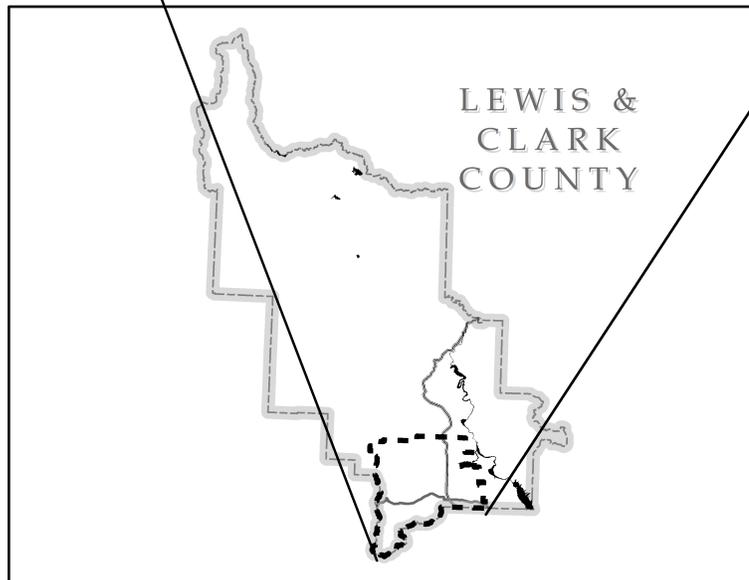
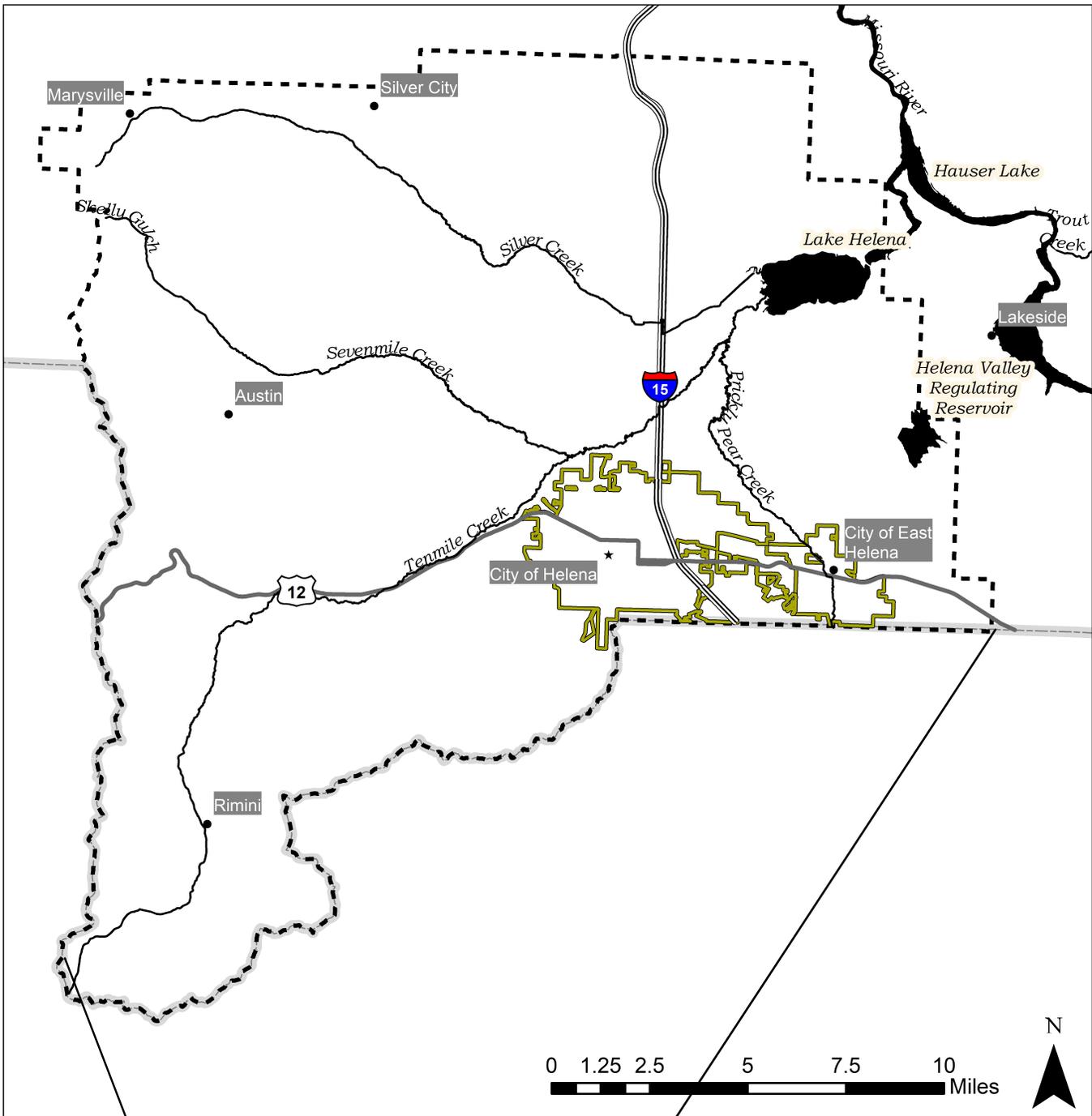




# Lewis and Clark County Water Quality Protection District

## Board Meeting Agenda Tuesday, February 24, 2026 4:00 pm Hybrid - In person and by Zoom

What (Content)	How (Process)	Who	Page	Time (When)
1. Call to Order & Establish Quorum –	Roll Call	Chair, Ed Kerins		4:00 p.m.
2. Review of Agenda	Present	Board	3	4:05 p.m.
3. Previous Minutes Review	Vote	Board	4	4:10 p.m.
4. Strategic Planning - Review Process <ul style="list-style-type: none"> <li>• Review mission, value and vision statements</li> <li>• 3-year strategic plan progress review</li> </ul>	Present	Jennifer McBroom	8	4:15 p.m.
5. Past Business NRDP – Re-watering Project	Discuss	Jennifer McBroom	31	4:45 p.m.
6. Board Member Round-Robin <ul style="list-style-type: none"> <li>• LCC Commissioner</li> <li>• City of Helena</li> <li>• City of East Helena</li> <li>• Board of Health</li> <li>• HCC</li> <li>• CD</li> <li>• Public at large – Mr. Johnson, Mr. Kerins, &amp; Ms. Johnson</li> </ul>	Present/ Discuss	Board	43	5:00 p.m.
7. Public Comment	Present	Board	44	5:15 p.m.
8. Adjourn Meeting	Present	Board		5:30 p.m.



**Water Quality Protection District Facts:**

**Total Acres: ~240,000**

**Total Square Miles: ~370**

**Miles of Stream: ~100**

**LEWIS & CLARK COUNTY  
WATER QUALITY PROTECTION DISTRICT  
Helena, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

**February 24, 2026**

**Agenda Item No.**

**2**

Minutes     Board Member Discussion     Staff & Other Reports     Action     Hearing of Delegation

**AGENDA ITEMS:** Review of Agenda

**PERSONNEL INVOLVED:** Board Members and Staff

**BACKGROUND:** Time is allowed for board members to review the agenda and place any items under action or to add any new agenda items.

**RECOMMENDATION:** n/a

ADDITIONAL INFORMATION ATTACHED

**BOARD ACTION:**

**NOTES:**

	M O T I O N	S E C O N D	A Y E	N A Y	A B S T A I N	O T H E R
D. Hammer						
P. Johnson						
E. Kerins						
R. Leland						
C. Payne						
S. Ohs-Mosley						
A. Johnson						
D. Dahl						

**LEWIS & CLARK COUNTY  
WATER QUALITY PROTECTION DISTRICT  
Helena, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

**February 24, 2026**

**Agenda Item No.**

**3**

Minutes    Board Member Discussion    Staff & Other Reports    Action    Hearing of Delegation

**AGENDA ITEMS:** Minutes of the January 27, 2026 meeting

**PERSONNEL INVOLVED:** Board Members

**BACKGROUND:** Upon agreement, the minutes represent official actions of the Water Quality Protection District. Every effort is made to have these recommended minutes accurately portray the proceedings and procedures of the board.

