



## **NOTICE OF PUBLIC MEETING**

The Lewis and Clark Board of County Commissioners Public Meeting will be held on Tuesday, March 3, 2026 at 9:00 AM in Commission Chambers, Rm 330.

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

1. **Pledge of Allegiance**
2. **Proclamation**
3. **Consent Action Items**
  - a. **[Yearly Fuel Tax Certification of Roadway Mileage. \(Eric Spangenberg\)](#)**
4. **Action Items**
  - a. **[Commission Airport Audit Concurrence of the Selection of Rudd & Company. \(Jeff Wadekamper\)](#)**

The Commissioners will consider concurring with the Airport Authority's selection of the Rudd & Company contract extension for completion of the financial audits for the fiscal years 2026-2028.
  - b. **[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. \(Applicant: Sussex Development, Inc.\) \(Greg McNally\)](#)**

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.
  - c. **[Board Appointment. \(Roger Baltz\)](#)**
    - Forestvale Cemetery Board
5. **Public comment on any public matter within the jurisdiction of the Commission that is not**

**on the agenda above.**

6. **Adjourn**

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**ADA NOTICE**

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

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



**GIS/Mapping  
Lewis and Clark County**

316 N. Park Ave. Room 304 Helena, MT 59623  
Phone: 406-447-8347 Fax: 406-447-8398  
e-mail: [bocc@lccountmyt.gov](mailto:bocc@lccountmyt.gov)

**TITLE:**

Yearly Fuel Tax Certification of Roadway Mileage. (Eric Spangenberg)

**EXECUTIVE SUMMARY:**

**COVER SHEET**

[2026FuelTaxMemo.pdf](#)  
[FuelTaxCertFY27.pdf](#)



City of Helena  
Lewis & Clark County

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**To:** Board of County Commissioners  
**From:** Eric F. Spangenberg, GIS Coordinator  
**Date:** 2/26/2026  
**Re:** Yearly Certification of Roadway Mileage

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The GIS office has completed the digital comparison of our local road GIS feature to the GIS road feature provided by MT Department of Transportation. Based on that comparison, we have calculated the addition of approximately 1.46 miles. This additional mileage is noted on the Mileage Certification Form provided for your signature.

As in past years, the GIS office has provided digital GIS data to MDT for their use. Digital data includes Helena and East Helena city limit boundaries, and a current road file.

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

**Mileage Certification Form**

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

<i>Roads Outside of Cities</i>	<i>Current Mileage</i>	<i>Added Mileage (Approximate)</i>	<i>Deleted Mileage (Approximate)</i>	<i>Adjusted Mileage (Approximate)</i>
Off-System	1381.561	1.46	N/A	1383.021
Secondary/Urban System	134.776	N/A	N/A	134.776
TOTAL	1516.337	1.46	N/A	1517.797

Any added or deleted mileage amounts shown above may differ from the calculated mileages derived using MDT's process. Additionally, MDT reserves the right to verify any additions or deletions that would significantly affect the fuel tax allocation program. If the number of miles to be added or deleted is significant, the verification process will occur during the **summer of 2026**, and eligible routes will be included in the calculations for the following year.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Official Title)

\_\_\_\_\_, Montana  
(City)

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

**NOTE:** PLEASE RETURN THIS CERTIFICATION FORM ALONG WITH THE SIGNED MAP OR GIS DATA ON OR BEFORE **MARCH 13, 2026** FOR FUEL TAX ALLOCATION. IF THERE ARE NO MILEAGE CHANGES ONLY THE SIGNED CERTIFICATION FORM IS REQUIRED FOR THE RETURN. YOU CAN MAIL, EMAIL, OR FAX THIS TO US.

**Address for return:**

**Fax: 406-444-7671**  
**Email: [bklapstein@mt.gov](mailto:bklapstein@mt.gov)**

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



**Commissioner Office  
Lewis and Clark County**

316 N. Park Ave. Room 304 Helena, MT 59623  
Phone: 406-447-8347 Fax: 406-447-8398  
e-mail: [bocc@lccountmyt.gov](mailto:bocc@lccountmyt.gov)

**TITLE:** Commission Airport Audit Concurrence of the Selection of Rudd & Company. (Jeff Wadekamper)

**EXECUTIVE SUMMARY:** The Commissioners will consider concurring with the Airport Authority's selection of the Rudd & Company contract extension for completion of the financial audits for the fiscal years 2026-2028.

**COVER SHEET**

[Memo.agendaitem.airport3.3.26.pdf](#)  
[Airport Audit Concurrence Request.pdf](#)  
[HRAA-FY26-28 Standard-Audit-Contract-rv10\\_2025.pdf](#)

Roger Baltz  
Chief Administrative Officer  
(406) 447-8311 Office  
(406) 447-8370 Fax



City/County Buildings  
Room 346, 316 N. Park  
Helena, Montana 59623  
rbaltz@lccountymt.gov

# Lewis and Clark County

Administrative and Financial Services Department

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## MEMO

Date: February 26, 2026  
To: BOCC  
From: Roger Baltz, Chief Administrative Officer  
Subject: Agenda Item – Airport Request

Helena Regional Airport Director Jeff Wadekamper has requested this agenda item before the Commissioners.

This item requests approval from the Board of County Commissioners for Rudd and Company to provide audit services for the Airport for Fiscal Years 2026, 2027, and 2028.

A letter providing details of this request and the contract are attached to this agenda item.



2850 Mercer Loop  
Helena, Montana 59602  
Telephone: 406/442-2821  
Fax: 406/449-2340  
jwadekamper@helenairport.com

*Airport Director*  
JEFF WADEKAMPER

February 24, 2026

Ms. Alana Lake  
City Manager  
316 North Park Avenue  
Helena, MT 59623

Mr. Roger Baltz  
County Administrative Officer  
316 North Park Avenue Suite 345  
Helena, Montana 59623

Ms. Lake and Mr. Baltz,

The purpose of this letter is to ask for concurrence from the City of Helena and Lewis and Clark County Commissions with the Airport Authority's selection of Rudd & Company to complete the financial audits for fiscal years 2026-2028. Section 5.01 of Resolution #10677 which created the Helena Regional Airport Authority requires both the City and County Commissions to approve of the Airport's selection of a firm to conduct the airport's annual financial audit.

Back in 2023, the Helena Regional Airport Authority advertised a Request for Proposals (RFP) for interested parties to complete the annual financial audits for fiscal years (FY 2023-2025), along with one 3-year extension option covering fiscal years 2026-2028. Rudd & Company was the sole responder to the RFP and was selected by the Airport Authority for the audit contract. The City and County also concurred with the selection.

Rudd and Company has done a good job and has been good to work with. Following completion of the initial 3-year term in the contract, we have requested quotes from Rudd for the next 3-year extension option included in the contract for consideration. They responded with the following costs: FY2026 - \$41,500, FY2027 - \$42,500, and FY2028 - \$43,500.

The Airport Authority, Airport Administration Staff and legal counsel reviewed the proposed 3-year extension quotes from Rudd & Company and determined that they meet all of the requirements outlined in the initial RFP and that the cost is reasonable. At the February 17, 2026

Airport Authority Meeting, the Airport Commissioners unanimously approved awarding the 3-year contract extension option included in the contract to Rudd & Company, pending concurrence by the City and County Commissions, as outlined in the Airport Authority Resolution.

