C. Discrimination: DEQ does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible. DEQ shall comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subcontracting necessary as a result of this MOA must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under a subsequent contract.

D. Modifications And Integration: The parties may modify this MOA by mutual consent at any time during the term of this MOA. Such modification shall be written and numbered and become part of this MOA upon signature by duly authorized representatives of the County, and DEQ. This instrument contains the entire MOA between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in this written MOA, are valid or binding, and this MOA may not be enlarged, modified or altered except as provided herein.

E. Liaisons: The County liaison to DEQ for purposes of this Agreement is Jennifer McBroom or their successor (phone: 406-457-8584; jmcroom@lccountymt.gov. DEQ's liaison to the County for purposes of this Agreement is Mark Odegard (phone: 406-444-4330, Mark.Odegard@mt.gov).

F. Successors And Assigns: This MOA is binding on all successors and permitted assigns of DEQ and County, including successors in interest.

G. Recording: The County shall, at its sole expense, cause a copy of this MOA to be filed in the land records of Lewis and Clark County, Montana, and indexed to the Property.

H. Termination: This MOA shall continue in full force and effect and govern all transactions between the parties until the Work is accomplished. In the event of the County's material breach of this MOA, however, DEQ reserves the right to terminate this MOA upon written notice by certified mail or personal service.

I. Montana Law And Venue: The laws of the State of Montana govern this MOA. The parties agree that any litigation concerning this MOA must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and the parties' consent to personal jurisdiction, subject matter jurisdiction, and venue in that court. In the event of litigation concerning this MOA, each party shall pay its own costs and attorney fees.

J. Execution: This MOA consists of four (4) numbered pages and any Attachments. The originals are to be retained by DEQ's Office of Financial Services and by the County. This MOA may be executed in counterparts and shall be deemed to be an original for all purposes; and all such counterparts together shall constitute one and the same instrument. As between the County and DEQ, any signature hereto delivered by either party hereto by facsimile or other electronic transmission (including scanned documents delivered by email) shall be deemed an original hereto. To express the parties' intent to be bound by the terms of this MOA, they have executed this document on the dates set out below.

LEWIS AND CLARK COUNTY

DATE

Candace Payne, Chair
Board of County Commissioners
Lewis and Clark County

ATTEST:

Amy Reeves, Clerk and Recorder

(Seal)

MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY

DATE

Rebecca Gregg, DEQ Procurement Officer

As to Form:

1/23/2025

DATE

/s/ Samuel J. King

Sam King, DEQ Legal Counsel

Attachment A

Reclamation Scope of Work

Construction and Implementation

The Construction and Implementation phase of the reclamation project, on which the \$10,000 of DEQ funds will be spent, is anticipated to take approximately 131 days to complete. Project timelines and estimated durations include;

Task Name	Start Date	End Date	Duration (Days)
Notice to Proceed and Mobilization	2/17/2025	2/21/2025	5
Construction Staking	2/24/2025	2/27/2025	4
Construction Implementation	2/17/2025	6/27/2025	131
Punchlist and Final Pay Application	6/9/2025	6/20/2025	12
Construction Closeout and Demobilization	6/23/2025	6/27/2025	5

DEQ Inspection

Reclamation work shall be completed as soon as weather and ground conditions allow.

- Upon completion of reclamation work, the County shall contact:

Mark Odegard, Reclamation Specialist
Field Services & Technology Section
Mining Bureau
Department of Environmental Quality
P.O. Box 200901
Helena, MT 59620-0901
(406) 444-4330 or e-mail: mark.odegard@mt.gov

Lewis and Clark County

DATE

Candace Payne, Chair
Board of County Commissioners
Lewis and Clark County

LEWIS AND CLARK COUNTY
Water Quality Protection District
316 North Park Ave, Room 230
HELENA, MT 59623
Email: jmcbbroom@lccountymt.gov
Phone: (406) 457-8584

INVOICE
#XXX

To:
Department of Environmental Quality
Attention: Hard Rock Mining Section
P.O. Box 200901
Helena, MT 59620
Phone: 406-444-4970

Comments or special instructions:
Ballard Enterprises forfeited bond for Small Miner Exclusion Statement #05-205
Reclamation Work for at Grizzly Gulch Site: Completion MOA

<i>DESCRIPTION</i>	<i>TOTAL</i>
Completion Costs	\$10,000.00
<i>TOTAL DUE</i>	\$10,000.00

LEWIS AND CLARK COUNTY

DATE

Candace Payne, Chair
Board of County Commissioners
Lewis and Clark County

Disclaimer:

Lewis and Clark County, pursuant to the Memorandum of Agreement between Lewis and Clark County and the Montana Department of Environmental Quality (the "MOA"), in consideration of the remuneration received for Lewis and Clark County conducting and completing reclamation work described in the MOA-Attachment A, himself, the sufficiency of which is hereby stipulated and agreed to, does hereby for himself, his heirs, executors, successors, administrators, agents, and assigns, release and forever discharge DEQ and the State of Montana from all claims of damages, demands, and any actions, causes of action, or suites of any kind whatsoever, at law or in equity, known or unknown, in any matter arising out of the work described in the MOA-Attachment A.

3. PROJECT BUDGET SUMMARY FORM

The Project Budget Summary form presents the different cost components and sources for the project and is shown in Table 5-2.

Table 5-2. Project Budget Summary Form.

Project Budget Summary Form					
Category	RDGP Grant	Lewis and Clark County Water Quality Protection District	Montana Department of Environmental Quality	Landowner	Total
Administrative Costs					
Personnel Cost	\$ 19,500.00	-	-	\$ 3,000.00	\$ 22,500.00
Office Supplies, Office Costs and Communications	\$ 1,500.00	-	-	-	\$ 1,500.00
Travel	\$ 2,200.00	-	-	-	\$ 2,200.00
Rent and Utilities	-	-	-	-	\$ -
Equipment	-	-	-	-	\$ -
Reporting	\$ 5,820.00	-	-	-	\$ 5,820.00
Total Administrative Costs	\$ 29,020.00	-	-	\$ 3,000.00	\$ 32,020.00
Activity Costs					
Task 1: (See Admin Costs above)	-	-	-	-	-
Task 2: Project Permitting	\$ 8,200.00	\$ 12,300.00	-	-	\$ 20,500.00
Task 3: Construction Management	\$ 24,840.00	-	-	-	\$ 24,840.00
Task 4: Construction Implementation	\$ 230,550.22	-	\$ 10,000.00	\$ 8,724.62	\$ 249,274.84
Task 5: Monitoring	-	\$ 5,040.00	-	-	\$ 5,040.00
Total Activity Costs	\$ 263,590.22	\$ 17,340.00	\$ 10,000.00	\$ 8,724.62	\$ 299,654.84
Total Project Costs					
Total Project Costs	\$ 292,610.22	\$ 17,340.00	\$ 10,000.00	\$ 11,724.62	\$ 331,674.84



Contract Between Lewis and Clark County and RESPEC Company, LLC. (Jennifer McBroom)

Presented By:

Summary:

The Commissioners will consider the contract with RESPEC Company, LLC in the amount of \$20,628.50 for design and construction management services for the Grizzly Gulch Placer Mine Reclamation Project. The contract period is from January 1, 2025 through December 31, 2025.