**RECOMMENDATION:** Approval

X ADDITIONAL INFORMATION ATTACHED

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**BOARD ACTION:**

**NOTES:**

	M O T I O N	S E C O N D	A Y E	N A Y	A B S T A I N	O T H E R
D. Hammer						
P. Johnson						
E. Kerins						
R. Leland						
S. Ohs-Mosley						
C. Payne						
A. Johnson						
D. Dahl						

**LEWIS AND CLARK COUNTY  
WATER QUALITY PROTECTION DISTRICT  
BOARD MEETING**

Hybrid – Zoom  
January 27, 2026

**Members Present:**

Adel Johnson, Vice Chair, Sheri Ohs-Mosely, Patrick Johnson, Diana Hammer, Ryan Leland and Commissioner Candace Payne

**Staff & Guests Present:**

Jennifer McBroom, Gary Burton, Fred Sargeson, Kegan McClanahan Kierstin LaRoche, Sandy Whittington

Ms. Johnson, Vice Chair, called the 288<sup>th</sup> meeting of the Lewis and Clark County Water Quality Protection District (WQPD) Board of Directors (Board) to order at 4:00 p.m. A quorum was established. Introductions of Board members and WQPD staff were made.

**REVIEW OF AGENDA**

The agenda was reviewed and approved with no changes.

**MINUTES**

The Vice Chair, Ms. Johnson, requested a review of the minutes, and no changes were requested.

**QTR 3 Finance Reports**

Ms. McBroom presented Q3 fiscal budget overview, highlighting key line items and financial metrics for Fund 203. She noted that payroll and personnel costs were on track, with 50% of the year completed, and revenue was at 57% of projections. Ms. McBroom explained that the ending cash balance of \$340,000, exceeded the 90-day threshold of \$121,000, and discussed the rewatering project Fund 140, which had a remaining budget of \$26,626 after spending \$7,500 this fiscal year.

Ms. McBroom explained the history and status of two projects: the USGS Gage project and the Rewatering project on Prickly Pear Creek. She clarified that the USGS Gage project is no longer a cost-sharing program with USGS, as it has transitioned to a different funding arrangement between Lewis & Clark County Public Works and the City of Helena. The Rewatering project, which started as a pilot project funded by DEQ in 2008, is now fully funded by the Bonneville Environmental Foundation. Ms. McBroom also mentioned that they received \$125,000 from a DOJ Natural Resource Damage (NRDP) Program, which they plan to use for the Rewatering project along with an additional \$25,000 they already have.

Ms. McBroom discussed a successful water rewatering project that provided irrigation to roughly 28 farmers during the dry season. An arrangement with the Helena Valley

Irrigation District to convey the alternate source of water costs \$12,000 annually. Ms. McBroom explained that Fund 140's financial arrangement involves invoicing the NRDP when funds are needed. Ms. McBroom then provided an update on the Grizzly Gulch project, which has remaining grant funds of \$3,144, the DEQ forfeited bond and the CD grant, totaling around \$18,000, which will be used for fencing, seeding, and revegetation in the spring.

Ms. McBroom concluded the financial updates with the ARPA Arsenic/Uranium Pilot Program summary. The arsenic and uranium program originated in 2022 from a \$27,000 grant. The program has completed 389 tests for \$15,560, with 13 homeowners taking advantage of treatment options, leaving about \$7,500 for treatment support.

### **LETTER FROM THE CHAIR-BOARD UPDATES**

Vice Chair, Ms. Johnson, led a review of the Chairs' letter to the board regarding adding a permanent agenda item for reporting opportunities from the board members. The board agreed with the proposed agenda line item.

### **PAST BUSINESS-CD/DIRECT OUTREACH**

The Vice Chair, Ms. Johnson, reviewed the past business from the Conservation District meeting, including the flyers used to promote upcoming events.

The Vice Chair asked whether any discussion was needed regarding the Grizzly Gulch After Action Report in the FYI section providing an overview of the Grizzly Gulch project. Mr. Johnson noted that the lessons learned from the project will benefit the board in future efforts. Mr. Leland emphasized the importance of having all project details documented in writing due to the realities of conducting business.

The Vice Chair also inquired about training for future projects. Mr. Sargeson, Operations Manager for LCPH, informed the board that staff plan to incorporate project-specific training prior to initiating future projects.

### **MEMBER DISCUSSION**

Ms. Hammer asked Mr. Leland for an update on the water rights issue in Helena. Mr. Leland reported that the Walker Creek issue has a court-appointed water commissioner. A new diversion along with electronic flow gages will be installed to monitor flow. Mr. Leland further explained the ongoing water rights dispute involving the RV ranch, noting that both DEQ and EPA are now engaged. A hearing is scheduled for January 29. He added that the City of Helena is not directly involved in the dispute beyond its obligation to maintain a minimum flow of 1 CFS in the creek, as required under its agreement with Fish, Wildlife & Parks.

Mr. Johnson asked about water rights issues in East Helena involving DNRC and the proposed 6,000-lot subdivision.

Mr. Leland stated that no hearings have been scheduled regarding the exempt well issues currently affecting East Helena. Mr. Johnson shared observations from a recent farm convention he attended in Great Falls, noting the variety of equipment, irrigation systems, and pumps displayed.

Mr. Leland also provided updates on several projects. He reported that Phases 1 and 2 of the Crosstown Connector are complete, with hopes to resume work in early spring. He then noted that the joint infrastructure study with the county is nearing completion. He concluded with an update on the Reeders Alley project, which includes installation of two new lines and a needed fire line.

The board held a brief discussion regarding the Burnham land recently purchased by the City of Helena. It was noted that PFAS contamination has been monitored and that testing indicates the land is safe for use. Ms. Ohs-Mosley asked about the potential source of PFAS. Ms. Johnson commented that it may originate from Army Aviation Support operations or firefighting training facilities.

Mr. Johnson also shared information about a new regional water system installed near the Tiber Reservoir by Conrad, Montana, which now connects several small towns.

The board discussed growing concerns about water scarcity in many communities and the potential impacts posed by data centers building in the Northwest. Ms. Ohs-Mosley noted that such businesses may not fully recognize the extent of agriculture in the region and its significant water needs. Mr. Johnson added that interest from data centers may be influenced by the region's cooler climate, as these facilities generate substantial heat and benefit from cooler environments.

## **PUBLIC COMMENT**

There was no public comment.

Next meeting will be February 24, 2026, at 4:00 p.m.

There being no public comment; the meeting was adjourned at 5:03.

**LEWIS & CLARK COUNTY  
WATER QUALITY PROTECTION DISTRICT  
Helena, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

**February 24, 2026**

**Agenda Item No.**

**4**

Minutes     Board Member Discussion     Staff & Other Reports     Action     Hearing of Delegation

**AGENDA ITEMS: Strategic Planning – Review Process**

**PERSONNEL INVOLVED: Ms. McBroom and board members**

**BACKGROUND: LCPH Strategic Plan every three years**

**ADDITIONAL INFORMATION ATTACHED**

**BOARD ACTION:**

**NOTES:**

	M O T I O N	S E C O N D	A Y E	N A Y	A B S T A I N	O T H E R
D. Hammer						
P. Johnson						
E. Kerins						
R. Leland						
A. Johnson						
C. Payne						
D. Dahl						
S. Ohs-Mosley						

## Strategic Plan Review

The purpose of this strategic plan review is to start the process of developing a new 3-year strategic plan as the current one ends June 30<sup>th</sup>. The review is to ensure that the Water Quality Protection District's (WQPD) mission, vision, values, and strategic priorities remain aligned with current community expectations and emerging water quality challenges. The WQPD Board (Board) plans a critical role in guiding the long-term direction of the WQPD and ensuring that our efforts are effective, coordinated, and sustainable.

It is important to revisit and reaffirm the WQPD's Mission, Vision, and Value statements. These statements define why we exist, what future we are working toward, and the principles that guide how we conduct our work. The review provides an opportunity to confirm their continued relevance or identify necessary updates.

