

JUL 26 1993

CONTRACT AND AGREEMENT & CLARK COUNTY
PLANNING DEPARTMENT

This CONTRACT AND AGREEMENT, is made and entered into on the day and year set forth below, between LEWIS AND CLARK COUNTY, STATE of Montana, hereinafter referred to as the County and the REDWING ROAD PROPERTY OWNERS ASSOCIATION, INC. hereinafter referred to as the Association.

Whereas, the Lewis and Clark County Board of Commissioners created Road Improvement District No. 93-1 for the purpose of funding road maintenance within the district; and,

Whereas, the maintenance may include grading, snow plowing, maintenance of drainage structures, snow fences, and other maintenance and repairs as necessary to preserve and upgrade the road system within the borders of the district; and

Whereas, the maintenance of the RID is to be administered by the County unless the Board of Commissioners enters into a contractual agreement with a representative body of the landowners within the district; and

Whereas, the Association represents to the Board of County Commissioners that it is a representative body of all the landowners within the district; and

Whereas, the Board of County Commissioners recognizes the landowners' interest in the administration of the district and desires to cooperate with the landowners in determining the future levels and priority of maintenance; and

Whereas, the Board of County Commissioners wishes to enter into a contractual arrangement with the Association to provide for the administration of the road maintenance envisioned in Resolution 1993-88.

Now, therefore, the parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. The Association, through its Board of Directors, shall prepare and submit a budget for road maintenance within the boundaries of RID No. 93-1 during the regular county budget process. The Board of County Commissioners shall review the budget submitted and may alter said budget, before final adoption, as the commission deems necessary. The approved budget shall be administered by the Board of Directors of the Association.
2. The Association, through its Board of Directors, shall determine all facets of administration, including what maintenance is to be done, where it is to be done, how it is to be done, and when it is to be done.

3. The Association has authority, subject to review by the Board of County Commissioners, to enter into and terminate road maintenance contracts with persons and businesses it deems necessary for the proper maintenance of the road surfaces and related structures. All such contracts must comply with relevant federal, state and local laws. This includes the provisions of the Little Davis Bacon Act, as outlined in 18-2-400 through 18-2-424, M.C.A.

4. Debts and claims incurred by the Association in the performance of its duties as they relate to this contract are to be paid through the county claims process. All claims must be approved by the Board of Directors of the Association, filed with the County Auditor for audit, and approved by the County Commission.

5. The County is not subject to any claim or liability an amount greater than the total amount authorized to be expended for maintenance in any given year for RID No. 93-1.

6. The money available for use by the Board of Directors of the Association shall be determined annually based upon the budget approved by the Board of County Commissioners.

7. The County shall assess the Association an annual administrative fee and a liability insurance fee. Such fees shall be based on the annual budget and shall be applied at the same rate of assessment as other similar maintenance district budgets. With the exception of the administrative and insurance fees, all monies collected under the provisions of RID No. 93-1 shall be for the sole use of the Association for the purposes of maintaining the road system within the boundaries of RID No. 93-1 and may not be used by other county departments or for other purposes without the consent of the Association.

8. The County hereby grants to the association the right to approve or disapprove the right of access to Redwing and/or Shangrila Road. Such right shall not be denied to any landowner who agrees to be assessed the same approved fees as other landowners of improved property within the district, with the exception that the access shall not be allowed until the landowner has supplied the approved means of entering the road including but not restricted to culverts.

9. The account of RID No. 93-1 shall participate in the county pooled investment program and shall accrue interest in the same manner as all other participants.

10. This agreement shall coincide with the county fiscal year and shall continue year to year, subject to the right of either party to terminate this agreement by giving written notice to the other party prior to April 1st of each year.

In witness whereof, the parties have caused this agreement to be executed this 13th day of July 1993.

REDWING ROAD PROPERTY OWNERS
ASSOCIATION

BY [Signature]
PRESIDENT

LEWIS & CLARK COUNTY
BOARD OF COMMISSIONERS

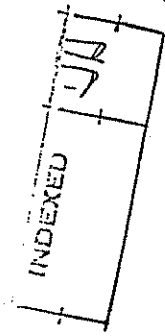
BY [Signature]
CHAIRWOMAN

ATTEST:
[Signature]
Clerk of the Board



504195

PAULETTE DEHART
TREAS/CLK
LEWIS & CLARK CO., MCNT.



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[Signature]
No fee