Legal Review Required:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Staff Memo	Attachment
<input type="checkbox"/> RESPEC Contract Cover Sheet_2025	Contract
<input type="checkbox"/> RESPEC Contract_2025	Contract



**Water Quality
Protection District**
LEWIS AND CLARK COUNTY, MT



1930 9th Avenue, Helena, MT 59601
(406) 457-8584

MEMO

To: Board of County Commissioners
From: Jennifer McBroom, WQPD Supervisor
Date: March 3, 2025
RE: Renewed Contract between Lewis and Clark County and RESPEC Company, LLC
regarding the Grizzly Gulch Project

Please see attached renewed contract between Lewis and Clark County and RESPEC Company, LLC, referred to as consultant, regarding the Grizzly Gulch Placer Mine Reclamation Project.

Under this contract, the consultant will continue to complete and perform the scope of services that is laid out in Exhibit A. This renewed agreement includes additional services to complete the reclamation work associated with the Grizzly Gulch Placer Mine such as:

1. Design Updates and Plan coordination
2. Technical Oversight and Field Inspections
3. Construction Management Services

The amount of the contract is \$20,628.00 with the Schedule of Billings Rates outlined in Exhibit B. The contract will end December 31, 2025. Exhibit C is stating the Consultant will comply with all applicable laws.

Extending Continued Services: The Department of Natural Resources and Conservation (DNRC) grant funding the implementation of the project was prepared in 2019. Construction costs serving as the basis for the grant have increased significantly compared to current values due to inflation. Since the grant budget was not flexible, Consultant worked to value engineering the project, to ensure the conditions of the grant could be fulfilled with the available funding. Consultant prepared an updated construction cost estimate and developed bid alternates to allow the county to prioritize contracted bid items that fit the budget and strategize alternative methods to those remaining. The process involved a collaborative effort with the landowner, the county, and DNRC to determine preferences and priorities. This increased coordination included additional meetings, discussions, and adjustments to the project plans to balance the project's objectives with the available resources and external economic factors. This unforeseen circumstance required the Consultant to focus additional effort on the development of the bid



**Water Quality
Protection District**
LEWIS AND CLARK COUNTY, MT



1930 9th Avenue, Helena, MT 59601
(406) 457-8584

package and contract documents, the construction bidding process, and contractor selection and contracting which has ultimately delayed the start of the project and requiring an extension.

Staff recommends approval.



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:

Drenda Niemann

Elected Official/Department Director

Date

2/14/25

Casey Hayes

Purchasing Officer or Designee

Date

2/14/25

Frank J. ...
Finance Officer or Designee

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:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES** **NO**

This should be Section 12

 - 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), 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, 406-447-8383, City-County Building, Room 225

Signature:



Grants Administrator or Designee

2/14/2025

Date

Administrative Use Only

Date of debarment/suspension check in SAM N/A

Passed: YES NO

FFATA Reporting Needed? YES NO X

Reporting Period:

LEWIS AND CLARK COUNTY PROFESSIONAL SERVICES CONTRACT

This Contract is entered into by and between Lewis and Clark County, Montana, herein referred to as "COUNTY", and RESPEC Company, LLC, herein referred to as "CONSULTANT", whose address is 800 North Last Chance Gulch, Suite 101, Helena, Montana 59601, phone number is (406) 599-2287, and Federal Employee Identification Number is 46-0315848.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONSULTANT agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as **Exhibit A**.
2. INDEPENDENT CONTRACTOR: COUNTY hereby employs CONSULTANT as an independent contractor to complete and perform the scope of services. It is understood by the parties hereto that the CONSULTANT is an independent CONSULTANT and that neither its principals nor its employees, if any, are employees of COUNTY for purposes of tax, retirement system, or social security (FICA) withholding. COUNTY shall not have control over the performance of this Contract by CONSULTANT or its employees, except to specify the time and place of performance. COUNTY shall not be responsible for security or protection of CONSULTANT'S supplies or equipment.
3. WARRANTY: CONSULTANT warrants that all services shall be performed in a professional manner. CONSULTANT acknowledges that it shall 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 CONSULTANT is Jennifer McBroom, Water Quality Protection District Supervisor or their designee. CONSULTANT's designated liaison with COUNTY is Matthew Johnson.
5. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONSULTANT shall commence work upon approval of this Contract by both parties and shall complete the described work by December 31, 2025.
6. COMPENSATION: For the satisfactory completion of the scope services, COUNTY shall pay CONSULTANT time and materials for a total sum not to exceed Twenty thousand six hundred twenty-eight dollars and fifty cents (\$20,628.50). CONSULTANT shall submit monthly invoices to COUNTY based on **Exhibit B**, Schedule of Billing Rates. The COUNTY shall pay invoices within 30 days of invoice date.
7. CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no interest and shall 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. CONSULTANT further covenants that in performing this Contract it shall 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. CONSULTANT 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 shall 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 CONSULTANT pursuant to this Contract are the property of 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 CONSULTANT for the specific purpose intended shall be at COUNTY's sole risk and without liability or legal exposure to 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 COUNTY.
10. INDEMNIFICATION: CONSULTANT 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 CONSULTANT's performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONSULTANT shall indemnify, hold harmless, and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONSULTANT's negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of COUNTY or its officers, agents or employees.
11. INSURANCE: CONSULTANT 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. CONSULTANT also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to COUNTY prior to commencing work under this Contract. COUNTY must be listed as an additional insured on the general liability insurance certificate for this Contract.
12. COMPLIANCE WITH LAWS: CONSULTANT shall comply with applicable federal, state, and local laws, rules and regulations. CONSULTANT or subcontractors doing work on this project shall be required to obtain registration with the Montana Secretary of State's Office and the Montana Department of Labor and Industry. CONSULTANT is responsible for obtaining any and all permits required to perform the Contract. CONTRACTOR shall also comply with the applicable laws, rules, and regulations provided in **Exhibit C** of this agreement.
13. NONDISCRIMINATION: CONSULTANT shall 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. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: Performance of this Contract is in Lewis and Clark County, 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 shall be construed under and governed by the laws of the State of Montana.
15. 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.
16. FAILURE TO PERFORM: Upon any material default or substantial failure to perform this Contract by either party, the other party shall be entitled to the following remedy:
 - a. Stop performing or accepting performance of the work until the matter is resolved;
 - b. Within a reasonable time of discovery of the defect or failure to perform, provide the other party with a written description of the defect or failure, and:
 - i. If the defect or failure to perform can be cured, demand specific remedial action within a reasonable time certain; or
 - ii. If the defect or failure to perform cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a time within which the alternative performance shall be required; or
 - iii. If the defect or failure to perform cannot be cured and no reasonable alternative performance is acceptable, notify the other party of the termination of the Contract as of a date certain and state therein whether an action for breach of the Contract will be brought.
 - iv. Where appropriate, obtain completion of the performance of the remaining balance of the Contract within the original party.
 - c. If the defect or failure to perform is not corrected or alternative performance completed within the time certain specified, the party alleging breach may initiate an action in the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. If an action is brought, the prevailing party shall be entitled to attorney's fees as well as other costs of suit.
17. TERMINATION: Either party may terminate this Contract upon thirty (30) days written notice to the other party. If this Contract is terminated prior to completion, COUNTY shall pay CONSULTANT for completed and accepted work within thirty (30) days of termination. CONSULTANT shall not be entitled to payment for incomplete or unacceptable work.