The Strategic Plan outlines the WQPD's priority focus areas, goals, measurable objectives, and key activities designed to protect and improve water quality and quantity. The plan reflects current conditions in our boundaries, including non-point source pollution challenges, infrastructure needs, monitoring priorities, community outreach efforts, and partnership development. Each goal is supported by objectives and activities intended to provide clear direction and accountability.

For our February meeting and over the next few months, the Board is asked to:

1. Reaffirm Mission, Vision and Value statements (Feb)
  - a. Are they still relevant?
  - b. Do they reflect stakeholder priorities?
  - c. What are you as the board trying to achieve?
2. Review Current Performance and Identify external trends and internal challenges.(Feb)
3. Evaluate whether strategic goals align with current and anticipated water quality challenges.
4. Identify gaps, redundancies, or emerging priorities.
5. Also consider, if we are successful, what does it look like.

This review ensures that the WQPD remains proactive, transparent, and responsive in preserving, protecting, and improving local water resources.

Lewis and Clark County  
Water Quality Protection District  
**Strategic Plan FY2024-2026**  
July 1, 2023 -June 30, 2026

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**MISSION**

*To preserve, protect, and improve water quality and quantity within District boundaries.*

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**VALUES**

We strive for **competent, knowledgeable stewardship** of the environment.

We practice **transparent** and **accountable** service.

We maintain a **culture of leadership, service, commitment, and integrity.**

We **collaborate** with partners, customers, and our community to preserve, protect, and improve water resources.

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**VISION**

Every resident has access to sustainable and clean water and uses the water responsibly.

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**WQPD is best at:**

- Leader in identifying and sharing important water quality and quantity issues and information
- Technical studies and monitoring
- Interpreting technical information and translating it for a wide variety of audiences, from community leaders to individual well owners
- Education and Outreach
- Partner or lead in restoration projects

- Partner in water quality and water quantity education, outreach, and decision-making
- Responsiveness to public and leadership questions and critical issues
- Trusted resource

**Priorities:**

1. Ensuring leaders, landowners, and citizens understand and are empowered to make good water decisions
2. Understanding climate change, hydrologic and meteorologic conditions, and weather extremes
3. Addressing water related implications of growth and water quality
4. Data are collected, understood, and shared. The WQPD is a long-term compiler and authority on high quality data.

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## GOALS AND OBJECTIVES

**Goal 1: Improve the public’s support for and understanding of WQPD mission.**

**Objective 1.1: Provide education to improve and enhance understanding of water issues.**

<b>Actions</b>
1.1.1: Work with strategic partners to provide information on important water issues.
1.1.2: The WQPD will develop annual outreach programs
1.1.3: Develop and implement - Water Conservation Plan

**Objective 1.2: Provide access to clear, concise data and information on public platforms.**

<b>Actions</b>
1.2.1: Update Quality Assurance documentation for WQPD data collection activities as needed. Update with SOPs to include wells, SW, data management as appendices
1.2.2: Reassess the network to ensure priority areas are being monitored
1.2.3: Create and maintain a data management system for the WQPD surface and groundwater data
1.2.4: Create and maintain ESRI tools to display WQPD collected data

**Objective 1.3: Encourage public participation in all district activities.**

<b>Actions</b>
1.3.1: Promote activity through social media, printed materials, earned media, and other channels
1.3.2: Distribute water quality sampling options to interested residents

**Goal 2: Design and implement projects that protect and improve water quality and water quantity.**

**Objective 2.1: Reassess and operate WQPD’s surface water and groundwater monitoring network.**

<b>Actions</b>
2.1.1: Develop and review written work plans on monitoring networks on an annual basis
2.1.2: Collect groundwater measurements and sampling based on the annual plan schedule
2.1.3: Collect surface water measurements and sampling based on the annual plan schedule
2.1.4: Provide groundwater sampling at residential locations as needed

**Objective 2.2: Identify, prioritize, and implement project opportunities.**

<b>Actions</b>
2.2.1: Work with landowners and strategic partners to improve riparian areas and other water related projects
2.2.2: Work with partners on water resources, research, and other related projects.

**Objective 2.3: Encourage public participation across all WQPD activities.**

<b>Actions</b>
2.3.1: Develop and implement a volunteer effort in the Lake Helena Watershed

**Objective 2.4: Identify, prioritize, and implement funding opportunities.**

<b>Action</b>
2.4.1: Research and apply for appropriate grant opportunities

**Goal 3: Inform public policies for the management of water quality and quantity.**

**Objective 3.1: Provide issue-specific information to stakeholders and decision makers**

<b>Actions</b>
3.1.1: Provide information to the general public
3.1.2: Collaborate with City and County planning, sanitation, and developers on new developments
3.1.3: Collaborate and provide information to County Commissioners

**Objective 3.2: Advocate for legislation that supports the WQPD’s activities.**

<b>Actions</b>
3.2.1: Provide or present information to Legislative committees during the session
3.2.2: Research and track bills that affect the WQPD

**Goal 4: Optimize internal organizational capacity to support the WQPD’s activities.**

**Objective 4.1: Maintain staffing and capacity levels to ensure ability to carry out WQPD priorities, within the base budget.**

4.1.1: Ensure that adequate technical and supervisory staffing is funded annually
4.1.2: Create Updated recruiting and retention (check – in) plans as needed

**Objective 4.2: Provide for training to WQPD staff and Board**

<b>Actions</b>
4.2.1: Provide WQPD staff with adequate training
4.2.2: Provide WQPD board orientation and ongoing board development and education

**Objective 4.3: Develop internal policies and procedures that enhance WQPD operations**

<b>Actions</b>
4.3.1: Write and maintain updated policy that directs WQPD responses to public requests and queries
4.3.2: Develop and maintain procedures for external and internal review of documentation for public dissemination
4.3.3: Develop, implement, and evaluate staff work plans
4.3.4: Project protocol – Procedure, budget, and reporting process including research and data review procedures for funding requests
4.3.5: Update the Outreach & Education process and protocols for dissemination

**Objective 4.4: Identify and implement Quality Improvement projects**

<b>Actions</b>
4.4.1: Evaluate WQPD protocols and conduct a Plan, Do, Study, Act when necessary
4.4.2: Update QI project to track customer service

**Objective 4.5: Study and plan for WQPD Boundary Expansion to meet needs of the community and resources.**

<b>Actions</b>
4.5.1: Investigate scientific case for boundaries that support mission of the WQPD
4.5.2: Conduct activities to understand options for District expansion

## **Review Process**

Each year, the board and staff will review progress on each goal, objective, and action.

- What worked well?
- What data and information does the WQPD have that indicates success?
- What challenges were encountered?
- Should the action be continued or changed in some way to better fulfill the mission of the Water Quality Protection District?
- Identify specific activities within an action for the following year (staff).

Budget: A budget will be developed, and resources assigned to objectives and goals. It is important to note that many actions primarily involve staff time, so overall guidance from the board is useful when the staff has to choose between specific activities over the course of the year.

