



# City of Helena

## ADMINISTRATIVE MEETING

March 6, 2024 - 4:00 PM

City - County Building Room 326 / Zoom Online Meeting; <https://us06web.zoom.us/j/81463711071>

## AGENDA

1. **Call to Work Session, introductions**
2. **Commission comments, questions**
3. **Recommendations from the Helena Citizens Council**
4. **City Manager's Report**
  - a. Public Safety Mill Levy & Bond Education Update
5. **Presentations**
  - a. Lyndale Tunnel Mural Artwork Presentation
  - b. Strategic Plan Update
6. **Department Reports**
  - a. ARPA/General Fund Savings Agreement Update
  - b. Updated City of Helena Water Treatment Master Plan by Nate Weisenberger, AE2S Engineering
  - c. City of Helena Code Amendment Sidewalk Placement
7. **Public Comment**
8. **Commission discussion and direction to the City Manager**
9. **Adjourn**

The City of Helena 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 City will not exclude persons with disabilities from participation at its meetings or otherwise deny them the City's services, programs, or activities.

Persons with disabilities requiring accommodations to participate in the City's meetings, services, programs, or activities should contact the City's ADA Coordinator, Ellie Ray, as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following:

Phone: (406) 447- 8490

TTY Relay Service 1-800-253-4091 or 711

Email: [citycommunitydevelopment@helenamt.gov](mailto:citycommunitydevelopment@helenamt.gov)

Mailing Address & Physical Location: 316 North Park Avenue, Room 445, Helena, MT 59623.

**City of Helena, Montana**

**February 1, 2024**

**To:** Tim Burton, City Manager

**From:** Troy Sampson, Community Facilities Director  
Bridget Johnston, Community Facilities Manager

**Subject:** Lyndale Tunnel Mural Artwork Presentation

**Present Situation:**

The Community Facilities Department published a Call for Artists to commission a painted mural on the walls and entrances to the tunnel under Lyndale Avenue between Centennial Park and the Great Northern. Nineteen qualified submissions were received. The Helena Public Art Committee reviewed and scored anonymous submissions on January 17.

The committee's recommended selection is submission #18 titled Helena: Queen of the Rockies by Artist Wyatt Hersey. Staff has vetted the artist's submission and agrees with the recommendation. If the contract is awarded, the project will begin this spring and completed mid-June.

**Background Information:**

The Helena Public Art Committee is charged with identifying public art projects. This project was approved through the FY24 budget process and would be carried out by the Community Facilities department.

**Proposal/Objective:**

Consider awarding a contract to artist Wyatt Hersey to paint a mural on the Lyndale Tunnel under Lyndale Avenue for \$15,000.

**Advantage:**

Installation of a large scale mural on the tunnel connecting the Great Northern to Centennial park will add beauty, character, and a sense of pride to the City of Helena.

**Notable Energy Impact:**

*None*

**Disadvantage:**

No disadvantages are expected.