COUNTY:

CONSULTANT:

Date: _____

Date: 2/18/25

Candace Payne, Chair
Board of County Commissioners
Lewis and Clark County

Matthew Johnson
Program Manager
RESPEC Company, LLC

ATTEST:

State of Montana
County of Lewis & Clark

Amy Reeves, Clerk and Recorder

This instrument was acknowledged before me
on February 18, 2025 (date)
by Matthew Johnson as Program Manager
Within the Company of RESPEC Company,
LLC.

(Seal)

Signature of Notarial Officer

(Seal)

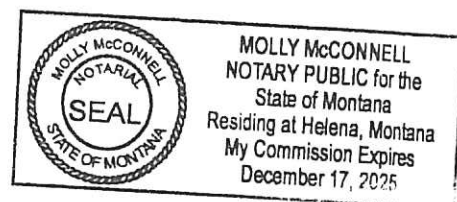


EXHIBIT A

Scope of Services

The original 2023 contract with RESPEC (Consultant) included tasks for project permitting and construction management. This renewed agreement recognizes previous work conducted by Consultant but includes description of additional proposed tasks not anticipated in the original scope.

Construction costs serving as the basis for the DNRC 2019 grant have increased significantly compared to current values due to inflation. Consultant has prepared an updated construction cost estimate and developed bid alternates to allow the county to prioritize contracted bid times that fit the budget and strategize alternative methods to those remaining.

Previous work with the Grizzly Gulch Project required Consultant to focus additional effort on the development of the bid package and contract documents, the construction bidding process, and contractor selection and contracting. This increased coordination included additional meetings, discussions, and adjustments to the project plans to balance the project's objectives with the available resources and external economic factors leaving Consultant to adjust the design.

Under this agreement, consultant is contracting for design and construction management services. These services include:

1. Design Updates and Plan Coordination
2. Technical Oversight and Field Inspections
3. Construction Management Services:
 - a. Finalize contract documents, collect bonds, execute contract agreement, hold a preconstruction meeting.
 - b. Respond to Requests for Information (RFIs), review and approve submittals, review and approve pay applications, draft and finalize change orders.
 - c. Issue certificate of substantial completion, develop the construction punch list, review and approve the final pay application and assist in contract closeout documentation.

EXHIBIT B

Schedule of Billing Rates

For services remaining to be performed under the original contract and additional services, as described in Exhibit A, Consultant shall provide invoices not to exceed the Renewal Amount under the categories of the Construction Management table established below.

Task	Original Contract Amount For Task	Expended Under Original Contract	Added Amount	Renewal Amount
Construction Management	\$24,840.00	-\$21,112.50	\$16,901.00	\$20,628.50*
* Funds include \$3,727.50 that was unexpended from the original contract and a negotiated increase of fees with the Consultant of \$16,901.00.				

CONSTRUCTION MANAGEMENT	Amount
Design Updates and Project Coordination	\$6,480.00
Technical Oversight and Field Inspections	\$10,800.00
Construction Management Services: Finalize contract documents, collect bonds, execute contract agreement, conduct a preconstruction meeting, respond to Requests for Information (RFIs), review and approve submittals, review and approve pay applications, draft and finalize change orders, issue certificate of substantial completion, develop the construction punch list, review and approve the final pay application and assist in contract closeout documentation	\$3,348.50
TOTAL	\$20,628.50

EXHIBIT C

COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state and local law, statutes, rules and regulations and the following:

1. It shall be the Consultant's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the project or required to be obtained by the time of completion of the project to be eligible for reimbursement funds under this Agreement. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§ 85-2-302(1), MCA), Change in Appropriation Right Authorization (§ 85-2-402 (1)(a),MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.

2. Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Consultant entering into this Agreement, shall not be taken to imply that any required permits or authorization issued by the Department of Natural Resources and Conservation (DNRC) or other state, federal, or local agency will be approved. The DNRC may review any procurement solicitations that Consultant issues. The DNRC's review and comments will not constitute an approval of the solicitation. Regardless of the DNRC's review, the Consultant remains bound by all applicable laws, regulations, and Contract terms. If during its review the DNRC identifies any deficiencies, then the Department shall communicate those deficiencies to the Consultant within seven business days.

Consultant shall comply with applicable state prevailing wage laws (§ 18-2-401 to 432, MCA).

3. It shall be the Consultant's responsibility to comply with MEPA (Title 75, Chapter 1 MCA; 36-2-503 ARM); and provide all required information requested by the DNRC related to any required MEPA decision.



Subdivision Improvements Agreement Extension Request for Amended Plat of Lot 4P-A of The First Amendment of Heron Creek Subdivision Phases 1, 2, & 3, otherwise known as the Heron Creek Major Subdivision, Phases 4, 5, and 6. (Applicant: Sussex Development, Inc.) (Planner: Greg McNally)

Presented By:

Summary:

The Commissioners will consider extending the Subdivision Improvements Agreement for the Heron Creek Subdivision, Phases 4-6. The Subdivision is located south of and adjacent to Kier Lane and east of and adjacent to Eames Lane.

Legal Review Required:

ATTACHMENTS:

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



Community Development and Planning
Lewis and Clark County

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



STAFF REPORT

Date: February 26, 2025

To: Board of County Commissioners

From: Greg McNally, Director

**RE: Subdivision Improvements Agreement Extension Request,
Amended Plat of Lot 4P-A of The First Amendment of Heron Creek
Subdivision Phases 1, 2, & 3, otherwise known as the Heron Creek
Major Subdivision, Phases 4, 5, and 6, SUBD2025-009**

OWNER/APPLICANT:

Ron Bartsch, Sussex Development, Inc.
3060 Cabernet Dr., Suite 4
Helena, MT 59601

County Commission Meeting:

March 4, 2025 --- 9:00 a.m.

I. EXECUTIVE SUMMARY:

The Applicant has requested an extension of the Subdivision Improvements Agreement for Phases 4, 5, and 6 of the Heron Creek project as noted above. Phases 4-6 of the Subdivision were approved, and recorded with the Clerk and Recorder on February 15, 2022. The approval included a Subdivision Improvements Agreement (SIA) which guaranteed the expansion of the public wastewater treatment system and the application of a chip seal/asphalt seal coat to the internal roads. The application of the chip seal/asphalt seal coat is complete. The public wastewater treatment improvements remain incomplete.