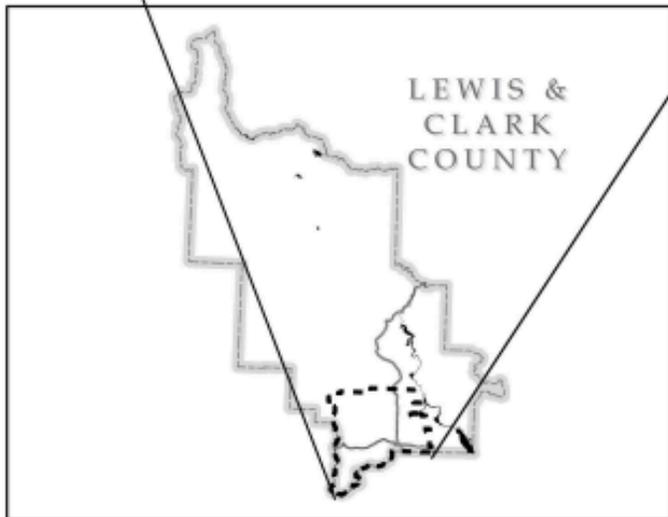
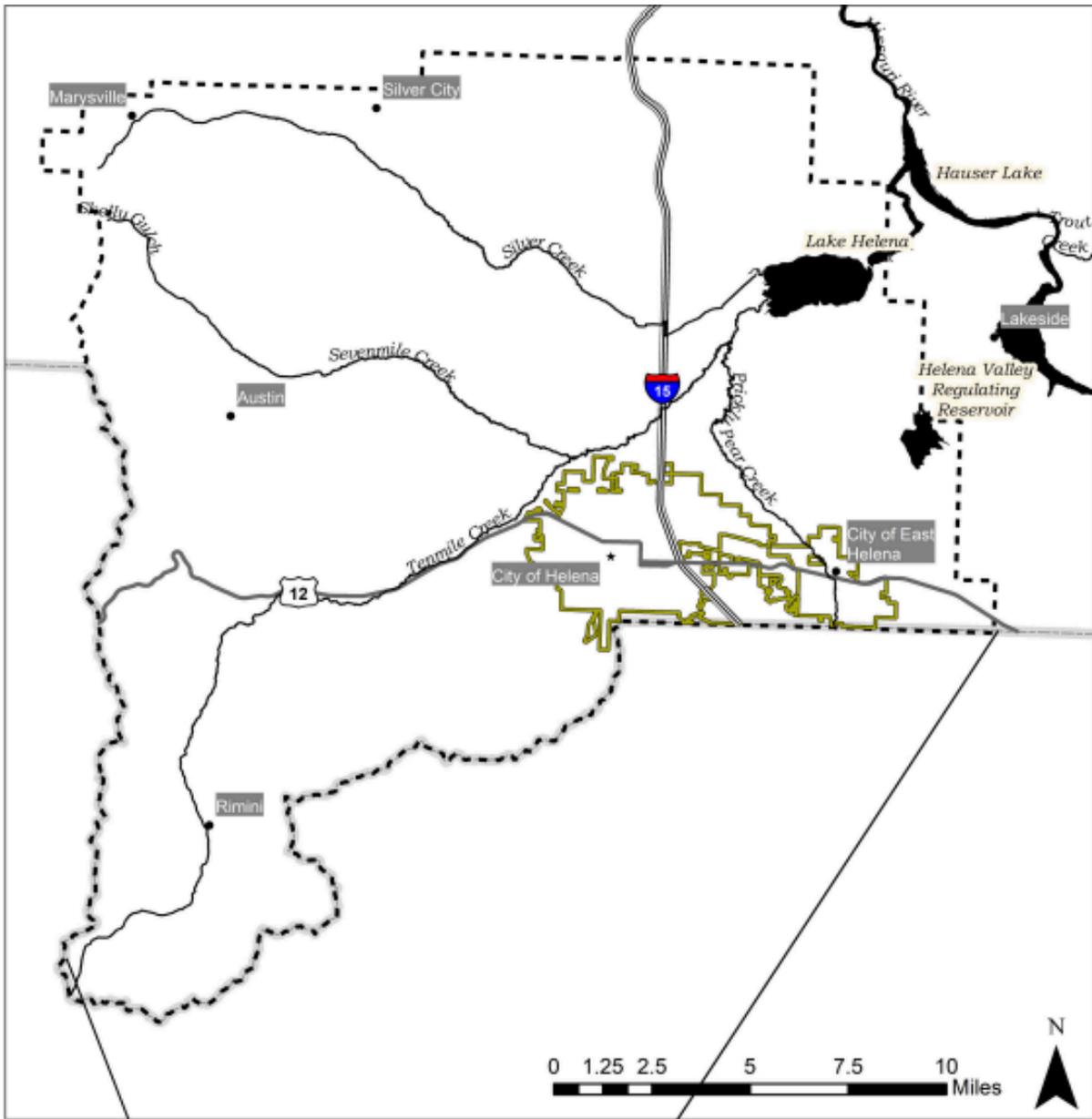
After the review is completed, the staff shall update the actions, work plans, and budget for the following fiscal year.



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

**Strategic Plan  
in Review**

**Strategic Plan  
FY2024-2026  
July 1, 2023 - June 30, 2026**



**Water Quality Protection District Facts:**

**Total Acres: ~240,000**

**Total Square Miles: ~370**

**Miles of Stream: ~100**

Map Created on: 2/14/2019

# Goal 1: Improve the public's support for and understanding of the WQPD's mission.

## Objective 1.1: Provide educational opportunities to improve and enhance understanding of water issues.

<p>Activity: Work with strategic partners to provide information on important water issues.</p>	<p>Activity: Develop annual outreach programs</p>	<p>Activity: Develop and implement water conservation plan</p>
<p>Performance Metric/Target: Work with four partners for events</p>	<p>Performance Metric/Target: Develop at least one outreach program</p>	<p>Performance Metric/Target: Identify WQPD role and develop a water conservation plan</p>
<p>Complete Examples:</p> <ul style="list-style-type: none"> <li>• Watershed Festival</li> <li>• As/U Pilot Program</li> <li>• Well &amp; Septic Workshop</li> <li>• Rain Barrel workshops</li> <li>• WQ Day at the Rotunda</li> <li>• LHWG Annual meeting</li> <li>• Free Manganese sampling</li> <li>• Farmers Market</li> <li>• MT Youth Elders</li> <li>• Helena Valley Flood Com.</li> <li>• PPC Water Users Assoc.</li> <li>• HOA's</li> <li>• PFAS with the N.G.</li> </ul>	<p>Annual Outreach programs On-going</p>	<p>Initial plan to develop plan was halted by USGS/DNRC. Need to pivot/defer.</p>

## Objective 1.2: Provide access to clear, concise data and information on public platforms.

<p>Activity: Update Quality Assurance documentation for the WQPD data collection activities as needed.</p>	<p>Activity: Reassess the networks to ensure priority areas are being monitored.</p>	<p>Activity: Create and maintain a data management system for the WQPD surface and groundwater data.</p>	<p>Activity: Create and maintain ESRI tools to display WQPD collected data.</p>
<p>Performance Metric/Target: Update annually</p>	<p>Performance Metric/Target: Annual reassessment</p>	<p>Performance Metric/Target: Create a data management system</p>	<p>Performance Metric/Target: Transition over to new platform</p>
<p><b>Complete</b> Quality Assurance document completed in April 2025.</p>	<p><b>Complete</b> Both GW and SW networks assessed annually. Both GW &amp; SW complete for 2026.</p>	<p><b>Complete</b> Data management system developed. Updated monthly as data is collected.</p>	<p><b>Complete</b> WQPD Website displays collected data.</p>

## Objective 1.3: Encourage public participation across all WQPD activities.

<p>Activity: Promote activity through social media and printed materials, earned media and other channels</p>	<p>Activity: Distribute water quality sampling options to interested homeowners</p>
<p>Performance Metric/Target: 12 messages on either conservation, activity or event annually</p>	<p>Performance Metric/Target: 20 kits distributed annually</p>
<p style="text-align: center; color: green;"><b>Complete</b></p> <p style="text-align: center;">Examples:</p> <ul style="list-style-type: none"> <li>• Project Reports - Rewatering, Unionville,</li> <li>• Raven Road</li> <li>• Facebook posts - Averaged over 15 annually</li> <li>• Radio Ads</li> <li>• Newsletters</li> <li>•</li> </ul>	<p style="text-align: center; color: green;"><b>Complete</b></p> <p>Due to the free Arsenic and Uranium sampling kits average well over the 20 kits annually  Example: QTR 2 FY 26 - 129 kits handed out.</p>

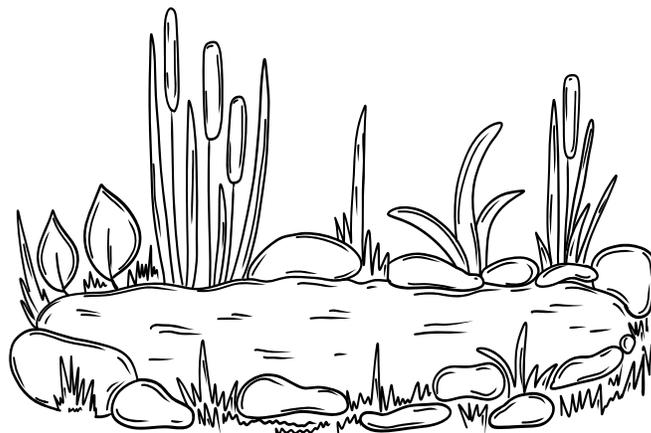
# Goal 2: Design and implement projects that protect and improve water quality and water quantity.