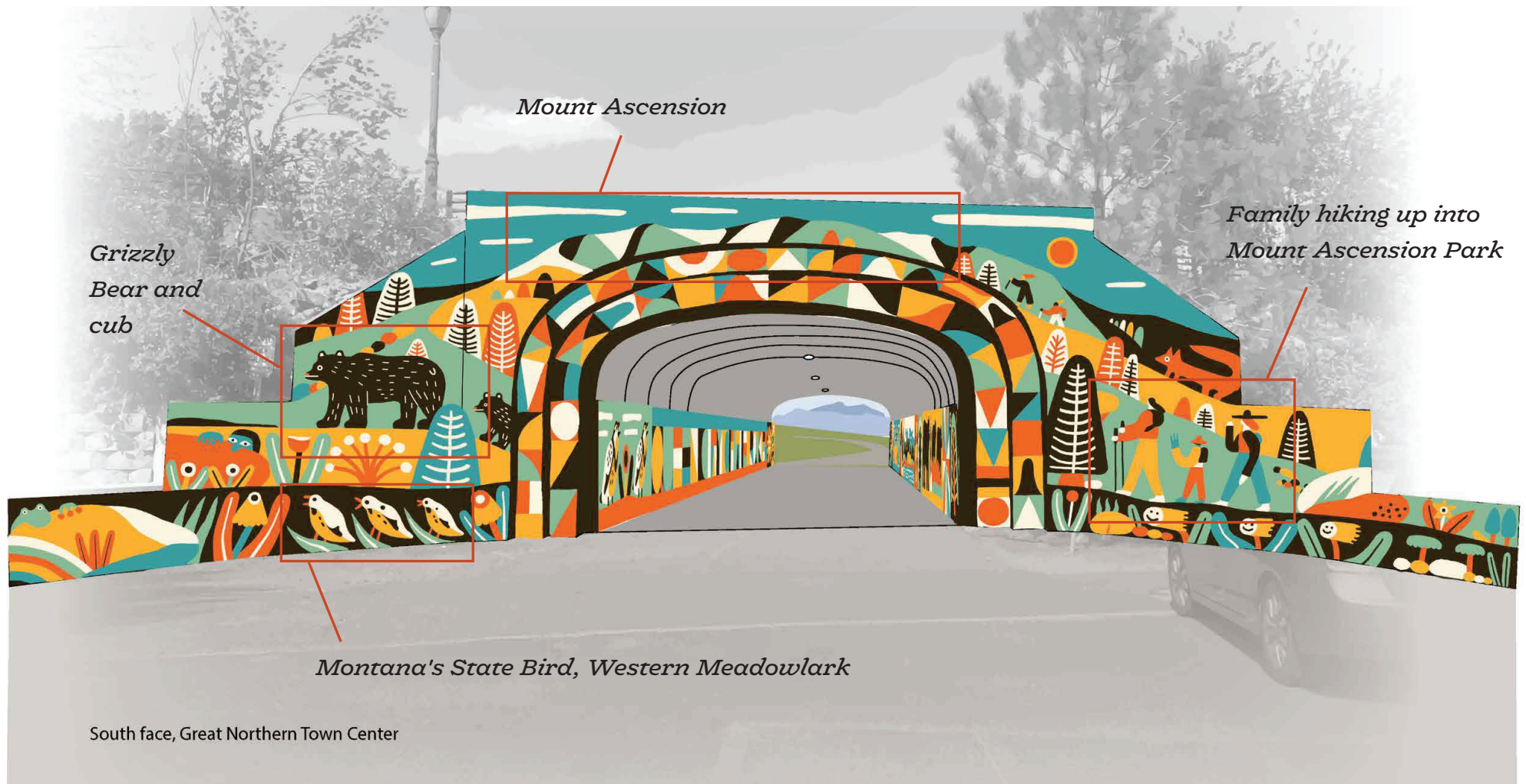
**Notice of Public Hearing:**

NA

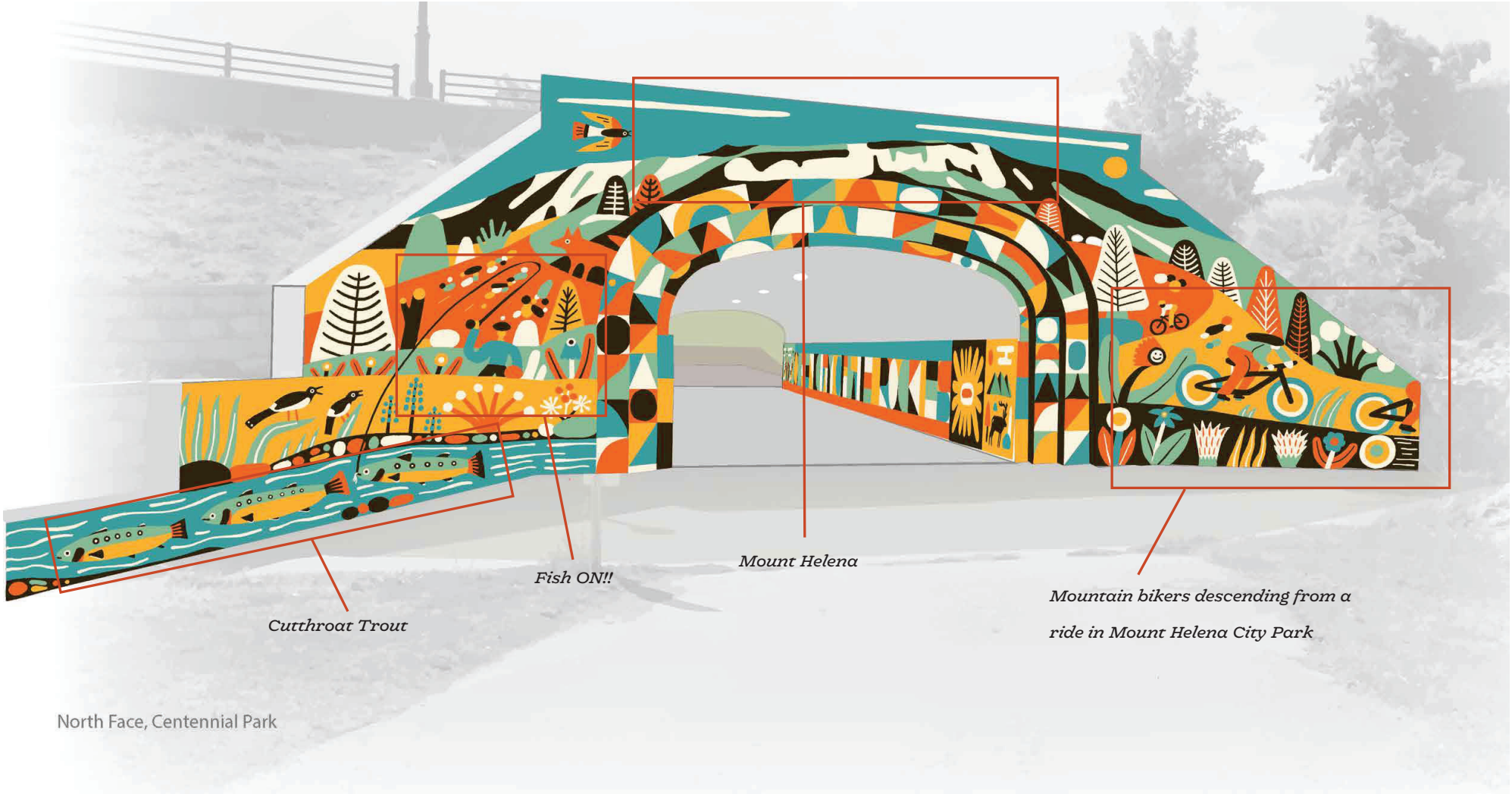
**Staff Recommendation/  
Recommended Motion:**

No motion at this time. Informational only.