II. REQUEST:

Approval of the Subdivision Improvements Agreement extension.

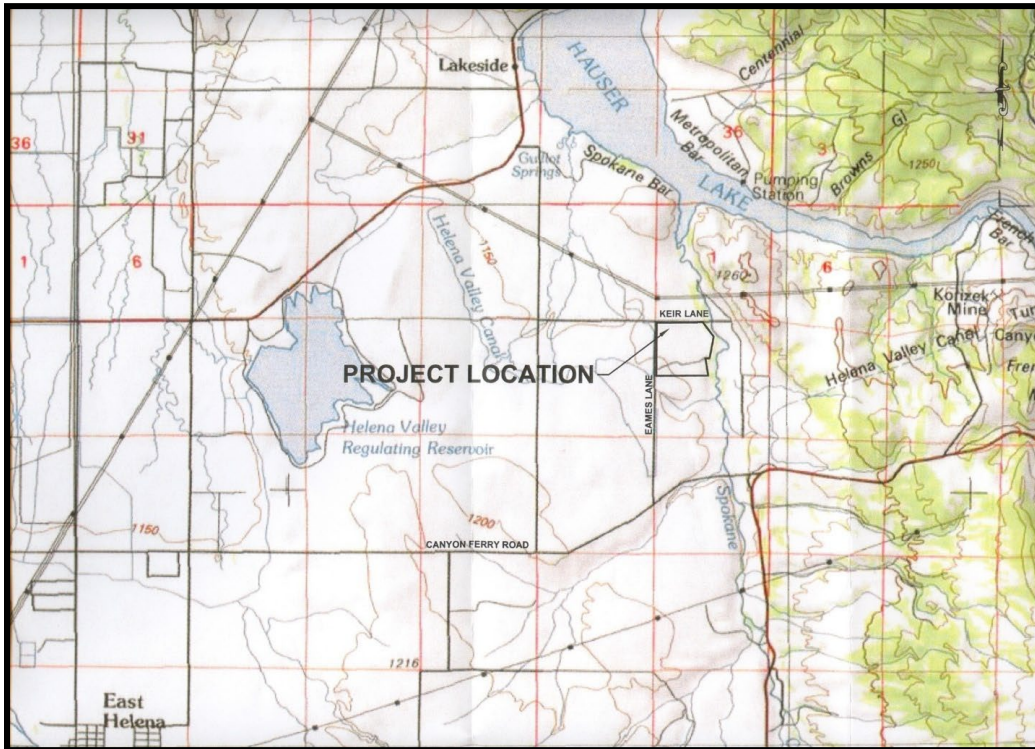
III. RECOMMENDED BOARD ACTION:

APPROVAL of the Subdivision Improvements Agreement Extension Request for the Amended Plat of Lot 4P-A of The First Amendment of Heron Creek Subdivision Phases 1, 2, & 3, otherwise known as the Heron Creek Major Subdivision, Phases 4, 5, and 6, SUBD2025-009.

IV. LOCATION

The property is located east of and adjacent to Eames Lane and south of and adjacent to Keir Lane, as shown on the vicinity map below. Further, the property can be described as lying in

the northwest 1/4 of Section 12 Township 10 North, Range 02 West, P.M.M., Lewis and Clark County, Montana.



V. BACKGROUND:

Phases 4-6 of this Subdivision included 48 lots, each for one single-family dwelling. Final plat approval included an SIA which guaranteed the expansion of the public wastewater treatment system and the application of a chip-seal/asphalt seal coat to the internal roads which is now complete.

VI. STAFF ANALYSIS:

The Applicant has not been able to complete the wastewater improvements in a timely manner and therefore has requested an extension of the SIA. The Applicant has indicated that wastewater demand has not reached capacity and that the treatment system will be expanded when wastewater flows are high enough. The application of the chip-seal surface is complete. If approved, the SIA would be extended until February 8, 2026.

Included with the Applicant's extension request is updated cost estimates prepared and certified by Ryan Casne, P.E. and a letter of credit in the amount of 125 percent of the estimated costs (\$574,137.50). These documents are included in Exhibit B and Exhibit C of the attached SIA. The letter of credit provided expires on March 8, 2026.

VII. ATTACHMENTS

1. Extension Request Application
2. Subdivision Improvements Agreement



Lewis and Clark County

Community Development and Planning

EXTENSION REQUEST APPLICATION

RECEIVED

FEB 07 2025

LEWIS & CLARK COUNTY
Community Development & Planning

City-County Building 316 North Park Avenue P.O. Box 1725 Helena, Montana 59624 (406) 447-0371

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

1. Subdivision Name: Heron Creek Phases 4-6
2. Applicant: Sussex Const. & Devel. Phone: (day) 495-9663 (cell) 406-461-9663
Mailing Address: 3051 Cabernet Dr #5 Helena, MT 59601
3. Date Preliminary Approval was Granted: N/A
4. Date Subdivision was Filed with the Clerk and Recorder (if applicable): Feb 15th 2022
5. Have extensions for this subdivision been granted previously? (check one) YES ☒ NO ☐
If YES, indicate date(s) of previous extension(s):
3/7/2023
2/29/2024

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

The public wastewater treatment system is 67% complete and the current SIA provides a Financial guarantee to fund completion of the system. Heron Creek is approximately 70% built-out and current wastewater flow volume (gallons/day) do not yet justify expansion/completion of the wastewater treatment system.

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

March 2027

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

Signed:

Applicant

For Ron Bartsch

Date

2/6/2025

Extension Request Application: February 2011

**SUBDIVISION IMPROVEMENTS AGREEMENT
FOR THE AMENDED PLAT OF LOT 4P-A OF THE FIRST AMENDMENT OF HERON CREEK
SUBDIVISION PHASES 1, 2, & 3, DOCUMENT NUMBER 3364902, (BEING AN AMENDED
PLAT OF LOT A-1A OF THE H.W. SMITH MINOR SUBDIVISION) RECORDS OF LEWIS AND
CLARK COUNTY, MONTANA TO BE KNOWN AS HERON CREEK SUBDIVISION PHASES 4,
5, AND 6**

The parties to this Agreement ("Agreement") are Sussex Development Inc. ("the Developer") and Lewis and Clark County ("the County").

The Developer seeks permission to defer construction of certain improvements for the Amended Plat of Lot 4P-A of the First Amendment of Heron Creek Subdivision Phases 1, 2, & 3, Document Number 3364902, (Being an Amended Plat of lot A-1A of the H.W. Smith Minor Subdivision) Records of Lewis and Clark County, Montana to be known as Heron Creek Subdivision phases 4, 5, and 6 (the Subdivision) until after approval of the final plat, pursuant to Mont. Code Ann. § 76-3-507, and to provide a bond or other reasonable security insuring the construction of those improvements.