## Objective 2.1: Reassess and operate WQPD's surface water and groundwater monitoring network.

<p>Activity: Develop and review written workplans on monitoring networks/projects on an annual basis</p>	<p>Activity: Collect groundwater measurements and sampling based on the annual plan schedule</p>	<p>Activity: Collect surface water measurements and sampling based on the annual plan schedule</p>	<p>Activity: Provide groundwater sampling at residential locations as needed</p>
<p>Performance Metric/Target: Update annually</p>	<p>Performance Metric/Target: Collect measurements and sampling annually</p>	<p>Performance Metric/Target: Collect measurements and sampling annually</p>	<p>Performance Metric/Target: 10 residential samples FY 25</p>
<p><b>Complete</b> Both GW &amp; SW workplans are developed after the assessments are complete.</p>	<p><b>Complete</b> Typically written as 82 monthly wells with 246 measurement - 76 quarterly wells with 73 with 73 measurements. Sampled North Hills and Unionville</p>	<p><b>Complete</b> All sites for flow in FY 24, 25 &amp; 26 (12)  No sampling</p>	<p><b>Number too high.</b> Typically 1 or 2 annually.</p>

## Objective 2.2: Identify, prioritize and implement project opportunities.

<p>Activity: Work with landowners and contributing partners to improve riparian area and other water related projects.</p>	<p>Activity: Work with partners on water resources and other related projects.</p>
<p>Performance Metric/Target: Improve riparian areas</p>	<p>Performance Metric/Target: Assist Partners on water resource projects</p>
<p>Complete Grizzly Gulch</p>	<p>Conservation District DNRC</p>



## Objective 2.3: Encourage public participation across all WQPD activities.

Activity: Develop and implement a volunteer effort in the Lake Helena Watershed	Activity: Connect with at least three landowners to participate in projects to protect and improve water quality and quantity.
Performance Metric/Target: Development of a volunteer effort	Performance Metric/Target: 3 landowners by end of FY 26
FY 24 - Started effort with BSWC <span style="color: green;">Did not complete</span>	<span style="color: green;">Did not complete</span> North Hills Project (10)



## Objective 2.4: Identify, prioritize and implement funding opportunities.

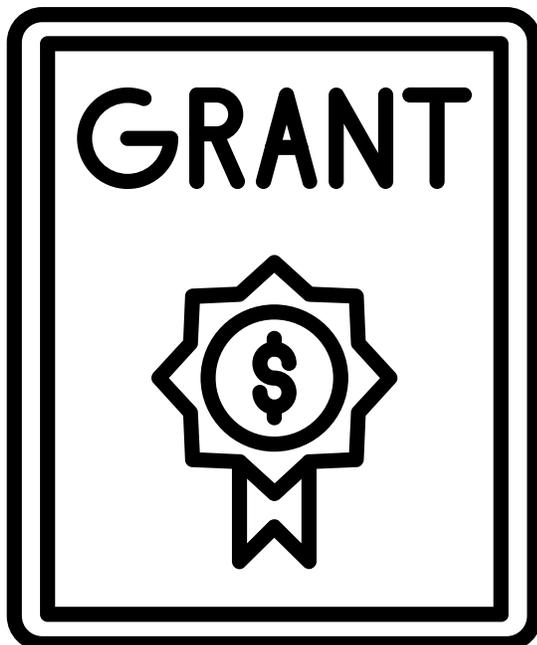
Activity: Research and apply for appropriate grant opportunities.

Performance Metric/Target: Apply as opportunities for projects/programs arise.

Complete

DNRC for Grizzly Gulch - 2 grants

Currently applying for DEQ 319 Capacity Grant - Update WRP



# Goal 3: Inform public policies for the management of water quality and quantity.

## Objective 3.1: Provide issue-specific information to stakeholders and decision makers.

<p>Activity: Provide information to the general public</p>	<p>Activity: Collaborate with City and County planning, sanitarians and developers on new developments</p>	<p>Activity: Collaborate and provide information to County Commissioners</p>
<p>Performance Metric/Target: Yes/No</p>	<p>Performance Metric/Target: Yes/No</p>	<p>Performance Metric/Target: Yes/No</p>
<p><b>Complete</b> Examples: Website Project Summary Sheets - Unionville, Emerald Ridge update, Water Conservation, North Hills, Story Maps on GG</p>	<p><b>Complete</b> On-going meetings with sanitarians and planning</p>	<p><b>Complete</b> As needed</p>



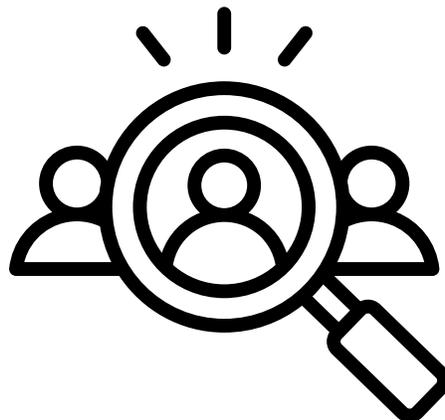
## Objective 3.2: Advocate for legislation that supports the WQPD's activities.

<p style="text-align: center;">Activity: Provide or present information to Legislative committees and the session</p>	<p style="text-align: center;">Activity: Research and track bills and in the interim that affect the WQPD</p>
<p style="text-align: center;">Performance Metric/Target: Opportunity to present Yes/No</p>	<p style="text-align: center;">Performance Metric/Target: Number of bills tracked</p>
<p style="color: green;">As needed</p> <p>Tenmile Complaint</p>	<p style="color: green;">Tracked</p> <p>Example Exempt wells</p>

# Goal 4: Optimize internal organizational capacity to support the WQPD's activities.

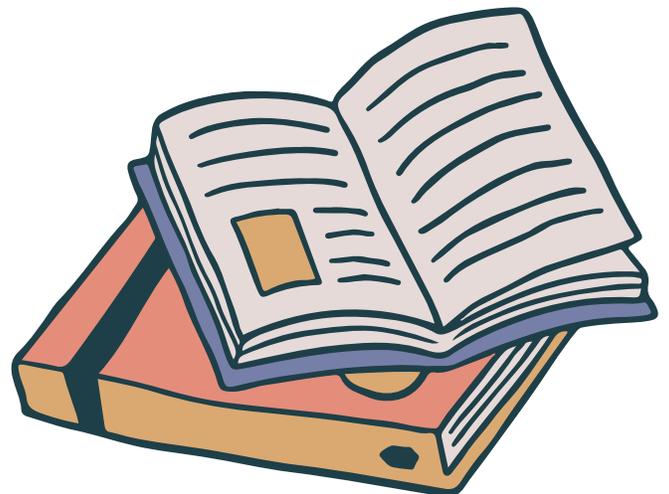
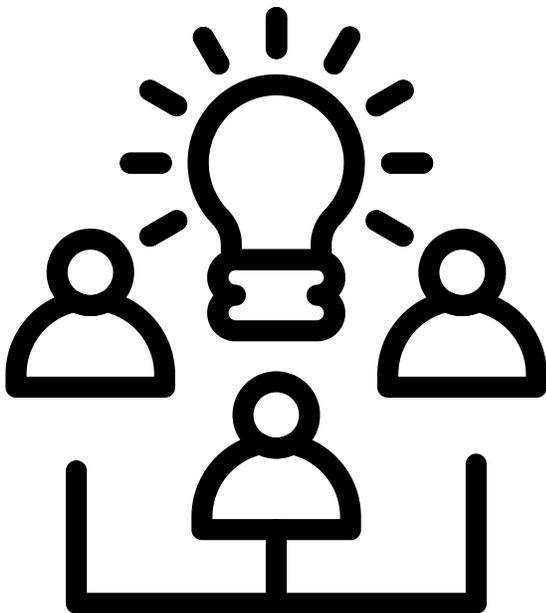
Objective 4.1: Maintain staffing and capacity levels to ensure ability to carry out WQPD priorities within the base budget.