Included along with this letter for consideration is a copy of the proposal from Rudd & Company. If you have any questions or need more information, please feel free to contact me at your convenience. I will make myself available for any Commission meetings to answer questions if necessary, as well. Thank you for the consideration.

Sincerely,



Jeff Wadekamper  
Airport Director  
Helena Regional Airport Authority

**DEPARTMENT OF ADMINISTRATION  
STANDARD AUDIT CONTRACT**

This Contract is made this 29 day of January, 20 26, by and among

Rudd & Company, PLLC

**Certified Public Accountant  
("Contractor"),**

Helena Regional Airport Authority

**Government Entity  
("Entity"),**

and the **Montana Department of Administration, Local Government Services Bureau, ("State")**, acting under the authority of Title 2, Chapter 7, Part 5 of the Montana Code Annotated. **The State's mailing address, phone number, and email address are P.O. Box 200547, Helena, MT 59620-0547; (406) 444-9101; and [LGSPortalRegistration@mt.gov](mailto:LGSPortalRegistration@mt.gov).**

1. **Effective Date:** This contract is not effective with respect to any party until it is approved and signed by the State, as required by Section 2-7-506(3), MCA. The Contractor may not begin any audit work until the State gives its approval. If the Contractor begins work before the State's approval of the contract and the State subsequently does not approve the contract, the Contractor is not entitled to receive any compensation for the work performed.

2. **Audit Period and Payment:** This contract covers the following audit period(s):

July 1, 20 25 to June 30, 20 28

A. The Entity shall pay the Contractor for the audit work on the basis of time and necessary out-of-pocket expenses, which will not exceed:

\$ <u>41,500</u>	for initial (or sole) audit covering	<u>07 / 01 / 2025</u>	to	<u>06 .30 .2026</u>
\$ <u>42,500</u>	for subsequent audit covering	<u>07 / 01 / 2026</u>	to	<u>06 .30 .2027</u>
\$ <u>43,500</u>	for subsequent audit covering	<u>07 / 01 / 2027</u>	to	<u>06 .30 .2028</u>
\$ _____	for subsequent audit covering	<u> / /</u>	to	<u> / /</u>
\$ _____	for subsequent audit covering	<u> / /</u>	to	<u> / /</u>

B. The entity shall pay the fees listed in Appendices A, B, C, D, and E, as applicable, which are attached hereto and incorporated by reference. Any change to the audit fees requires a contract amendment.

C. The contract payments do not include the cost of additional work that may be required if the Contractor discovers a defalcation or material irregularity. **Any change in the scope of the audit services to be provided under this contract requires an amendment.**

D. The Contractor may submit interim bills to the Entity each month, based upon the estimated percentage of contract completion. The Entity may retain ten percent (10%) of each of these estimates until the Contractor has delivered the final audit report, at which time the Entity shall release the amount retained.

3. **Peer Review:** The Contractor shall provide the Entity with a copy of its most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the contract period.

4. **Audit Scope:** The Contractor shall perform the following:

- A. The Contractor shall conduct the audit in accordance with (i) generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and (ii) the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

The Contractor shall opine on the presentation of the Entity's financial statements in accordance with the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA.

If the Contractor's opinion on the Entity's financial statements is other than unmodified, the Contractor shall fully discuss the reasons with the Entity in advance of issuing a report. If, for any reason, the Contractor is unable to complete the audit or is unable to form or has not formed an opinion, the Contractor may decline to express an opinion or decline to issue a report as a result of the engagement.

- B. The Contractor shall perform tests of internal control over financial reporting. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards.
- C. The Contractor shall perform tests of the Entity's compliance with provisions of laws, regulations, contracts, and grant agreements. The Contractor shall use the local government compliance supplement prepared by the State, as required by Section 2-7-505(2), MCA, in conjunction with Government Auditing Standards to determine the compliance testing to be performed during the audit. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards. If the Contractor becomes aware of fraud, waste or abuse, the Contractor shall report related findings in accordance with U. The Contractor shall perform tests, including but not limited to the following, to determine whether:

- (1) the Entity has complied with all appropriate statutes and regulations, as required by Section 2-7-502, MCA;
- (2) the Entity has complied with the provisions of each of its debt covenants and agreements;
- (3) the Entity (county, city or town) has retained money in a local charge for services fund contrary to the requirements of Sections 17-2-301 through 17-2-303, MCA, as required by Section 17-2-302, MCA. The Contractor shall report any findings of noncompliance with the provisions of these statutes, regardless of materiality; and
- (4) the Entity (county, or consolidated city/county government) has complied with state laws relating to receipts and disbursements of agency or custodial funds maintained by the Entity, as required by Section 2-7-505, MCA.

If required by the State, the Contractor shall provide documentation of testing performed to comply with (3) and (4), above.

- D. When applicable, the audit must meet all requirements of the Federal Single Audit Act of 1984, as amended, and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"). If these federal regulations are amended, the amended regulations will prevail.
- E. The audit scope with regard to federal financial assistance for each fiscal year covered by this contract must be as specified in Appendices A, B, C, D, and E. Any change to the audit scope with regard to federal financial assistance requires a contract amendment.

F. Except as provided below, for purposes of determining the scope of the audit, the Entity is considered the financial reporting entity as defined in the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA. This provision does not preclude the Entity from engaging a different audit firm for the audit of a segment, fund or component unit of the Entity. However, both the Entity and Contractor shall notify the State whenever the Entity elects to engage a different audit firm for the audit of a segment, fund or governmental component unit. Such additional audit must be contracted for on the State's Standard Audit Contract, and the audit firm shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State.  
If this contract is for an audit of a segment, fund, or governmental component unit of the primary government, the Entity is considered to be the segment, fund or component unit.

G. Any school district audit must also include auditing procedures sufficient to provide an opinion as to whether the following supplemental information is fairly stated in relation to the basic financial statements:

(1) the school district's enrollment for the fiscal year or years being audited as reported to the Office of Public Instruction in the Fall and Spring "Student Count for ANB" reports; and

(2) when applicable, the extracurricular funds for pupil functions.

H. If the Entity is a school district or associated cooperative, the Contractor shall contact the State Office of Public Instruction and the county superintendent of schools before or during the audit of the Entity. The Contractor shall determine whether those offices are aware of potential financial or legal compliance problems relating to the Entity that could affect the scope of the audit.

I. The Contractor shall immediately notify the Entity and the State in writing of any material irregularities it discovers. If the Entity is a school district or special education cooperative, the Contractor shall also immediately notify the State Office of Public Instruction in writing. To notify the State, Contractors shall email [LGSPortalRegistration@mt.gov](mailto:LGSPortalRegistration@mt.gov) to the attention of the Local Government Services Bureau Chief. To notify the State Office of Public Instruction, Contractors shall email [OPIAuditReport@mt.gov](mailto:OPIAuditReport@mt.gov) to the attention of the OPI Auditor.

J. The Contractor shall notify the Entity of all proposed audit adjustments and, if the Entity concurs, shall obtain written acceptance of these proposed adjustments. The State reserves the right to request documentation of these proposed and accepted audit adjustments.

5. **Entity's Responsibilities:** The Entity shall be responsible for:

A. its basic financial statements, including note disclosures.

B. All supplementary information required by its applicable financial reporting framework prescribed at Section 2-7-504, MCA and by provisions of this contract.