The parties, in consideration of the mutual promises, covenants, and obligations contained herein, which are authorized by State law and the County's Subdivision Regulations, hereby agree:

1. Effective Date: The effective date of this Agreement is the date final subdivision plat approval is granted by the County.
2. Description: The tract the Developer seeks to subdivide is located in Lewis and Clark County, more particularly described in Exhibit "A", attached as part of this agreement.
3. Required Improvements, Standards, Specifications and Estimated Costs:

(A) The Developer must construct and install, to standards and specifications required by law and regulations, at the Developer's own expense, the improvements set forth in Exhibit "B", attached as part of this agreement.

(B) The Developer's obligation to complete the improvements arises upon final subdivision plat approval, is not conditioned upon the commencement of construction of the subdivision or the sale of any lots or improvements within the subdivision, and is independent of any County obligation contained in this Agreement.

4. Commencement and Completion Periods: The Developer must complete all of the required improvements prior to February 8, 2026.

5. Security: The Developer must provide an enforceable form of security insuring construction of the required improvements. The document attached as Exhibit "C" insures the construction of improvements required under this Agreement. The security may not expire prior to March 8, 2026. The amount of the security is \$574,137.50. If the commission approves a multi-year Subdivision Improvements Agreement (SIA), consecutive bonds or other reasonable forms of security may be approved to insure construction of the improvements. In a multi-year SIA, default occurs when the Developer fails to provide a new form of security fifteen (15) days prior to the expiration of the existing security; upon such default the County may take the existing security.

6. Compliance with Law: The Developer must comply with all relevant laws, ordinances, regulations, and requirements in effect on the effective date of this Agreement.

7. Inspection and Certification:

(A) The County will review the completed improvements within fourteen (14) days after written notice by the Developer that the improvements are complete. Prior to requesting County review of any improvement, the Developer must present to the County:

(1) the written consent of any and all lienholders or claimants of record against the tract,

(2) the written consent of the owners of the tract, if other than the Developer, and

(3) an acknowledged and notarized certification by the project engineer employed by the Developer that the improvements meet standards and specifications required by law, regulations, and this Agreement.

(B) If the County is satisfied with the improvements, the County will provide the Developer with a written notice of acceptance.

(C) Acceptance by the County does not constitute a waiver of the County's right to transfer the Developer's security to the County or to pursue other measures against the Developer in the event defects in, or failure of, any improvements are found following the notice of acceptance. Notice of acceptance does not constitute any assumption of liability on the part of the County.

8. Warranty: The Developer warrants for a period of one (1) year that each and every improvement is free from defect. The one (1) year period does not begin until the final improvement has been accepted, in writing, by the County.

9. Notice of Defect: Whenever the County seeks to enforce the warranty for defects in any improvement, the County must first provide written notice to the Developer. The Developer has thirty (30) days from the date of the notice either to remedy the defect or enter into an agreement with the County. The County may not declare a default during the 30-day remedy period.

10. Use of Proceeds: The County may use the security only to complete the improvements or to correct defects in the improvements.

11. Events Constituting Default: The following constitute default by the Developer:

- (A) Failing to complete the improvements prior to February 8, 2026;
- (B) Failing to remedy a defective improvement within the 30-day remedy period;
- (C) Declaring insolvency or filing a petition for bankruptcy;
- (D) Conveying the property in lieu of foreclosure;
- (E) Failing to redeem a foreclosure on the property;
- (F) Failing to provide an enforceable bond or other reasonable form of security;

12. County's Rights upon Default:

- (A) Upon default, the County may do any one or any combination of the following:
 - (1) Draw on the security up to the face amount of the improvements;
 - (2) Pursue legal action requiring the Developer to complete the improvements or to pay the costs of completing the improvements;
 - (3) Pursue any other remedies recognized by law.

(B) The County may complete, draw upon security for, and pursue legal action for all unfinished improvements existing at the time of default.

13. Measure of Damages: The measure of damages for default under this Agreement is the cost of completing the improvements. The estimated cost of the improvements as specified in Section 3 shall be prima facie evidence of the minimum cost of completion. However, neither that amount nor the amount of the security establishes the maximum amount of the Developer's liability. The Developer is liable for the costs of completing the improvements in their entirety, regardless of whether the County draws on the security or not.

14. Indemnification: The Developer agrees to indemnify and hold the County harmless for and against all claims, costs, and liability of every kind and nature. The Developer is not an employee or an agent of the County.

15. Amendment or Modification: The Improvements, Standards and Specifications required by this Agreement (as described in Exhibit "B") may be amended or modified only with the approval of the Board of County Commissioners (Commission) after (1) an application for modification is submitted by the Developer to the Community Development and Planning Department, (2) all affected landowners are notified of the proposed amendment/modification and of the time and place of a public hearing on the request, and (3) the public hearing takes place. Other terms or provisions in this agreement not involving Improvements, Standards and Specifications as set forth in Exhibit "B" may be amended or modified by mutual agreement of the Commission and the Developer only after such proposed amendment/modification is discussed during the Commission's regularly scheduled public meeting.

16. Attorney's Fees: Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, will 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 will bear its own costs in their entirety.

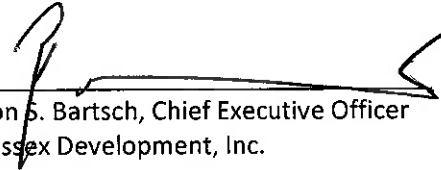
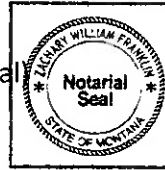
17. Third Party Rights: A person or entity not a party to this Agreement has no right of action under this Agreement. This Agreement is not intended for the benefit of contractors, suppliers, laborers, or others providing work, services, or materials. This Agreement is not intended for the benefit of purchasers of lots.

18. Scope: This Agreement constitutes the entire agreement between the parties. Any statement, promise, or inducement not contained in this Agreement is binding on the parties.

19. Assigns: The benefits of this Agreement to the Developer may not be assigned without the express written approval of the County. Such approval may not be withheld unreasonably, but any unapproved assignment is void.

20. Successor Liability: Except as otherwise herein provided, this Agreement is binding upon the heirs, successors, personal representatives, administrators, and assigns of the parties hereto.

21. Severability: If any part, term, or provision of this Agreement is held by a court of law to be illegal, the illegality does not affect the validity of any other part, term, or provision, and the remaining rights of the parties will be construed as if the illegal part, term, or provision was never part of the Agreement.

<p>Date: _____</p>	<p>Date: <u>Feb, 25, 2025</u></p>
<p>Candace Payne, Chair Board of County Commissioners Lewis and Clark County</p>	<p> Ron S. Bartsch, Chief Executive Officer Sussex Development, Inc.</p>
<p>ATTEST:</p>	<p>State of Montana County of <u>Lewis & Clark</u></p>
<p>Amy Reeves, Clerk and Recorder</p>	<p>This instrument was acknowledged before me on <u>2/25/25</u> by</p>
<p>(Seal)</p>	<p><u>Ronald S. Bartsch</u> <u>Zachary William Franklin</u> (Signature of notarial officer)</p>
<p></p>	<p>(Seal)  ZACHARY WILLIAM FRANKLIN Notary Public for the State of Montana Residing at Helena, MT My Commission Expires September 15, 2025</p>

EXHIBITS: A, B, and

EXHIBIT A

AMENDED PLAT OF LOT 4-A OF THE FIRST AMENDMENT OF HERON CREEK SUBDIVISION PHASES 1, 2 & 3, DOCUMENT NUMBER 3364802.