## *Proposed Artwork - South Face*



*Proposed Artwork - North Face*





## *Proposed Artwork - Tunnel Wall East*

tunnel wall, east side



*Photosynthesis/the  
joy of sunshine motif*

*Cutthroat trout*

*Mountains from the banks of  
the Missouri River*

*Mother Grizzly Bear with two cubs*

*The lungs of the earth: decorative  
tree motifs.*



*Proposed Artwork - Tunnel Wall West*



### Western Meadowlarks

*Abstracted typeface depicting Helena's slogan "Queen City of the Rockies"*

### Sun Motif

*Rocky Mountains and Rocky  
Mountain Elk*

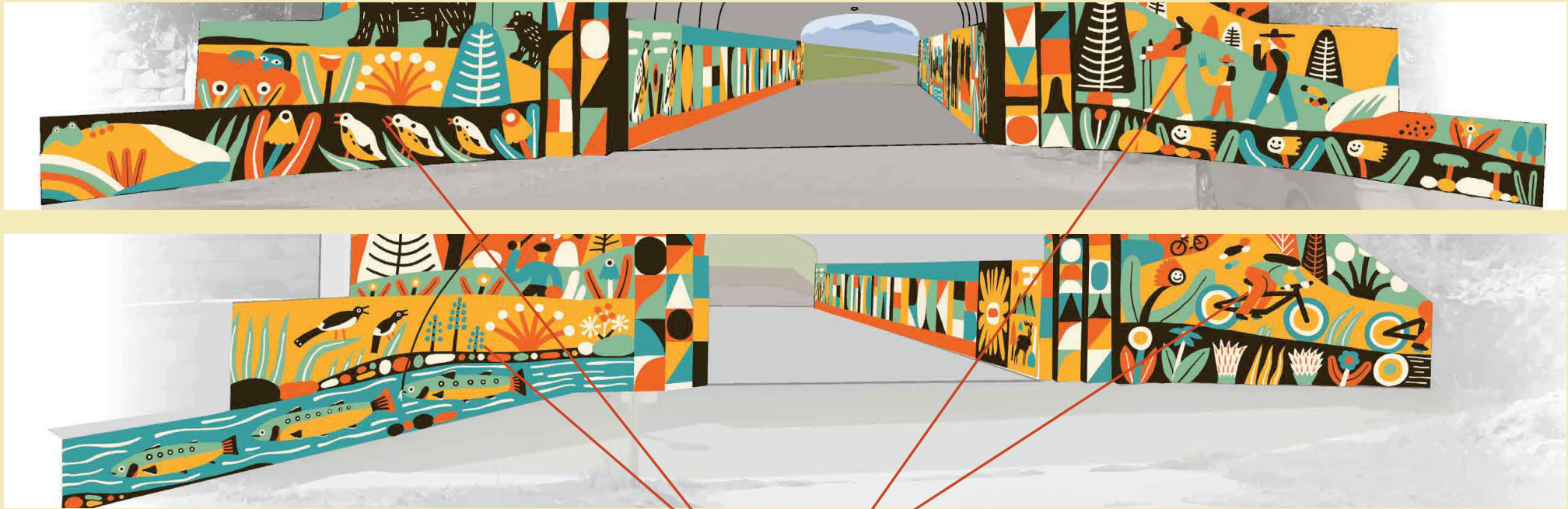
2 tunnel side walls are approximately 131' long, 78" tall,



## *Project Description*

*The most compelling places to live find themselves at the intersection of two elements: an accessible landscape that surrounds and creates a strong sense of place and a community of people that create meaning through their relationships with others and with the natural world. This painting is an attempt to convey a sense of Helena's surrounding landscape and the love that people here hold for it. The compositions depict the land's wild denizens and bucolic mountain scenery, as well as people recreating and spending time amongst the landscape. The north face depicts Mount Helena above the tunnel, with mountain bikers descending the trails on one side, and a person with a large cutthroat trout on the line on the other. The south face features Mount Ascension with two groups heading up into the hills for a hike on the right, and on the left features Montana's state bird and mammal, the Western Meadowlark (*Sturnella neglecta*) and Brown Bear (*Ursus arctos*) respectively. Native wildflowers and evergreens dot the landscape between these distinct narrative pieces. The tunnel contains two quilt inspired series of graphics: on the east wall there are a series of alternating pattern motifs intermixed with folk art inspired fish, grizzly bears, trees, birds and flowers. The west wall's main feature is a colorful abstract typographic image that depicts the City of Helena's slogan "Queen City of the Rockies" framed by two Western Meadowlarks on one side and a sun motif and mountain and elk design on the other.*

## *Graffiti Deterrence*



*Compositions below arms reach (about 96" or so) are painted with detailed imagery. No large blank areas were left that might invite graffiti. I have found that areas with flowers/animals and characters are especially graffiti resistant as those characters are more compelling.*



## Work Plan / Methodology

### **May 1-28: Material and Equipment Procurement**

- Identify and acquire necessary materials such as paint, brushes, drop clothes, and any other required tools. All necessary supplies will be gathered before arriving onsite in Helena to prevent last minute time delays.