C. establishing and maintaining effective internal control over financial reporting, including internal controls related to the prevention and detection of fraud.

D. ensuring that it complies with the laws, regulations, contracts and grant agreements applicable to its activities.

E. making all financial records and related information available to the Contractor.

- F. the schedule of expenditures of federal awards required for audits conducted under Uniform Guidance.
  - G. approving all proposed audit adjustments before posting, if the Entity concurs with the proposed adjustments.
  - H. adjusting the financial statements and accounting records to correct material misstatements and to agree with the audited financial statements; and
  - I. providing the Contractor, at the conclusion of the audit engagement, with a letter that confirms certain representations made during the audit, including an affirmation that the effects of any uncorrected misstatements aggregated by the auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
6. **Dates for Annual Financial Report or Trial Balance of Accounts:** The Entity shall prepare its annual financial report, or a trial balance of accounts no later than the dates specified in Appendices A, B, C, D, and E. If the Entity is unable to prepare its annual financial report or trial balance by the date specified in the Appendices, the Entity shall notify the Contractor and the State in writing prior to the specified dates.
7. **Beginning the Audit:** The Contractor shall begin the audit field work based on the schedule established in Appendices A, B, C, D, and E. Under Section 2-7-503(3)(a), MCA, all audits must commence within nine months from the close of the last fiscal year of the audit period.
8. **Completion of Audit:** The Contractor shall deliver the audit report to the Entity and the State, based on the schedule established in Appendices A, B, C, D, and E. **If the Contractor cannot deliver the audit report to the Entity and the State on the date specified in the Appendices, the Contractor shall notify the Entity and the State in writing of that fact, and the reason(s) for the delay.** Under Section 2-7-503(3)(a), MCA, all audits must be completed and the reports issued within one year from the close of the last fiscal year covered by the audit. If the audit is conducted in accordance with the provisions of Uniform Guidance, the Contractor shall complete the audit and issue the audit report within the deadline required by that federal regulation, **unless a longer period has been agreed to in advance by the federal cognizant or oversight agency for audit.** If the Entity has requested and received an extension of the due date of the Uniform Guidance from a federal agency, the Entity shall submit a copy of the approved extension to the State.
9. **Due Date Extension:** The State may grant an extension to the Entity for filing the audit report beyond the one- year due date provided for in paragraph 8, above. To do so, the Entity shall make a request to the State in writing and shall show good cause for the delinquency or demonstrate that the failure to meet the deadline provided for in paragraph 8, above, was the result of circumstances beyond the Entity's control. The State will determine good cause or circumstances beyond the Entity's control based on the facts of each case.
10. **Presentation of Audited Financial Statements:** The final audit report must contain basic financial statements and supplementary information consistent with the applicable financial reporting framework prescribed at Section 2-7-504, MCA. In addition, other supplementary information required by provisions within this contract and by Uniform Guidance must also be included, if applicable.
- A. The final audit report must also contain any supplementary or other information as agreed upon by the Entity and Contractor.
  - B. If the Entity's accounting records or other circumstances do not permit financial statements to comply with the applicable financial reporting framework prescribed at Section 2-7-504, MCA, the Contractor

shall notify the State of those conditions and describe the financial statements that will be presented. The applicable auditor's reports must be modified in accordance with professional standards to reflect a departure from the applicable financial reporting framework.

- C. If the audit is of a school district with separate elementary and high school district general funds, the general funds must be combined as a single major fund. All other funds must be separately considered for major fund criteria.
  - D. If the audit is a biennial audit covering two years, the Contractor shall present complete financial statements as specified above for each year covered by the audit. However, note disclosures for both fiscal years may be in one set of notes, with separate fiscal year disclosures as necessary. The two years must be presented under one audit report cover and opined upon in one Independent Auditor's Report.
11. **Auditor's Reports:** All audit reports must contain the following auditor's reports, which must comply with applicable professional standards in effect for the fiscal year or years being audited:
- A. a report on the financial statements of the Entity.
  - B. a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
  - C. a reference to a report disclosing any deficiencies in internal control or instances of noncompliance with provisions of contracts or grant agreements or abuse that have a less than material effect on the financial statements but warrant the attention of management or those charged with governance. This report must be referred to in the report required in 11.B. above.
  - D. a report on any supplementary or other information presented in the audit report. This report must be given in an "other matters" paragraph(s) of the auditor's report on the financial statements (11.A. above), and shall identify, if applicable:
    - (1) any Required Supplementary Information (RSI), as required by the Governmental Accounting Standards Board.
    - (2) any Supplementary Information (SI) included in the report to comply with provisions of laws, regulations, contracts, or grant agreements. For the following schedules, the Contractor shall report on whether the information is fairly stated, in all material respects, "in relation to" the financial statements as a whole, unless the condition of the financial records does not allow the auditor to render such an opinion:
      - a) schedule of school district "Student Count for ANB" required in paragraph 13.A.
      - b) schedule of school district extracurricular fund financial activities required in paragraph 13.B.
      - c) schedule of expenditures of federal awards required by Uniform Guidance and in paragraph 12.A.; and
      - d) any supplementary information for financial reporting frameworks required by ARM 2.4.401.
    - (3) any Other Information (OI) for financial reporting frameworks required by ARM 2.4.401.

(4) any Other Information (OI) that is included in the audit report, if deemed appropriate in accordance with professional standards.

- E. a report disclosing the action taken by the Entity to correct any deficiencies or implement any recommendations contained in the prior audit report. This report must be in a format that specifically identifies, by title or summary, each deficiency or recommendation contained in the prior audit report and the action taken by the Entity on each such deficiency or recommendation.
- F. the views of Entity officials and their planned corrective actions must also be included (for audit findings included by the Contractor in the reports referenced in 11.B. and 11.C. above), as required by Government Auditing Standards, if they are available at the time the Contractor submits the audit report to the State. If the views and planned corrective actions are not available at that time, the Contractor shall so indicate in the reports.

12. **Single Audits:** All audit reports for single audits completed in accordance with Uniform Guidance must contain the following:

- A. a schedule of expenditures of federal awards, prepared by the Entity, which must contain all elements required by Uniform Guidance.
- B. a report on the schedule of expenditures of federal awards. This report may be combined with other reports as provided by Uniform Guidance and professional standards. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.
- C. a report on compliance for each major program and a report on internal control over compliance in accordance with Uniform Guidance. These reports must refer to the separate schedule of findings and questioned costs described in paragraph 12.D. of the contract and must comply with applicable professional standards in effect for the fiscal year or years being audited.
- D. a schedule of findings and questioned costs which must include the information required by Uniform Guidance.
- E. an Entity-prepared document, separate from the Contractor's findings, that describes the Entity's corrective action plan in accordance with Uniform Guidance for each current-year audit finding, if that plan is available at the time the Contractor submits the audit report to the State. This document should be submitted on Entity letterhead and should include a corrective action plan for each finding, regardless of whether the finding is identified in accordance with Uniform Guidance or Government Auditing Standards.

13. **School Districts:** School district audit reports must include the following as supplementary information/schedules:

- A. a schedule of the school district's enrollment as reported to the Office of Public Instruction for the fiscal year or years being audited. The schedule must contain the enrollment both as reported in the Fall and Spring "Student Count for ANB" reports and as documented by the school district's enrollment records;  
and
- B. a detailed schedule of extracurricular fund financial activities.