(Being an amended plat of Lot 4-A of the H. W. Smith Minor Subdivision)
RECORDS OF LEWIS AND CLARK COUNTY, MONTANA

HERON CREEK SUBDIVISION PHASES 1, 2 & 3

SHEET PROPERTY

CERTIFICATE OF SUBDIVISION

County of Lewis and Clark

I, James H. Smith, Clerk of said County, do hereby certify that the foregoing is a true and correct copy of the original plat of Lot 4-A of the First Amendment of Heron Creek Subdivision Phases 1, 2 & 3, as the same appears in the records of said County.

Witness my hand and the seal of said County at Helena, Montana, this 10th day of June, 1922.

James H. Smith
Clerk of Lewis and Clark County, Montana

CERTIFICATE OF EXAMINE LAND SURVEYOR

Read and examined the plat of Lot 4-A of the First Amendment of Heron Creek Subdivision Phases 1, 2 & 3, as the same appears in the records of said County, and finding the same to be correct and conforming to the laws of Montana, I hereby certify that the same is a true and correct copy of the original plat of said Lot 4-A.

Witness my hand and the seal of said County at Helena, Montana, this 10th day of June, 1922.

James H. Smith
Clerk of Lewis and Clark County, Montana

CERTIFICATE OF COUNTY TREASURER

I hereby certify that the sum of Five Dollars (\$5.00) has been received from the owner of the above described land, and the same has been paid into the treasury of said County, and the same has been used for the purpose of paying the taxes on said land.

Witness my hand and the seal of said County at Helena, Montana, this 10th day of June, 1922.

James H. Smith
Clerk of Lewis and Clark County, Montana

CERTIFICATE OF FINAL PLAT APPROVAL

I hereby certify that the foregoing is a true and correct copy of the original plat of Lot 4-A of the First Amendment of Heron Creek Subdivision Phases 1, 2 & 3, as the same appears in the records of said County, and the same has been approved by the Board of Commissioners of said County.

Witness my hand and the seal of said County at Helena, Montana, this 10th day of June, 1922.

James H. Smith
Clerk of Lewis and Clark County, Montana

REMARKS

The above described land is situated in the County of Lewis and Clark, State of Montana, and is bounded by the following:

North by the line of the First Amendment of Heron Creek Subdivision Phases 1, 2 & 3, as the same appears in the records of said County.

South by the line of the First Amendment of Heron Creek Subdivision Phases 1, 2 & 3, as the same appears in the records of said County.

East by the line of the First Amendment of Heron Creek Subdivision Phases 1, 2 & 3, as the same appears in the records of said County.

West by the line of the First Amendment of Heron Creek Subdivision Phases 1, 2 & 3, as the same appears in the records of said County.

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East by the line of the First Amendment of Heron Creek Subdivision Phases 1, 2 & 3, as the same appears in the records of said County.

West by the line of the First Amendment of Heron Creek Subdivision Phases 1, 2 & 3, as the same appears in the records of said County.