### **May 28: Equipment Procurement**

- Arrive on site to receive scissor lift from rental company and situate supplies.

### **May 28-30 Surface Preparation**

- Surface Cleaning:
  - Clean and prepare the mural surface, make sure it is free from debris, dirt, and any other contaminants.
- Priming:
  - Apply a suitable primer to the mural surface for better paint adhesion and longevity.

### **May 31 - June 14: Mural Painting**

- Outlining:
  - Apply framework of the design using a combination of projectors and freehand drawing from reference.
- Color Fill:
  - The most time consuming aspect of the painting process, fill colors roughly with rollers and brush.
- Final Details:
  - Add finishing touches, refine details, clean all linework and ensure the overall aesthetic quality of the mural.
- Quality Assurance:
  - Conduct a final quality check to ensure the mural meets the project's standards and specifications.

### **June 14: Unveiling**

- Unveiling Event:
  - Organize a community event to unveil the completed mural, inviting local residents, stakeholders, and media for a celebration.

*Note: Adjustments to the timeline may be necessary based on weather conditions and unexpected challenges. Communication with local authorities and stakeholders is crucial throughout the project to ensure a smooth process and successful mural creation.*



# Resume / CV

## Awards

American Illustration ‘Selected’ 37, 38, 39  
American Illustration ‘Chosen’ 41  
Society of Illustrators 63, 64

## Clients

Patagonia  
Camelbak  
The New York Times  
Sierra Nevada Brewing Company  
Parks Project  
Bedrock Sandals  
Mollusk Surf Shop  
American Farmland Trust  
Butte College  
Yakima Chief Hops  
Audubon Society  
Swift Industries  
PHISH  
Friends of the Yuba River  
Point Blue Conservation Science

## Mural CV

### **“The Butte College Village” November 2021, Oroville, CA.**

*Involvement:* Design, coordination, execution. *Size:* 38’ x 20’  
*The application process for this mural was a public RFP. My intention with this piece was to capture my idealized vision of what I call “The Butte College Village”. My painting depicts a college campus that is thriving with a healthy, diverse, sustainable, playful, studious and energized culture.*

### **Trees Make Kaimuki Home. March 2021, Honolulu, HI.**

*Involvement:* Design, coordination, execution. *Size:* 30’ x 12’  
*The intention here was to highlight an overlooked aspect of Honolulu’s Kaimuki neighborhood: trees! In a hot, urban place like Kaimuki, trees bring shade, cooler temperatures, a natural beauty that all benefit from. This mural was created for the non-profit Treehoo! Whose mission is to raise awareness and appreciation of trees in Honolulu, and to plant many more trees for future generations. The painting is a vision of the neighborhood rich with trees growing in harmony with the homes and denizens.*

### **Life on Bolinas Lagoon. January 2022, Bolinas, CA.**

*Involvement:* Design, coordination, execution. *Size:* 24’ x 8’  
*This mural was commissioned by the Murch family, who have lived at this location on Bolinas Lagoon for multiple generations. The family runs a farmstand and a small vintage clothing shop, and the mural was designed to capture the sense of living there, the wildlife in the surrounding environment, the beautiful Bolinas Ridge across the water, and the family heritage.*

### **Water is Life. October 2021, Chico, CA**

*Involvement:* Design, coordination, execution. *Size:* 32’ x 8’  
*The theme I was working on for this wall was WATER.*

*The importance of water for life, for ecosystems and wild animals and for human health cannot be understated.*

### **Butte Environmental Council. October 2019, Chico, CA**

*Involvement:* Design, coordination, execution.  
*The Butte County Environmental Council wanted this artwork to capture their vision of a healthy, sustainable, nature connected county. This includes a healthy waterway free of trash, bicyclers, strong salmon runs and preserved open spaces in the midst of a thriving town. This piece was painted as a large community-based event where I created the outline of a large paint by numbers design and the community came together to help put color on the wall! It was a really fun and fulfilling night for all involved.*