14. **Local Governments Reporting on Non-GAAP Financial Reporting Framework:** Audit reports of local governments that report on a non-GAAP financial reporting framework as provided in ARM 2.4.401 must include any Supplementary Information and Other Information required in that administrative rule.
15. **Written Report to Entity:** The Contractor shall render a single, written report for the Entity audited, including the reports and schedules referenced in paragraphs 11 through 14 above.
16. **Exit Conference:** Before submitting the final audit report, the Contractor shall hold an exit review conference in which the audit results are discussed with those charged with governance and other appropriate Entity officials and employees. The Contractor shall ensure that all members of the governing body and key members of management are notified of this exit conference. The Contractor further agrees that before the exit conference, it will not discuss the audit findings with anyone other than the Entity or the State. Once the Contractor delivers the final audit report to the Entity, the report is deemed to be a public record.
17. **Report Distribution:** The Contractor and Entity shall file copies of the audit report as specified below:
- A. The Contractor shall provide the Entity with the number of copies of the audit report specified in Appendices A, B, C, D, and E. The cost of those copies is included in the total price for the engagement as set out in paragraph 2.A., above, and in the Appendices.
  - B. The Contractor shall submit one of the copies referred to in 17.A., above, to the attorney for the Entity.
  - C. Upon request by the Entity, the Contractor shall provide additional copies of the audit report at a price per copy agreed upon by the Entity and Contractor.
  - D. The Contractor shall provide the State with a text-searchable, unlocked, and unencrypted electronic copy of the audit report at no charge. The report must be submitted to the State at the same time when the Contractor delivers the final audit report to the Entity. Any report delivered separately to management or those charged with governance identifying findings and recommendations as described in 11.C. above must be submitted electronically at the same time the audit report is submitted. The Contractor shall advise the State, at the time of submitting the electronic report of, the date the exit conference was held with the Entity, the date the final report was delivered to the Entity, the date of the audit report, the actual number of hours the Contractor spent conducting the audit, the total audit fee billed the Entity, and whether the audit was conducted in accordance with the provisions of Uniform Guidance.
  - E. If the Entity is a school district or associated cooperative, the Contractor shall provide at no additional charge copies of the audit report to the Office of Public Instruction, the county superintendent of schools, and the county attorney.
  - F. If the Entity is a city or town fire department relief association disability and pension fund, the Contractor shall provide at no additional charge one copy of the audit report to the city or town clerk.
  - G. If the audit is a single audit conducted in accordance with the provisions of Uniform Guidance, the Entity shall provide copies of the reporting package defined in Uniform Guidance and the data collection form to the federal clearinghouse designated by OMB.
18. **Entity Response:** If not included in the audit report as provided in paragraphs 11.F. and 12.E., within 30 days after receiving the audit report, the Entity shall notify the State in writing as to what action it plans to take to correct any deficiencies or implement any recommendations identified or contained in the audit report as required by Section 2-7-515, MCA, and ARM 2.4.409. This notification must also address any findings and recommendations identified in any report to management or those charged with governance described in 11.C.

above. If the audit is a single audit conducted in accordance with Uniform Guidance, this corrective action plan must also meet the requirements of Uniform Guidance. If the Entity is a school district or special education cooperative, the Entity shall also send a copy of this notification to the Office of Public Instruction to the attention of the OI Auditor via email at [OPIAuditReport@mt.gov](mailto:OPIAuditReport@mt.gov).

19. **Entity's Attorney:** If requested by the State, the attorney for the Entity shall report to the State on the actions taken or the proceedings instituted or to be instituted relating to violations of law and nonperformance of duty as required by Section 2-7-515(4), MCA. The attorney shall report to the State within 30 days after receiving the request.
20. **Certification of Auditor Independence:** The Contractor certifies that, as required by generally accepted government auditing standards, it and its principals and employees are independent in all matters regarding this engagement. **This contract must not include non-audit services.** The Contractor shall neither arrange for nor accept other work with the Entity that could in any way impair the Contractor's compliance with professional independence standards. If required by the State, the Contractor shall provide documentation that independence has been maintained in both mind and appearance as required by professional auditing standards.
21. **Contractor and Subcontractors:** The Contractor shall not assign any rights, or subcontract or delegate any duties of the contract without the Entity's and State's prior written consent.

The Contractor is the prime contractor and is responsible, in total, for all work of any subcontractors. Any subcontractors performing audit work shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State. The Contractor is responsible to the Entity and the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors or agents. There is no contractual relationship between any subcontractor and the State.

22. **State Participation in Conferences:** The State may participate in all entrance and exit conferences between the Entity and Contractor, as well as all major conferences held in conjunction with the audit of the Entity.
23. **Access to Records:** The Contractor shall give the State and, when required by law, the Montana Legislative Audit Division, access to the Contractor's work programs, supporting working papers, time records, and all other documents relating to the audit. Access to these documents must be provided at the State's offices in Helena, Montana. Access to working papers includes the right of the State to obtain copies of working papers, as is reasonable and necessary. The Contractor shall make the work programs and supporting working papers available to the State for use by the State or other public accounting firms as directed by the State in future audits of the Entity. The Contractor shall make the audit programs and supporting working papers available to the cognizant or oversight agency for audit or its designee, federal agencies providing direct or indirect funding, or the U.S. General Accounting Office, if requested. Access to working papers includes the right of federal agencies to obtain copies of working papers, as is reasonable and necessary. The Contractor shall retain the audit report, work programs, and supporting working papers for a minimum of five years from the date of the audit report, unless the State notifies the Contractor to extend the retention period. If professional standards or other applicable laws, rules, or regulations require a longer retention period, the Contractor shall retain the above materials for that specified period.
24. **State Review of Report:** As provided by Section 2-7-522, MCA, the State shall review the Contractor's audit report. If the State determines that reporting requirements have not been met, it will notify the Entity and the Contractor of the significant issues of noncompliance. The Contractor shall correct the identified deficiencies within 60 days of notification.

25. **Independent Contractor:** The Contractor is an independent contractor and neither its principals nor its employees are employees of the State or Entity for any purposes.
26. **Workers' Compensation:** The Contractor certifies that it carries Workers' Compensation for its employees and that it has either elected Workers' Compensation or has an approved Independent Contractor's Exemption covering the Contractor while performing work under this contract. (Montana Code Annotated, Title 39, Chapter 71).
27. **Indemnity:** The Contractor shall defend and indemnify the State and Entity, their elected and appointed officials, agents, and employees from and against all claims, causes of action, damages, liabilities, court costs and attorney fees in favor of the Contractor's employees or third parties for bodily or personal injuries, death, or damage to property arising from the acts or omissions or alleged acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors under this contract. This defense and indemnify obligation do not apply to acts or omissions arising from the sole negligence of the State or Entity under this contract. This defense and indemnity obligation survives termination or expiration of this contract.

If the Contractor is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of the Entity's intentional or knowing misrepresentation or provision to the Contractor of inaccurate or incomplete information in connection with this engagement, and not any failure on the Contractor's part to comply with professional standards, the Entity shall defend and indemnify the Contractor against such obligations.