Activity: Ensure that adequate technical and supervisory staffing is funded annually	Activity: Create and update recruiting and retention plans as needed
Performance Metric/Target: Review budget annually.	Performance Metric/Target: Plans as needed
Complete Review budget annually	Not completed



## Objective 4.2: Provide for training to WQPD staff and Board

Activity: Provide WQPD staff with adequate training	Activity: Provide WQPD Board orientation and ongoing board development and education
Performance Metric/Target: Provide appropriate training	Performance Metric/Target: Provide Board with a WQPD orientation and BD development opportunities Yes/No
Complete In budget review	As needed



## Objective 4.3: Develop internal policies and procedures that enhance WQPD's operations

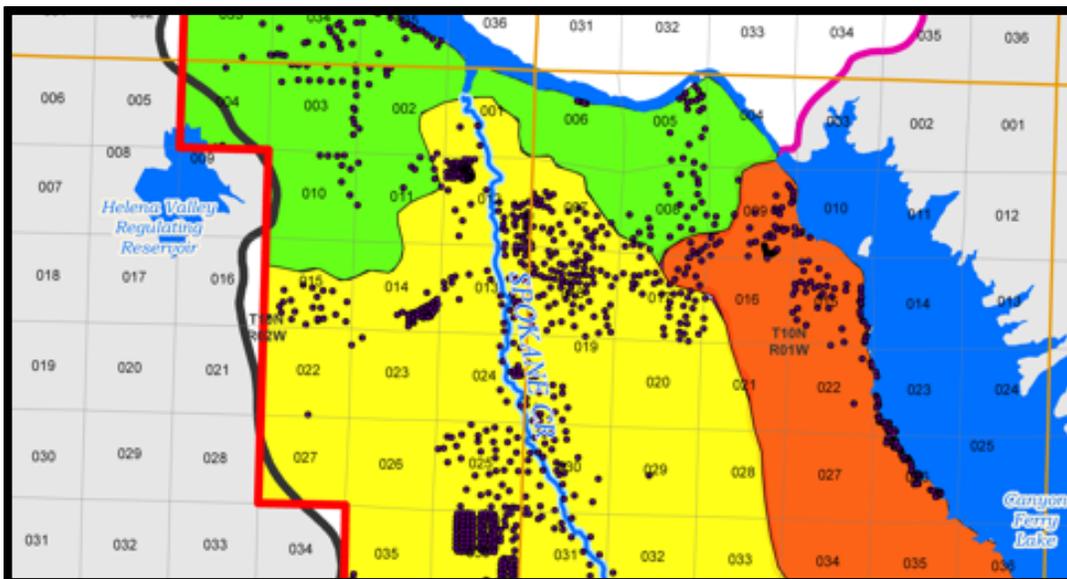
<p>Activity: Write and maintain updated policy that directs WQPD responses to public requests and queries.</p>	<p>Activity: Develop and maintain procedures for external and internal review of documentation for public dissemination.</p>	<p>Activity: Develop, implement and evaluate staff work plans.</p>	<p>Activity: Project Protocol - Procedure, budget, reporting process including research and data review procedures for funding requests.</p>	<p>Activity: Update the Outreach and Education process and protocols for dissemination</p>
<p>Performance Metric/Target</p>	<p>Performance Metric/Target</p>	<p>Performance Metric/Target As Needed</p>	<p>Performance Metric/Target: As Needed</p>	<p>Performance Metric/Target: As needed</p>
<p>Complete</p>	<p>Not Complete</p>	<p>On-going</p>	<p>Complete</p>	<p>On-going</p>

# Objective 4.4: Identify and Implement Quality Improvement Projects

<p>Activity: Evaluate WQPD protocols and conduct a Plan, Do, Study, Act when necessary</p>	<p>Activity: Update Quality Improvement project to track customer service</p>
<p>Performance Metric/Target: 1 QI project for</p>	<p>Performance Metric/Target: As needed</p>
<p><b>On-going</b> Map of subdivision progress</p>	<p><b>Complete</b></p>

# Objective 4.5: Study and plan for WQPD's Boundary Expansion to meet needs of the community and resources.

<p>Activity: Investigate scientific case for boundaries that support the mission of the WQPD</p>	<p>Activity: Conduct activities to understand options for WQPD expansion</p>
<p>Performance Metric/Target</p>	<p>Performance Metric/Target</p>
<p>Not complete</p>	<p>Not complete</p>



**LEWIS & CLARK COUNTY  
WATER QUALITY PROTECTION DISTRICT  
Helena, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

**February 24, 2026**

**Agenda Item No.**

**5**

Minutes    Board Member Discussion    Staff & Other Reports    Action    Hearing of Delegation

**AGENDA ITEMS: Past Business – NRDP Re-watering Project**

**PERSONNEL INVOLVED: Ms. McBroom and board members**

**BACKGROUND: Business discussed at previous board meetings**

ADDITIONAL INFORMATION ATTACHED

**BOARD ACTION:**

**NOTES:**

	M O T I O N	S E C O N D	A Y E	N A Y	A B S T A I N	O T H E R
D. Hammer						
P. Johnson						
E. Kerins						
R. Leland						
S. Ohs-Mosley						
C. Payne						
A. Johnson						
D. Dahl						

**CONTRACT No. 90028**

**East Helena Prickly Pear Creek Rewatering Project**

THIS CONTRACT is entered into by and between the State of Montana, Department of Justice, Natural Resource Damage Program, (hereinafter referred to as "NRDP") and the Lewis and Clark County Water Quality Protection District (hereinafter referred to as "Contractor").

**1. EFFECTIVE DATE, DURATION, AND RENEWAL**

**1.1 Contract Term.** The Contract's initial term is upon contract execution through **June 30, 2031**, unless terminated earlier as provided in this Contract. In no event is this Contract binding on NRDP unless NRDP's authorized representative has signed it. The legal counsel signature approving legal content of the Contract and the procurement officer signature approving the form of the Contract do not constitute an authorized signature.

**1.2 Contract Renewal.** NRDP may renew this Contract under its then-existing terms and conditions in five-year intervals, or any interval that is advantageous to NRDP.

**2. SERVICES AND/OR SUPPLIES**

Contractor shall utilize NRDP funds to implement the Prickly Pear Creek Rewatering Project, as described in **Attachment A**, Scope of Work.

**3. CONSIDERATION/PAYMENT**

**3.1 Payment Schedule.** In consideration of the services to be provided, NRDP shall pay Contractor per **Attachment B**, Budget. The compensation, including all expenses incurred by the Contractor shall not exceed \$125,000.

**3.2 Payment Terms.** Unless otherwise noted in the solicitation document, NRDP has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of Contract execution in order to facilitate State's electronic funds transfer payments.

**3.3 Reference to Contract.** The Contract number **MUST** appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, NRDP is not obligated to pay the invoice.

**3.4 Submission of Invoices.** Invoices must be mailed to NRDP or emailed to DOJNRDPInvoice@mt.gov. Invoices must be submitted annually and will reflect the actual costs paid to implement the Rewatering Project for the project year. Contractor will note any match funding on the annual invoice.

1. The contractor will be paid and/or reimbursed as specified above after submission to NRDP of an invoice for the amount claimed.
2. Invoices will be submitted annually.

#### **4. ACCESS AND RETENTION OF RECORDS**

**4.1 Access to Records.** Contractor shall provide NRDP, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. NRDP may terminate this Contract under Section 11, Contract Termination, without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

**4.2 Retention Period.** Contractor shall create and retain all records supporting the services rendered for a period of eight years after either the completion date of this Contract or termination of the Contract.