### **Atlas of Decivilization. March 2018, Point Reyes Station, CA**

*Involvement:* Design, coordination, execution.  
*Is what makes us modern and civilized what makes us healthy and fulfilled as human beings? To some degree yes, to many degrees no. This painting depicts a guide to local nature connection and how to become more grounded in place.*

### **Parachute Days. August 2017, Point Reyes Station.**

*Involvement:* Design, coordination, execution.  
*Depiction of the community of people and wild animals coming together to dance, and revel in life’s beauty.*

### **Naked Lounge. December 2017, Chico, CA**

*Involvement:* Design, coordination, execution.  
*A contemplation on the opposing archetypes of male/female, Apollonian/Dionysian, indigenous/western, heart/mind. Design was created on the spot from my intuition!*

***City of Helena, Montana***

**02/26/2024**

**To:** Tim Burton City Manager

**From:** Jake Garcin, Public Information Officer

**Subject:** Strategic Planning Update

**Present Situation:** City staff are presenting a draft Strategic Planning document for the Commission to review and provide feedback. Staff will seek direction on next steps to finalize the document and present it for adoption by the Commission.

**Background Information:** In December 2023, the City Commission and City Manager hosted a two-day Strategic Planning retreat. Staff summarized the goals, strategies and action items that came from the retreat in a document.

**Proposal/Objective:** N/A

**Advantage:** N/A

**Notable Energy Impact:** N/A

**Disadvantage:** N/A

**Quasi-Judicial Item:** False

**Notice of Public Hearing:** False

**Staff Recommendation/  
Recommended Motion:** None at this time.





# Strategic Plan 2023







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(Back left to right): City Attorney Rebecca Dockter, City Manager Tim Burton, City Clerk Dannai Clayborn, Municipal Court Judge Anne Peterson.  
 (Front left to right): Commissioner Andy Shirliff, Commissioner Emily Dean, Mayor Wilmot Collins, Commissioner Sean Logan, Commissioner Melinda Reed.

# Introduction

In December of 2023, the City Commission and City Manager hosted a Strategic Planning Retreat to establish goals and priorities for the City. The retreat was led by the Local Government Center at Montana State University. This document provides a summary of the values, goals, strategies and action plans that were derived from this planning retreat.

## Strategic Plan Framework

The Values and Goals established in the 2023 Strategic Plan were a collaborative effort between the City Commission and staff.



### Core Values

Values shape goals and guide the implementation of strategies and actions.



### Goals

Goals provide a compass for policy decisions, budgeting, strategies and actions.



### Strategies

Strategies highlight aspects of operations that should be prioritized to achieve goals.



### Actions

Actions provide staff with specific direction on how to focus resources to support the Commission goals.

# Governing Principles

The City Commission's Governing Principles will guide how policies are implemented to support the strategies and actions identified in this plan.

We treat one another and members of the public with respect and courtesy.

We agree to be hard on ideas, not on individuals.

We prepare in advance of commission meetings, are familiar with the issues on the agenda, and ask questions of the City Manager and staff before meetings, so they are efficient.

We verbally explain to the public our rationale for votes at Commission meetings.

We share information, ideas, ask questions, and openly express concerns about issues.

We respect the roles of elected officials, City Manager, and staff in ensuring effective government; Commissioners make policy while the City Manager oversees day-to-day operations.

We are responsive to our constituents, the staff, and to one another.

We are elected to govern, make decisions, and serve the community to the best of our abilities.

# Core Values

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## Accessibility



## Sustainability



## Community Engagement



## Service





# Strategic Goals

## Maintain and Improve City Services to Residents

- >> Utilize technology and modernization of processes to improve City Efficiency.
- >> Improve Community Engagement and Access to City Services

## Holistic Commercial and Residential Development

- >> Support a vibrant Helena that retains its character and supports thoughtful growth.