28. **Insurance – Commercial General Liability:** The Contractor shall maintain for the duration of the contract, at its cost and expense, occurrence coverage insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, and/or its agents, employees, representatives, assigns, or subcontractors. The Contractor's insurance coverage shall be primary insurance for the Contractor's negligence with respect to the State and Entity and their elected officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State and Entity and their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Insurance - Professional Liability:** The Contractor shall purchase and maintain occurrence coverage to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

If occurrence coverage is unavailable or cost-prohibitive, the state will accept 'claims made' coverage provided the following conditions are met: 1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years, and 2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

The State and Entity may require complete copies of certificates of insurance during the term of this contract.

**29. Compliance with Laws:**

- A. The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subcontracting by the Contractor subjects subcontractors to the same provisions.

B. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this contract.

30. **Work Accommodations:** The Entity shall provide the Contractor with reasonable space in which to conduct the audit and shall respond promptly to requests for information as well as for all necessary books and records. Support for clerical, equipment, and reproduction services shall be agreed upon by the Entity and the Contractor as specified in Appendices A, B, C, D, and E.

31. **Termination before Audit Commences:** Before the commencement of the audit, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach.

The Contractor and the Entity may agree to terminate this contract without cause before the commencement of the audit. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

The State, however, will not consent to the cancellation of an audit contract for the sole purpose of allowing the Contractor and Entity to then enter into a new contract that extends the number of fiscal years to be audited by the Contractor. Unless there are extenuating circumstances, the existing audit contract must be completed first. This provision does not prohibit the cancellation of a contract for the purpose of replacing an annual audit with a biennial audit.

32. **Termination after Audit Commences:** After the audit has commenced, but before the audit report has been issued, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach. If the Contractor is the breaching party and fails to remedy the breach, the Contractor is not entitled to the fee set out in this contract. This is the Entity's and the State's sole remedy. If the Entity is the breaching party, the Entity shall pay the Contractor a pro rata portion of the fee set out in this contract, based on the percentage of work completed at the time of termination. This is the Contractor's sole remedy.

The Contractor and the Entity may agree to terminate this contract without cause after the audit has commenced but before the audit report has been issued. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

33. **Contractor Compliance with CPE and Quality Control Review:** The Contractor certifies compliance with the continuing professional education requirements and the external quality control review requirements as

set out in Government Auditing Standards, as established by the Comptroller General of the United States. The State may require the Contractor to provide evidence that it has met the above requirements.

34. **Single Audit Act Certification:** If the audit is required to meet the requirements of the Single Audit Act of 1984, as amended, and Uniform Guidance, the Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing audits by any Federal department or agency.
35. **Time is of the Essence:** Time is of the essence regarding all provisions of this contract.
36. **Governing Law and Venue:** This contract is governed by the laws of Montana. The parties agree that any litigation concerning this contract in which the State is named as a party must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract. The parties also agree that any litigation concerning this contract in which the State is not named as a party must be brought in the State of Montana Judicial District in the County in which the Entity is located. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract.
37. **Notice:** All notices under this contract must be in writing and will be deemed given if delivered personally, by mail, certified, return receipt requested, or by e-mail. All notices will (a) if delivered personally, be deemed given upon delivery, (b) if delivered by mail, be deemed given upon receipt, or (c) if delivered by e-mail be deemed given upon receipt.
38. **Invalid Provision:** If any provision of this contract is held to be illegal or unenforceable and the parties' rights or obligations will not be materially and adversely affected, such provision will be (a) severed from the contract, (b) the contract will be interpreted as if such provision was never a part of the contract and (c) the remaining provisions will stay in effect.
39. **Authority:** Each party represents that the person signing this contract has the authority to bind that party.
40. **Entire Agreement and Amendment:** This contract and the attached Appendices contain the entire understanding and agreement of the parties. No modification or amendment of this contract is valid unless it is reduced to writing, signed by the parties, and made a part of this contract.

Contractor, Entity, and State have executed this Standard Audit Contract on the date first above written:

**Certified Public Accountant**

**Rudd & Company, PLLC**

Firm Name

By: **Dane Hancock**

Digitally signed by Dane Hancock  
Date: 2026.01.29 09:13:43 -07'00'

Authorized Representative

**Printed Name:**

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

**Governmental Entity**

**Helena Regional Airport Authority**

Entity Name

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

Authorized Representative

**Printed Name:**

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

**Montana Department of Administration,  
Local Government Services Bureau**

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

APPENDIX A

Initial or Sole Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): Helena Regional Airport Authority

(406) 442-2821  
Telephone:

Address: 2850 Mercer Loop  
(Street Address or P.O. Box)  
Helena, MT 59602  
(City) (Zip Code)

Jeff Wadekamper, jwadekamper@helenaairport.com  
Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR) : Rudd & Company, PLLC

(406) 585-3393  
Telephone:

Address: 3805 Valley Commons Drive, Suite 7  
(Street Address or P.O. Box)  
Bozeman MT 59718  
(City) (State/Zip Code)

Dane Hancock, dhancock@ruddco.com  
Contact Person(s) and E-Mail Address(es)

1. Audit Periods and Dates of Engagement
  - A. This audit will cover the fiscal year(s) ending June 30, 2026 (and \_\_\_\_\_).
  - B. Date to commence audit work: August 2026
  - C. Date to submit final audit report to Entity and State: March 31, 2027
2. Time and Price for Engagement:
  - A. Estimated Total Hours: 200
  - B. Price for audit personnel \$ 40,000
  - Price for travel \$ 1,500 (estimated)
  - Price for report preparation \$ \_\_\_\_\_
  - Total price for the engagement \$ 41,500
3. The reporting entity contains the following discretely presented component units:  
N/A
4. Date Annual Financial Report or a trial balance will be available (if Contractor is assisting Entity prepare, please note that here: August 1, 2026
5. Number of copies of audit report Contractor will provide to Entity:  
7
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:  
N/A

7. The audit scope with regard to federal assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards equal to or in excess of \$1,000,000 during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

-OR-

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of less than \$1,000,000 during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**Certified Public Accountant**

**Printed Name:** \_\_\_\_\_

**Rudd & Company, PLLC**

Firm Name

By: **Dane Hancock** Digitally signed by Dane Hancock  
Date: 2026.01.29 09:23:28 -07'00'  
Authorized Representative

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

**Governmental Entity**

**Printed Name:** \_\_\_\_\_

**Helena Regional Airport Authority**

Entity Name

By: \_\_\_\_\_  
Authorized Representative

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

**Montana Department of Administration,  
Local Government Services Bureau**

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

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

APPENDIX B

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): **Helena Regional Airport Authority**

(406) 442-2821

Telephone:

Address:

**2850 Mercer Loop**

(Street Address or P.O. Box)

**Helena**

(City)

**MT 59602**

(Zip Code)

**Jeff Wadekamper, jwadekamper@helenaairport.com**

Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR) :

**Rudd & Company, PLLC**

(406) 585-3393

Telephone:

Address:

**3805 Valley Commons Drive, Suite 7**

(Street Address or P.O. Box)

**Bozeman**

(City)

**MT 59718**

(State/Zip Code)

**Dane Hancock, dhancock@ruddco.com**

Contact Person(s) and E-Mail Address(es)

1. Audit Periods and Dates of Engagement

- A. This audit will cover the fiscal year(s) ending **June 30, 2027** (and \_\_\_\_\_).
- B. Date to commence audit work: **August 2027**
- C. Date to submit final audit report to Entity and State: **March 31, 2028**