#### **5. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

The Helena Valley Irrigation District is providing water to the Prickly Pear Creek Water Users Association (PPWU) through a subcontract with Contractor; Contractor is purchasing water from the BOR; and Contractor is funding a Prickly Pear Creek Water Commissioner. Other than these four subcontractors, Contractor may not assign, transfer, or subcontract any portion of this Contract without NRDP's prior written consent. (18-4-141, MCA) Contractor is responsible to NRDP for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and NRDP under this Contract.

#### **6. DEFENSE, INDEMNIFICATION / HOLD HARMLESS**

To the greatest extent allowed by the law, Contractor shall defend, indemnify and hold harmless NRDP and the State of Montana and their elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, demands, causes of action, liabilities, damages, judgments, expenses or fees, including the reasonable cost of defense thereof and attorney fees, arising or awarded in favor of Contractor's or its subcontractor's employees or agents or third parties for bodily or personal injuries, death, damage to property, or financial or other loss resulting or allegedly resulting in whole or part from (i) the services performed or products provided or (ii) other acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of NRDP.

#### **7. REQUIRED INSURANCE**

**7.1 General Requirements.** Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**7.2 Primary Insurance.** Contractor's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.3 Specific Requirements for Commercial General Liability.** Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and

property damage of **\$750,000** per occurrence and **\$1,500,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

**7.4 Specific Requirements for Automobile Liability.** Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

**7.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by NRDP. At the request of NRDP either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**7.6 Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by NRDP, P.O. Box 201425, Helena, MT 59620. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify NRDP immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. NRDP reserves the right to require complete copies of insurance policies at all times.

## **8. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to NRDP, P.O. Box 201425, Helena, MT 59620.

## **9. COMPLIANCE WITH LAWS**

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. 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 subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. 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.

## **10. DISABILITY ACCOMMODATIONS**

NRDP does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

## **11. CONTRACT TERMINATION**

Either party may terminate this contract at any time upon written notice by registered mail, or personal delivery of notice, to the other. In the event of termination, Contractor shall be paid for work performed or services rendered through the date of termination; and the original copies of all file materials prepared by or at the direction of Contractor prior to termination shall become the property of NRDP and shall be delivered to the NRDP within a reasonable time.

## **12. CONFORMANCE WITH CONTRACT**

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without both parties' prior written consent. Services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

## **13. LIAISONS AND SERVICE OF NOTICES**

**13.1 Contract Liaisons.** All project management and coordination on NRDP's behalf must be through a single point of contact designated as NRDP's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this Contract must be coordinated between NRDP's liaison and Contractor's liaison.

Alicia Stickney is NRDP's liaison  
1720 9<sup>th</sup> Avenue  
P.O. Box 201425  
Helena, MT 59620  
Telephone: (406) 444-1346  
E-mail: gmullen@mt.gov

Jennifer McBroom is Contractor's liaison  
Water Quality Protection District  
316 North Park  
Helena, MT 59623  
Telephone: (406) 457-8584  
E-mail: jmcbbroom@lccountymt.gov

**13.2 Notifications.** NRDP's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing.

#### **14. MEETINGS**

**14.1 Technical or Contractual Problems.** Contractor shall meet with NRDP's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and NRDP in the performance of their respective obligations, at no additional cost to the NRDP. NRDP may request the meetings as problems arise and will be coordinated by NRDP. State shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

**14.2 Progress Meetings.** During the term of this Contract, NRDP's Contract Liaison shall plan and schedule progress meetings with Contractor to discuss Contractor's and NRDP's progress in the performance of their respective obligations. These progress meetings will include NRDP's Contract Liaison, Contractor's Liaison, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide NRDP with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of NRDP to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

**14.3 Failure to Notify.** If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by NRDP, about which Contractor knew or reasonably should have known with respect to the period

during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

**14.4 NRDP's Failure or Delay.** For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of NRDP's failure or delay in discharging any NRDP obligation, NRDP shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If NRDP agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If NRDP does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

## **15. TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to NRDP or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. NRDP shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If NRDP terminates a project or this Contract for cause, then NRDP may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages NRDP may have sustained as a result of Contractor's breach.

## **16. CHOICE OF LAW AND VENUE**

Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees, except as provided in Section 6, Defense, Indemnification/Hold Harmless.

## **17. TAX EXEMPTION**

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

## **18. PERSONAL PROPERTY TAX**

All personal property taxes will be paid by Contractor.

## **19. AUTHORITY**

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**20. SEVERABILITY**

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

**21. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT**

**21.1 Contract.** This Contract consists of 11 numbered pages, including Attachments. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

**21.2 Entire Agreement.** These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

**22. WAIVER**

NRDP's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

**23. EXECUTION**

The parties through their authorized agents have executed this Contract on the dates set out below.

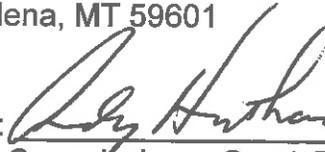
**STATE OF MONTANA**

**Department of Justice  
Natural Resource Damage Program  
1720 9<sup>th</sup> Avenue  
P.O. Box 201425  
Helena, MT 59620**

**LEWIS AND CLARK COUNTY**

**Lewis and Clark County Water Quality  
Protection District  
316 North Park  
Helena, MT 59601**

BY: \_\_\_\_\_  
Douglas H. Martin Date  
Restoration Program Chief

BY:  \_\_\_\_\_  
Commissioner Good-Giese Date  
12-15-2020

Approved as to Legal Content:

**ATTEST:**

  
\_\_\_\_\_  
Amy Reeves, Clerk of the Board

\_\_\_\_\_  
Legal Counsel Date

## ATTACHMENT A SCOPE OF WORK

### East Helena Prickly Pear Creek Rewatering Project

#### PURPOSE

The purpose of this Contract is for Contractor to implement the Prickly Pear Creek Rewatering Project (Rewatering Project) by purchasing water from the U.S. Bureau of Reclamation (BOR) and fund a Water Service Contract with the Helena Valley Irrigation District (HVID) to use the purchased water and leave water in Prickly Pear Creek for in-stream flow; and fund a Prickly Pear Creek Water Commissioner. Utilizing funds allocated in the *East Helena Asarco Smelter Final Restoration Plan and Final Environmental Assessment Checklist, 2019, Section 2.2.1.1 Increase or maintain Prickly Pear In-stream Flow*, the goal of this contract is to maintain in-stream flows in Prickly Pear Creek in a reach directly below the Prickly Pear Water Users diversion during the irrigation season. In the past, this reach has been completely dewatered for about two to three miles during the irrigation season (north edge of City of East Helena almost to York Road).

Benefits of the Rewatering Project include both improvements in water availability to water users as well as enhancements of in-stream flows in support of habitat, fisheries and associated aquatic life.

#### BACKGROUND

The Rewatering Project is a combined effort between Contractor, the HVID, the Prickly Pear Water Users (PPWU), and the BOR, with the objective of meeting irrigation demands while maintaining summer streamflow in Prickly Pear Creek. During the summer irrigation season (July-Sept), rather than diverting in-stream flows from Prickly Pear Creek, the Rewatering Project agreements direct the PPWU to use water supplied by the BOR from Canyon Ferry Reservoir and delivered through the HVID canal and ditch system. The result of this agreement is that Prickly Pear Creek has maintained baseflow throughout the summer months, and the PPWU has received its full allotment of water. 2019 marks the 12th consecutive season for the Rewatering Project, in which the PPWU has agreed to receive water through the HVID instead of using their seasonal water rights from Prickly Pear Creek for irrigation demands.

The Rewatering Project was first initiated in 2008 and was coordinated by the Montana Water Trust for its first three years (2008-2010), before being adopted by the Clark Fork Coalition in 2011. Subsequently, Farm-Stream Solutions managed project coordination with financial backing from the Bonneville Environmental Foundation. In 2013, Farm-Stream Solutions reached out to Contractor to bring in more local involvement and assistance with project management for the project's immediate and long-term future. Contractor accepted and since 2014 has been the sole administrative agency and has conducted all activities in support of the Rewatering Project.

The Rewatering Project is funded for the 2020 costs. The *East Helena Asarco Smelter Final Restoration Plan and Final Environmental Assessment Checklist, 2019, Section 2.2.1.1 Increase or maintain Prickly Pear In-stream Flow*, allocated ten years of funding for the Rewatering Project.