REMARKS

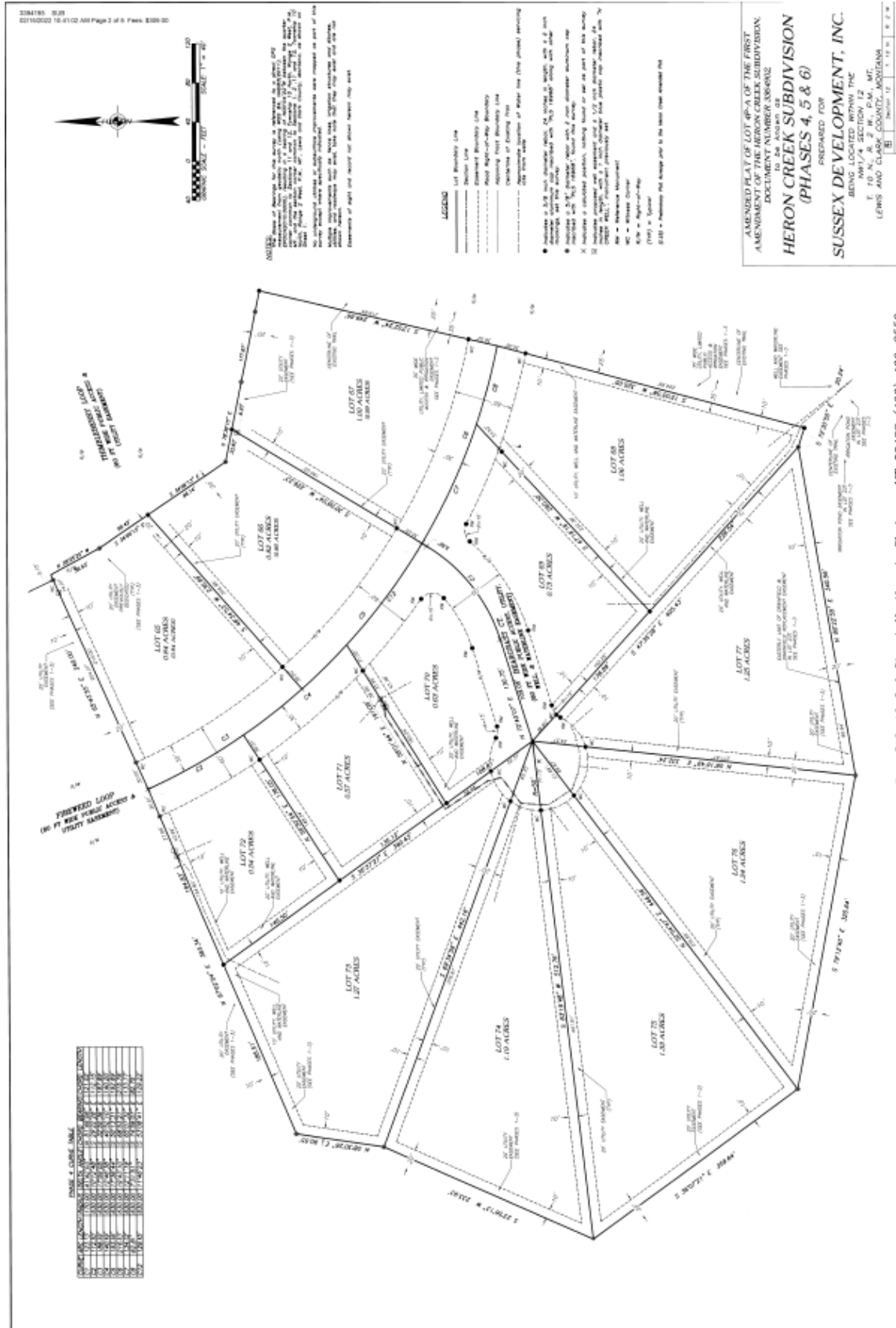
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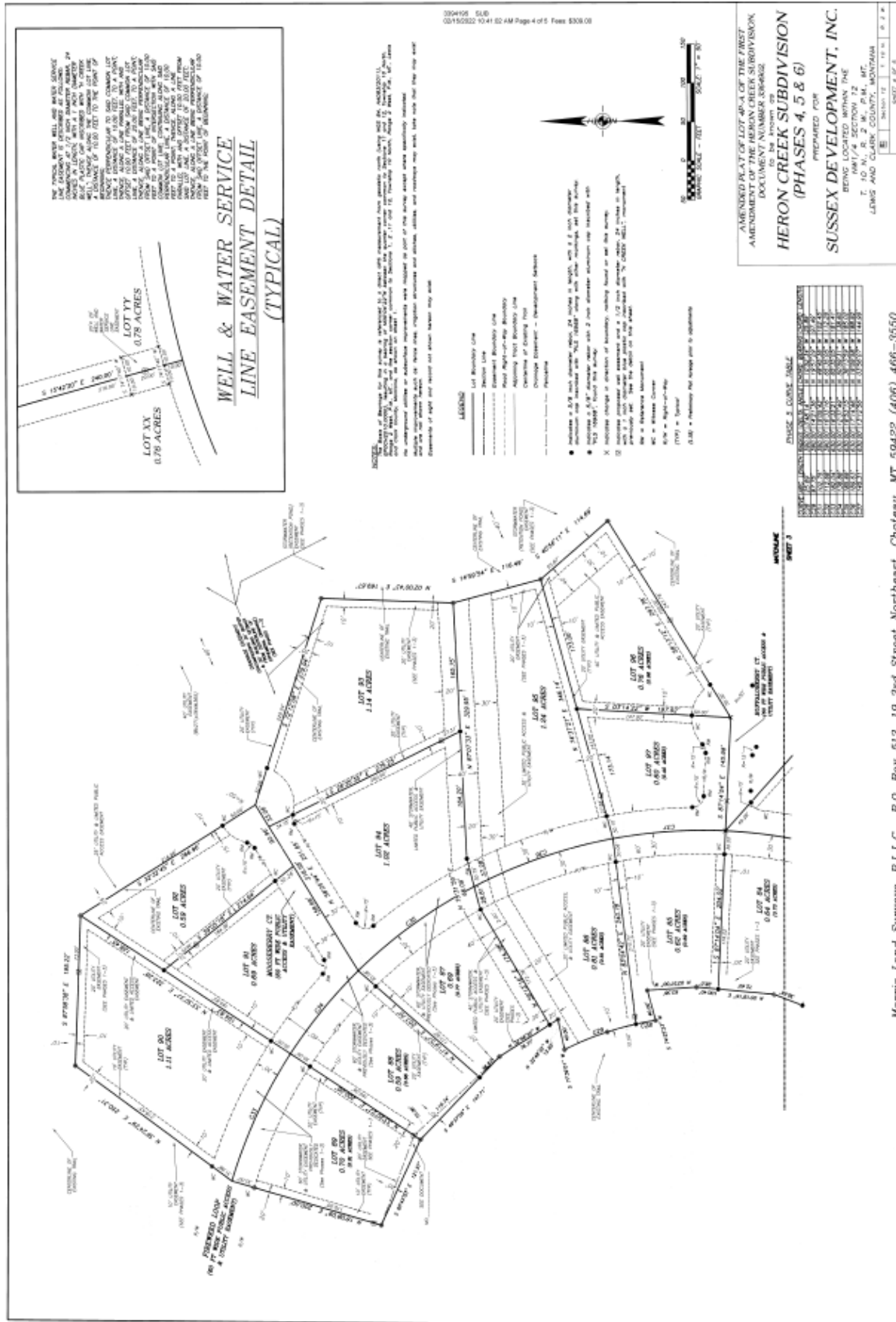
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South by the line of the First Amendment of Heron Creek Subdivision Phases 1, 2 & 3, as the same appears in the records of said County.

East by the line of the First Amendment of Heron Creek Subdivision Phases 1, 2 & 3, as the same appears in the records of said County.

West by the line of the First Amendment of Heron Creek Subdivision Phases 1, 2 & 3, as the same appears in the records of said County.