2. Time and Price for Engagement:

- A. Estimated Total Hours: **200**
- B. Price for audit personnel \$ **41,000**
- Price for travel \$ **1,500**
- Price for report preparation \$ \_\_\_\_\_
- Total price for the engagement \$ **42,500**

3. The reporting entity contains the following discretely presented component units:  
N/A

4. Date Annual Financial Report or a trial balance will be available (if Contractor is assisting Entity prepare, please note that here: **August 1, 2027**)

5. Number of copies of audit report Contractor will provide to Entity:  
**7**

6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:  
N/A

7. The audit scope with regard to federal assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards equal to or in excess of \$1,000,000 during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

-OR-

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of less than \$1,000,000 during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**Certified Public Accountant**

**Printed Name:** \_\_\_\_\_

**Rudd & Company, PLLC**

Firm Name

By: **Dane Hancock**

Digitally signed by Dane Hancock  
Date: 2026.01.29 09:24:45 -07'00'

Authorized Representative

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

**Governmental Entity**

**Printed Name:** \_\_\_\_\_

**Helena Regional Airport Authority**

Entity Name

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

Authorized Representative

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

**Montana Department of Administration,  
Local Government Services Bureau**

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

Approved

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

APPENDIX C

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): Helena Regional Airport Authority

(406) 442-2821

Telephone:

Address:

2850 Mercer Loop

(Street Address or P.O. Box)

Helena

(City)

, MT 59602

(Zip Code)

Jeff Wadekamper, jwadekamper@helenaairport.com

Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR) :

Rudd & Company, PLLC

(406) 585-3393

Telephone:

Address:

3805 Valley Commons Drive, Suite 7

(Street Address or P.O. Box)

Bozeman

(City)

MT 59718

(State/Zip Code)

Dane Hancock, dhancock@ruddco.com

Contact Person(s) and E-Mail Address(es)

1. Audit Periods and Dates of Engagement

A. This audit will cover the fiscal year(s) ending

June 30, 2028 (and \_\_\_\_\_).

B. Date to commence audit work: August 2028

C. Date to submit final audit report to Entity and State: March 31, 2029

2. Time and Price for Engagement:

A. Estimated Total Hours: 200

B. Price for audit personnel \$ 42,000

Price for travel \$ 1,500

Price for report preparation \$ \_\_\_\_\_

Total price for the engagement \$ 43,500

3. The reporting entity contains the following discretely presented component units:

N/A

4. Date Annual Financial Report or a trial balance will be available (if Contractor is assisting Entity prepare, please note that here: August 1, 2028

5. Number of copies of audit report Contractor will provide to Entity:

7

6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:

N/A

7. The audit scope with regard to federal assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards equal to or in excess of \$1,000,000 during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

-OR-

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of less than \$1,000,000 during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**Certified Public Accountant**

**Printed Name:** \_\_\_\_\_

**Rudd & Company, PLLC**

Firm Name

By: **Dane Hancock**

Digitally signed by Dane Hancock  
Date: 2026.01.29 09:27:43 -07'00'

Authorized Representative

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

**Governmental Entity**

**Printed Name:** \_\_\_\_\_

**Helena Regional Airport Authority**

Entity Name

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

Authorized Representative

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

**Montana Department of Administration,  
Local Government Services Bureau**

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

Approved

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

APPENDIX D

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): Helena Regional Airport Authority

(406) 442-2821

Telephone:

Address:

2850 Mercer Loop

(Street Address or P.O. Box)

Helena

(City)

MT 59602

(Zip Code)

Jeff Wadekamper, jwadekamper@helenaairport.com

Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR) :

Rudd & Company, PLLC

(406) 585-3393

Telephone:

Address:

3805 Valley Commons Drive, Suite 7

(Street Address or P.O. Box)

Bozeman

(City)

MT 59718

(State/Zip Code)

Dane Hancock, dhancock@ruddco.com

Contact Person(s) and E-Mail Address(es)

1. Audit Periods and Dates of Engagement
  - A. This audit will cover the fiscal year(s) ending \_\_\_\_\_ (and \_\_\_\_\_).
  - B. Date to commence audit work: \_\_\_\_\_
  - C. Date to submit final audit report to Entity and State: \_\_\_\_\_
2. Time and Price for Engagement:
  - A. Estimated Total Hours: \_\_\_\_\_
  - B. Price for audit personnel \$ \_\_\_\_\_
  - Price for travel \$ \_\_\_\_\_
  - Price for report preparation \$ \_\_\_\_\_
  - Total price for the engagement \$ \_\_\_\_\_
3. The reporting entity contains the following discretely presented component units: \_\_\_\_\_
4. Date Annual Financial Report or a trial balance will be available (if Contractor is assisting Entity prepare, please note that here: \_\_\_\_\_)
5. Number of copies of audit report Contractor will provide to Entity: \_\_\_\_\_
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows: \_\_\_\_\_

7. The audit scope with regard to federal assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards equal to or in excess of \$1,000,000 during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

-OR-

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of less than \$1,000,000 during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**Certified Public Accountant**

**Rudd & Company, PLLC**

Firm Name

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

Authorized Representative

**Printed Name:** \_\_\_\_\_

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

**Governmental Entity**

**Helena Regional Airport Authority**

Entity Name

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

Authorized Representative

**Printed Name:** \_\_\_\_\_

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

**Montana Department of Administration,  
Local Government Services Bureau**

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

Approved

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

APPENDIX E

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): Helena Regional Airport Authority

(406) 442-2821

Telephone:

Address:

2850 Mercer Loop

(Street Address or P.O. Box)

Helena

(City)

, MT 59602

(Zip Code)

Jeff Wadekamper, jwadekamper@helenaairport.com

Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR) :

Rudd & Company, PLLC

(406) 585-3393

Telephone:

Address:

3805 Valley Commons Drive, Suite 7

(Street Address or P.O. Box)

Bozeman

(City)

MT 59718

(State/Zip Code)

Dane Hancock, dhancock@ruddco.com

Contact Person(s) and E-Mail Address(es)

1. Audit Periods and Dates of Engagement

A. This audit will cover the fiscal year(s) ending

(and ).