## **TASKS**

*General.* This Contract will implement the *East Helena Asarco Smelter Final Restoration Plan and Final Environmental Assessment Checklist, 2019, Section 2.2.1.1 Increase or maintain Prickly Pear In-stream Flow*, which is hereby incorporated by reference.

Contractor will perform the following tasks:

### **4.1 Task 1: Rewatering Project Agreements**

1. Contractor will renew agreements with PPWU, BOR and the HVID, as necessary, to implement the Rewatering Project. Contractor may use other agreements, as needed, to accomplish the goal of keeping a similar amount of in-stream flows in Prickly Pear Creek.

### **4.2 Task 2: Annual Monitoring**

1. Contractor will collect flow data from Prickly Pear Creek to document the volume of flows in the creek. Contractor will coordinate with Montana Fish, Wildlife, and Parks (FWP) to gather available electrofishing monitoring data or other data that relate to the project.

### **4.3 Task 3: Annual Reporting and Proposed Budget**

1. Contractor will provide annual reports that document the Rewatering Project, including the water diverted under the agreements in Task 1 and the data collected in Task 2 to demonstrate the natural resource benefits. The report will also include reporting on match funds and provide a proposed budget for the following project year. The annual report will be in a substantially similar format to the Prickly Pear Creek 2019 Rewatering Project Final Report, but also include FWP data, or in a format that is acceptable to NRDP. Once approved by NRDP, the budget for the upcoming year will be incorporated into this Contract.

## **DELIVERABLES**

Upon delivery of any draft document, NRDP will review and comment upon such draft and return it with comments to Contractor. Contractor will notify NRDP of any comments Contractor believes are incorrect but will incorporate all comments into the final document unless directed otherwise by NRDP.

All electronic documents must be delivered via e-mail with the specified documents(s) in WORD and PDF format, in addition to all files used to create the document(s) in their respective electronic formats (WORD, PDF, EXCEL, CAD, etc.). When both hard and electronic documents are specified, each CD/DVD/Thumb Drive must be affixed to the front cover of a hard document for delivery to NRDP.

The following electronic deliverables will be provided to NRDP:

<b>Task Deliverables</b>	<b>Due Date</b>
Annual Reporting and Proposed Budget	December Annually for the Previous Year and the proposed budget for the upcoming year

**SCHEDULE**

The Rewatering Project will continue for at least ten years and could continue longer if Contractor secures match funding. All tasks will be completed by contract termination date.

**ATTACHMENT B  
BUDGET**

Each year, Contractor will determine the amount of funding needed in the upcoming irrigation season to purchase water to keep the desired flows in Prickly Pear Creek and submit the proposed budget to NRDP per Task 3. The amount requested for reimbursement will vary year to year, but the total compensation will not exceed \$125,000. NRDP will be invoiced for actual costs incurred.

<b>Task</b>	<b>Budget</b>
Task 1: Rewatering Project Agreements	\$ 125,000
Task 2 Monitoring	\$0
Task 3: Annual Reporting	\$0
<b>Total</b>	<b>\$125,000</b>

**LEWIS & CLARK COUNTY  
WATER QUALITY PROTECTION DISTRICT  
Helena, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

**February 24, 2026**

**Agenda Item No.**

**6**

Minutes     Board Member Discussion     Staff & Other Reports     Action     Hearing of Delegation

**AGENDA ITEMS: Board Member Round Robin**

**PERSONNEL INVOLVED: Board Members**

**BACKGROUND: Board members share information from other groups/meetings**

ADDITIONAL INFORMATION ATTACHED

**BOARD ACTION:**

**NOTES:**

	M O T I O N	S E C O N D	A Y E	N A Y	A B S T A I N	O T H E R
D. Hammer						
P. Johnson						
E. Kerins						
R. Leland						
C. Payne						
A. Johnson						
D. Dahl						
S. Ohs-Mosely						

**LEWIS & CLARK COUNTY  
WATER QUALITY PROTECTION DISTRICT  
Helena, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

**February 24, 2026**

**Agenda Item No.**

**7**

Minutes     Board Member Discussion     Staff & Other Reports     Action     Hearing of Delegation

**AGENDA ITEMS:** Public Comment

**PERSONNEL INVOLVED:** Public and Board Members

**BACKGROUND:** Time is allowed for public comment on matters within the Water Quality Protection District's boundaries not mentioned on the agenda.

**RECOMMENDATION:** n/a

ADDITIONAL INFORMATION ATTACHED

**BOARD ACTION:**

**NOTES:**

	M O T I O N	S E C O N D	A Y E	N A Y	A B S T A I N	O T H E R
D. Hammer						
P. Johnson						
E. Kerins						
R. Leland						
A. Johnson						
C. Payne						
S. Ohs-Mosley						
D. Dahl						

**Attendance Record for the  
Lewis & Clark County Water Quality Protection District  
FY 2026**

Board Member	Jul	Aug	Sep	Oct	Dec	Jan	Feb	Mar	Apr	May	Jun
P. Johnson	T	X	*	X	X	X					
E. Kerins		Xp	*	X	X	OE					
D. Hammer		O	*	X	Xp	Xp					
R. Leland	T	O	*	X	X	X					
A. Johnson	T	X	*	X	X	X					
T. Rolfe	T	X	*	X	X						
S. Ohs-Mosley	T	X	*	X	X	X					
C. Payne						X					

**Legend:**

- X = Present
- Xp = By phone/video
- \* = No meeting held
- O = Absent
- OE = Absent/Excused
- T = Tour



# Lewis and Clark County Water Quality Protection District

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316 N. Park. Rm. 230  
P.O. Box 1723  
Helena, MT 59624  
Ph: 406.457.8584  
Fax: 406.447.8398

**Commissioner Candace Payne**

316 N. Park Helena, MT 59623  
406-347-8303 (W)  
Email: [cpayne@lccountymt.gov](mailto:cpayne@lccountymt.gov)

Representing the Board of County  
Commissioners

**Don Dahl**

PO Box 863, East Helena, MT. 59635  
406-439-2175 (C)  
[Ddahl863@gmail.com](mailto:Ddahl863@gmail.com)

Representing the East Helena City Council

**Vacant**

Representing the L & C Conservation District

**Ryan Leland**

316 N. Park Helena, MT 59623  
(406)447-8433 (406)431-5689 (C)  
Email: [rleland@helenamt.gov](mailto:rleland@helenamt.gov)

Representing the Helena City Commission

**Diana Hammer**

30 South Harrison Helena, MT 59601  
(406)461-4148 (C)  
Email: [diana.hammer.hcc@gmail.com](mailto:diana.hammer.hcc@gmail.com)

Representing the Helena Citizen's Council

**Sheri Ohs-Mosley**

133 Alfalfa Road, Helena, MT 59602  
(406)581-3167  
Email: [sherohs@outlook.com](mailto:sherohs@outlook.com)

Representing the Board of Health

**Edward Kerins, Chair**

920 Peosta Ave. Helena, MT 59601  
(406)594-1040 (H)  
Email: [kerins@mt.net](mailto:kerins@mt.net)

Term ends 06/30/28 – General Public 1<sup>st</sup> Term

**Patrick Johnson**

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Term ends 06/30/27 – General Public 2<sup>nd</sup> Term

**Adel Johnson**

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Email: [Adel.Johnson@gmail.com](mailto:Adel.Johnson@gmail.com)

Term ends 06/30/26 – General Public 1<sup>st</sup> Term



# Lewis and Clark County Water Quality Protection District

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Helena, MT 59601  
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Fax: 406.457.8990

## MEETING DATES FOR FISCAL YEAR 2026

July 22, 2025

August 26, 2025

September 23, 2025

October 28, 2025

December 2, 2025

January 27, 2026

February 24, 2026

March 24, 2026

April 28, 2026

May 26, 2026

June 23, 2026

All board meetings are held in room 72 of the Murray Building- Lewis and Clark Public Health, 1930 Ninth Ave, Helena, Montana and via Zoom at 4:00 p.m. The meetings are generally completed by 5:30 p.m. The public is always welcome to join and meeting.