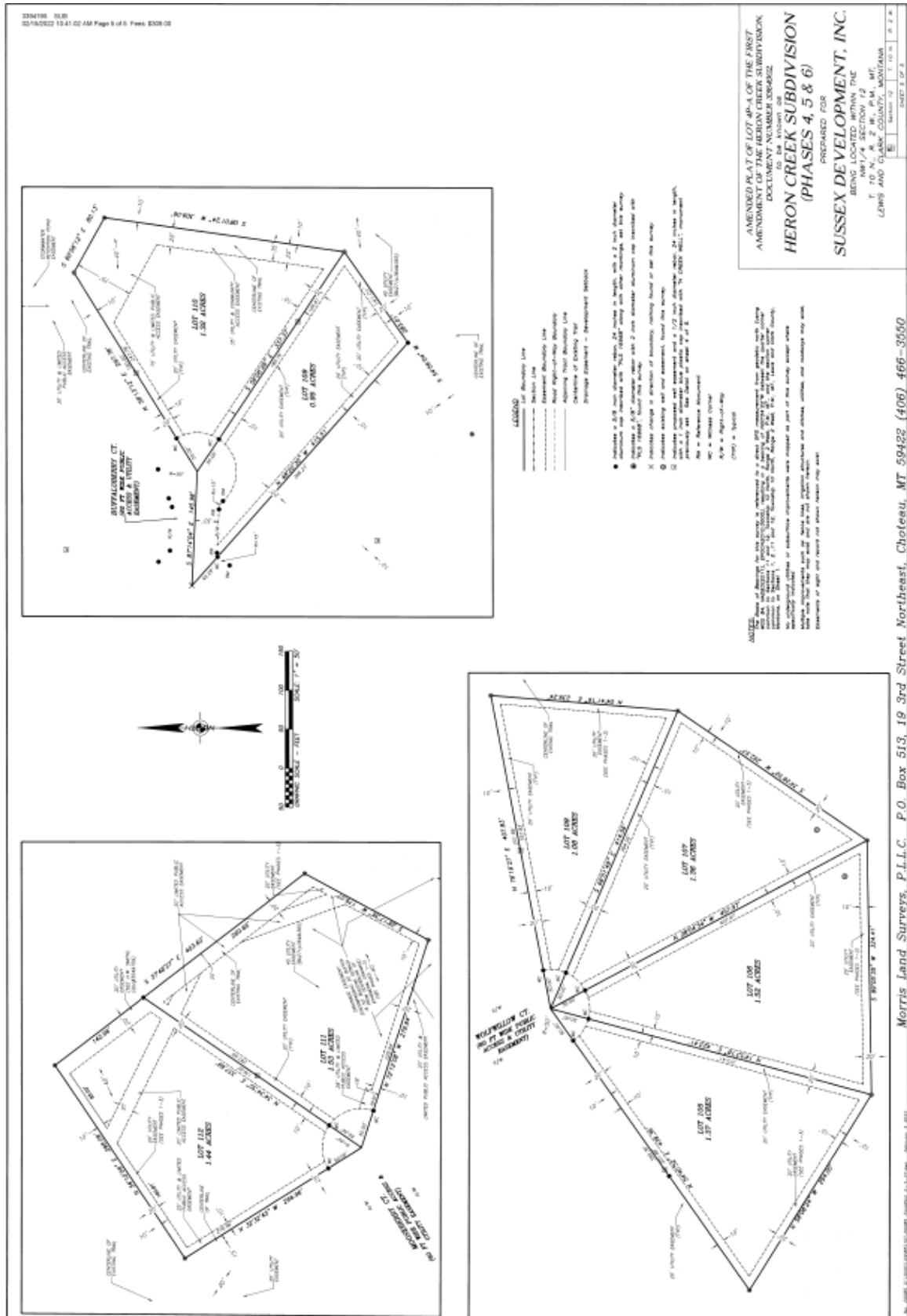


EXHIBIT B

Phase 4, Condition No. 2; Phase 5, Condition No. 2; and Phase 6, Condition No. 2:

Prior to any development and/or soil disturbance, plans for sewage treatment and water supply systems shall be submitted to the Montana Department of Environmental Quality and the City-County Environmental Health Department for review and approval. All specifications and requirements of the approved plans shall be met. *(Sections 76-4-101, et. seq., MCA; Sections 17.36.101, et. seq., ARM; Sections 76-3-102(4), 501(1), 504(1)(g)(iii), and 608(3)(a), MCA; Sections I.C.6. and XI.M. and N., County Subdivision Regulations)*

Phase 4, Condition No. 18 and Phase 5, Condition No. 19:

Prior to filing of the final plat, the following improvements shall be installed or otherwise guaranteed *(Sections 76-3-507 and 608(3)(a), MCA; Section III.C.3., County Subdivision Regulations)*:

- e. community level II wastewater treatment system to comply with the requirements of the Montana Department of Environmental Quality; and

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 *Section III.C.4. and Appendix E of the County Subdivision Regulations*.

Phase 6, Condition No. 16:

Prior to filing of the final plat, the following improvements shall be installed or otherwise guaranteed *(Sections 76-3-507 and 608(3)(a), MCA; Section III.C.3., County Subdivision Regulations)*:

- d. community level II wastewater treatment system to comply with the requirements of the Montana Department of Environmental Quality; and

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 *Section III.C.4. and Appendix E of the County Subdivision Regulations*.



Casne &
Associates,
Inc.
666 Logan Street
P.O. Box 1123
Helena, MT 59624-1123
(406) 443-1656
ryan@casneinc.com

Heron Creek Phases 4-6 Bonding Estimate

Date of Estimate: January 23, 2025

This Estimate is intended to be all inclusive and reflect predicted costs to complete the project in accordance with DEQ approved plans & specifications, applicable sections of MPWSS, Lewis & Clark County road improvements standards, and the approved roadway plans and specifications for the project. Bid Item Unit Prices and some total costs have been generated using the bid amounts and quotes from the listed contractors. All unit prices include any mobilization and jobsite clean up necessary. All unit prices include overhead, profit, contingency and bonding costs typical for this type of project. Existing conditions have been verified by Casne & Associates. Although we have made every effort to ensure the accuracy of this estimate, no guarantee of accuracy is expressed or implied, as we have no control over market conditions. This estimate is valid for a period of one year from the date of this signed document.

Item No.	Description	Estimated Qty.	Unit	Unit Price	Total Price
Wastewater Treatment System Improvements					
201	Oreco Advantex (Level 2) WWTS Components. Three AX100 Pods, One 30,000 Gallon FRP Recirculation Tank, Splitter Valve, Hydrotek Valve (installed & tested complete)	1	LS	\$397,150.00	\$397,150.00
202	Remaining Twelve (15) Drainfield Zones with Two (2) Hydrotek Valves (installed & tested complete)	1	LS	\$55,560.00	\$55,560.00
	<i>Subtotal</i>				\$452,710.00
Certification of Wastewater Treatment System & Roadways					
301	Construction Inspection	1	LS	\$3,300.00	\$3,300.00
302	Wastewater System Certification Package & As-Builts	1	LS	\$3,300.00	\$3,300.00
	<i>Subtotal</i>				\$6,600.00
	Total Outstanding Work				\$459,310.00
	Total Bond Price (+ 25%)				\$574,137.50


Ryan Casne, P.E.
Casne and Associates, Inc.

1/23/2025
Date



EXHIBIT C

Financial Guarantee



IRREVOCABLE LETTER OF CREDIT

Borrower: Sussex Construction Inc
3060 Cabernet DR., Suite 4
Helena, MT 59601

Lender: Opportunity Bank of Montana
Helena - Prospect
1400 Prospect Ave
Helena, MT 59604

Beneficiary: LEWIS AND CLARK COUNTY
316 N Park Ave
Helena, MT 596023

NO.: 267

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 03-08-2026 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Five Hundred Seventy-four Thousand One Hundred Thirty-seven & 50/100 Dollars (\$574,137.50) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of eight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: The original Letter of Credit, together with any amendments.

A sight draft drawn by Beneficiary on issuer.

Other Documents: Exhibit A

This irrevocable letter of credit is made under the provisions of, and to enforce the provisions of, Heron Creek Phases 4-6 between the applicant and Beneficiary, pending execution of this Financial Guarantee.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER Opportunity Bank of Montana IRREVOCABLE LETTER OF CREDIT NO. 267 DATED 02-21-2025," and the amount of each draft shall be marked on the draft. Only Beneficiary or Beneficiary's transferee may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. This Letter of Credit may be transferred by Beneficiary upon prior written notice to Lender of the transfer. The transferee shall be deemed the new Beneficiary of this Letter of Credit and the documents of the transferee, including drafts required under this Letter of Credit, will be processed by Lender (or any intermediary) without the original Beneficiary's intervention and without any further obligation of Lender to the original Beneficiary.

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee under the "Permitted Transferees" paragraph above (the "Permitted Transferee"), the documents required for a draw shall include all documents required elsewhere in this Letter of Credit, except that such documents may be in the name of and executed by either the original Beneficiary or the presenter permitted by the "Permitted Transferees" paragraph above.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Montana without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practices for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Montana.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: February 21, 2025

LENDER:

OPPORTUNITY BANK OF MONTANA

By: 
Zach Hansen, Commercial Loan Officer