B. Date to commence audit work:

C. Date to submit final audit report to Entity and State:

2. Time and Price for Engagement:

A. Estimated Total Hours:

B. Price for audit personnel \$

Price for travel \$

Price for report preparation \$

Total price for the engagement \$

3. The reporting entity contains the following discretely presented component units:

4. Date Annual Financial Report or a trial balance will be available (if Contractor is assisting Entity prepare, please note that here: )

5. Number of copies of audit report Contractor will provide to Entity:

6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:

7. The audit scope with regard to federal assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards equal to or in excess of \$1,000,000 during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

-OR-

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of less than \$1,000,000 during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**Certified Public Accountant**

**Printed Name:**

**Rudd & Company, PLLC**

Firm Name

By:

Authorized Representative

Date:

**Governmental Entity**

**Printed Name:**

**Helena Regional Airport Authority**

Entity Name

By:

Authorized Representative

Date:

**Montana Department of Administration,  
Local Government Services Bureau**

By:

Approved

Date:



**Planning Department  
Lewis and Clark County**

316 N. Park Ave. Room 304 Helena, MT 59623  
Phone: 406-447-8347 Fax: 406-447-8398  
e-mail: [bocc@lccountmyt.gov](mailto:bocc@lccountmyt.gov)

**TITLE:**

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.) (Greg McNally)

**EXECUTIVE 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.

**COVER SHEET**

[Commission Packet SIA 4th Ext Request Heron Creek 4-6.pdf](#)



**Community Development and Planning**  
Lewis and Clark County

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



**STAFF REPORT**

**Date:** February 25, 2026

**To:** Board of County Commissioners

**From:** Greg McNally, Project Manager

**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, SUBD2026-002****

**OWNER/APPLICANT:**

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

---

**County Commission Meeting:**

**March 3, 2026 --- 9:00 a.m.**

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**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:**

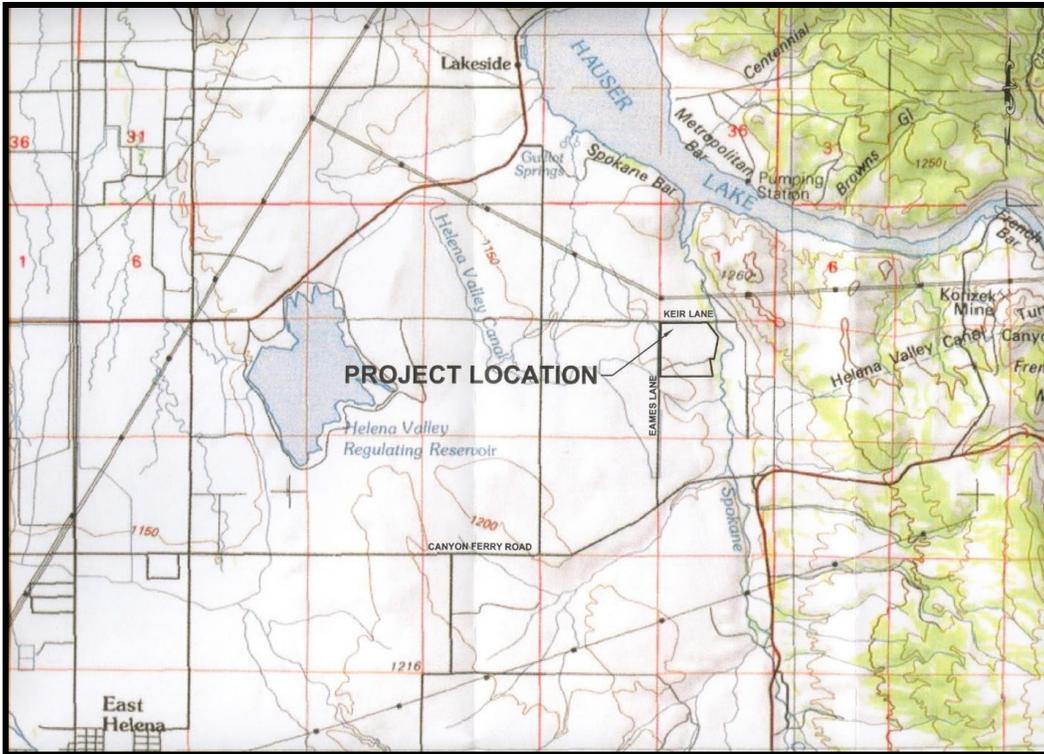
Approval of the Subdivision Improvements Agreement extension.

**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, SUBD2026-002.

**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 as lot sales has not warranted further expansion 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, 2027.

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 (\$591,531.25). These documents are included in Exhibit B and Exhibit C of the attached SIA. The letter of credit provided expires on March 8, 2027.

**VII. ATTACHMENTS**

1. Extension Request Application
2. Subdivision Improvements Agreement

SUB 2026-002



# Lewis and Clark County

Community Development and Planning

## EXTENSION REQUEST APPLICATION

City-County Building 318 North Park Avenue P O Box 1725 Helena, Montana 59624 (406) 447-8374

RECEIVED

FEB 25 2026

LEWIS & CLARK COUNTY

Community Development & Planning

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

- Subdivision Name: HERON CREEK - PHASES 4-6
- Applicant: SUSSEX CONST. & DEVEL. Phone: (day) <sup>406.</sup> 495.9663 (cell) <sup>406.</sup> 461.9663  
Mailing Address: 17 BANKERS LANE, MONTANA CITY, MT 59634
- Date Preliminary Approval was Granted: \_\_\_\_\_
- Date Subdivision was Filed with the Clerk and Recorder (if applicable): 2-15-22
- Have extensions for this subdivision been granted previously? (check one) YES  NO   
If YES, indicate date(s) of previous extension(s):  
3-7-23  
2-29-24  
3-4-25
- 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 SYSTEM IS 67% COMPLETE. BASED ON HOUSE SALES, FULL BUILDOUT OF THE WASTEWATER SYSTEM IS NOT YET WARRANTED.
- 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: [Signature]  
Applicant

2-25-26  
Date

**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, 2027.

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, 2027. The amount of the security is \$591,531.25. 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, 2027;
- (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.

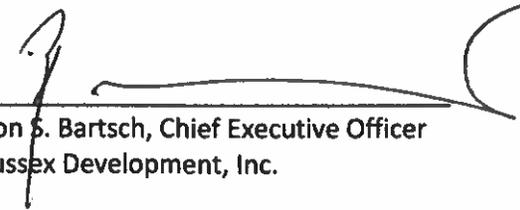
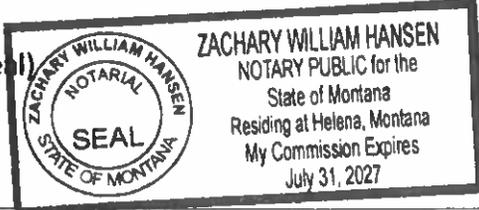
17. Third Party Rights: A person or entity not a party to this Agreement has no right of action under this Agreement. This Agreement is not intended for the benefit of contractors, suppliers, laborers, or others providing work, services, or materials. This Agreement is not intended for the benefit of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

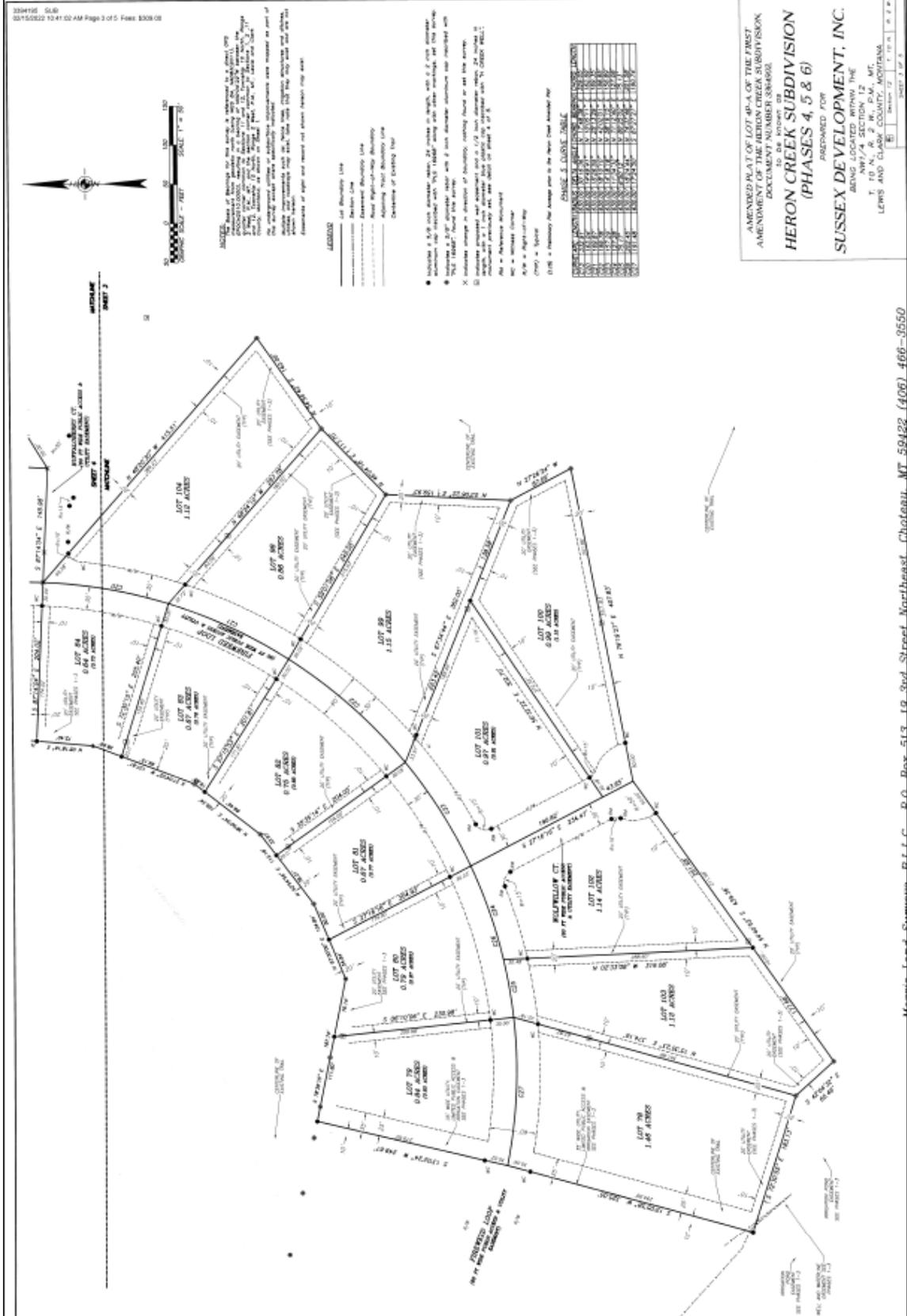
21. Severability: If any part, term, or provision of this Agreement is held by a court of law to be illegal, the illegality does not affect the validity of any other part, term, or provision, and the remaining rights of the parties will be construed as if the illegal part, term, or provision was never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

<p>Date: _____</p> <hr/> <p>Tom Rolfe, Chair Board of County Commissioners Lewis and Clark County</p> <p>ATTEST:</p> <p>Amy Reeves, Clerk and Recorder</p> <p>(Seal)</p>	<p>Date: <u>2-25-24</u></p> <p> Ron S. Bartsch, Chief Executive Officer Sussex Development, Inc.</p> <p>State of Montana County of <u>Lewis + Clark</u></p> <p>This instrument was acknowledged before me on <u>February 25<sup>th</sup> 2026</u> by <u>Ron S. Bartsch</u></p> <p> (Signature of notarial officer)</p> <p>(Seal) </p>
--	--

EXHIBITS: A, B, and C







Montana Land Development Commission, P.O. Box 513, 19 3rd Street, Northeast, Helena, MT 59422-4066, 406-251-3550

AMENDED PLAT OF LOT 4-6 OF THE FIRST AMENDMENT TO THE HERON CREEK SUBDIVISION TO BE KNOWN AS HERON CREEK SUBDIVISION (PHASES 4, 5 & 6) PREPARED FOR SUSSEX DEVELOPMENT, INC. BEING LOCATED WITHIN THE TOWNSHIP OF HERON CREEK, COUNTY OF LEWIS AND CLARK, MONTANA. T. 10 N., R. 23 W., P.M. 10. SECTION 17, T. 10 N., R. 23 W., P.M. 10.





**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.*



Water, Wastewater,  
Subdivision Design and  
Environmental  
Solutions

Casne &  
Associates,  
Inc.  
664 Logan Street  
P.O. Box 1173  
Helena, MT 59624-1173  
(406) 443-4636  
ryan@casneinc.com

Heron Creek Phases 4-6 Bonding Estimate  
Date of Estimate: February 19, 2026

This Estimate is intended to be all inclusive and reflect predicted costs to complete the project in accordance with DEQ approved plans & specifications, and applicable sections of MPWSS. 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
<b>Wastewater Treatment System Improvements</b>					
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	\$409,000.00	\$409,000.00
202	Remaining Twelve (15) Drainfield Zones with Two (2) Hydrotek Valves (installed & tested complete)	1	LS	\$57,225.00	\$57,225.00
	<i>Subtotal</i>				<b>\$466,225.00</b>
<b>Certification of Wastewater Treatment System &amp; Roadways</b>					
301	Construction Inspection	1	LS	\$3,500.00	\$3,500.00
302	Wastewater System Certification Package & As-Builts	1	LS	\$3,500.00	\$3,500.00
	<i>Subtotal</i>				<b>\$7,000.00</b>
	<b>Total Outstanding Work</b>				<b>\$473,225.00</b>
	<b>Total Bond Price (+ 25%)</b>				<b>\$591,531.25</b>

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

2/19/2026  
Date



EXHIBIT C  
Financial Guarantee



IRREVOCABLE LETTER OF CREDIT

**Borrower:** Sussex Construction Inc  
17 Bankers LN  
Montana City, MT 59634-9743

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

**Beneficiary:** LEWIS AND CLARK COUNTY  
316 N Park Ave  
Helena, MT 59623

**NO.: 267**

**EXPIRATION DATE.** This letter of credit shall expire upon the earlier of the close of business on 03-08-2027 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 Ninety-one Thousand Five Hundred Thirty-one & 25/100 Dollars (\$591,531.25) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight 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 02-26-2026," 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 Practice 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 26, 2026

LENDER:

OPPORTUNITY BANK OF MONTANA

By:   
Zach Hansen, Commercial Loan Officer



**Commissioner Office  
Lewis and Clark County**

316 N. Park Ave. Room 304 Helena, MT 59623  
Phone: 406-447-8347 Fax: 406-447-8398  
e-mail: [bocc@lccountmyt.gov](mailto:bocc@lccountmyt.gov)

**TITLE:** Board Appointment. (Roger Baltz)

**EXECUTIVE SUMMARY:**

- Forestvale Cemetery Board

**COVER SHEET**

[Bd Appointments 3-3-26.pdf](#)



TO: BoCC, Roger Baltz  
CONTACT: Brandi Grande  
DATE: March 3, 2026  
RE: Board Appointment

These candidates meet the qualifications for consideration of each board.

**Forestvale Cemetery Board – This is a 3 member board**

There is one vacancy on the board. Bette March applied. There were no other applicants.

**Action**

Staff recommends that the Commission consider the applicant to a partial term that will expire August 31, 2028.