## Maintain and Improve City Infrastructure

- >> Improve Wastewater System
- >> Improve Transportation System
- >> Improve Water Delivery System

## Be the Employer of Choice

- >> Create and maintain a sustainable workforce comprised of nice, competent professionals.

## **Maintain and Improve City Services to Residents**

Strategy	Action	Resources	Year	Department(s)
Modernize Internal Processes	Update City Code / Standards	Staff / Commission	1-3	Community Development / Public Works / Transportation / City Attorney / Clerk of the Commission
	Improve Visibility of Asset Management and Planning Documents	Staff / Budget?	1-2	Public Works / Transportation / Parks / Community Facilities
	Implement new ERP System	Staff	1-2	All
	Expand use of M-Files	Staff / Commission / Budget	1-3	All
Digitize Interface with Residents	Implement CAD/RMS System	Staff	1-2	Police / Fire
	Establish Process for Resident Communication Routing and Confirmation	Staff	1-2	Clerk of the Commission / City Manager's Office
	Improve Accountability of Public Information Requests	Staff	1-2	Clerk of the Commission / City Manager's Office / City Attorney

## **Maintain and Improve City Services to Residents**

Strategy	Action	Resources	Year	Department(s)
Establish right size Police and Fire staff, and infrastructure to meet service demand.	Pass Mill Levy and Bond	Staff / Commission / Budget	1-3	Police / Fire
Expand community engagement and opportunities for positive interactions with police department.	Accomplish a better balance of proactive and reactive policing.	Staff	1-2	Police
	Develop chain of command regarding responding to the public.	Staff	1-2	Police



## Holistic Commercial and Residential Development

Strategy	Action	Resources	Year	Department(s)
Integrate Development Process	Establish Single Point of Contact for Development	Staff	1	Community Development / Public Works / Transportation / Fire
	Create After Action Reports with Commission	Staff	1-2	Community Development / Public Works / Transportation / Fire
	Finetune Permitting Process	Staff	1-3	Community Development / Public Works / Transportation / Fire
	Strengthen Relationships with Development and Engineering Communities	Staff	1-3	Community Development / Public Works / Transportation / Fire
Promote Neighborhood Vitality	Update City Code / Engineering Standards	Staff	1-2	Community Development / Public Works / Transportation / City Attorney / Clerk of the Commission
	Improve Resident Engagement in Land Use Planning	Staff	1-3	Community Development
	Land Use Statute Implementation and Zoning Review	Staff	1-3	Community Development





## Maintain and Improve City Infrastructure

Strategy	Action	Resources	Year	Department(s)
Implement Wastewater Master Plan	Document Condition and Inventory of System	Staff	COMPLETE	Public Works
	Develop Capital Improvement Plan Priorities	Staff / Commission	COMPLETE	Public Works
	Complete Wastewater Rate Study	Staff / Budget	COMPLETE	Public Works
Implement Long Range Transportation Plan	Update Plan Including Staffing / Rate Study	Staff / Budget	1-3	Transportation
	Develop CIP	Staff	COMPLETE	Transportation
	Establish Comprehensive Sidewalk Program	Staff / Commission / Budget	1-3	Transportation
Expand Transit System	Add hours, staffing, and increase service area.	Staff / Commission / Budget	1-2	Transportation
Implement Water Master Plan	Document Condition and Inventory of System	Staff	COMPLETE	Public Works
	Develop Capital Improvement Plan Priorities	Staff	COMPLETE	Public Works
	Complete Water Rate Study	Staff	COMPLETE	Public Works

## Be the Employer of Choice

Strategy	Action	Resources	Year	Department(s)
Offer Competitive Compensation Package	Establish Competitive Market Based Pay Plan	Staff / Commission / Budget	1-2	Human Resources
	Maintain Competitive and Attractive Benefits	Staff / Commission / Budget	1-2	Human Resources
Cultivate Healthy Cohesive Supportive Culture	Empower Staff through Leadership Development	Staff	1-2	Human Resources
	Explore Work Schedule Flexibility	Staff / Commission	1-2	Human Resources
	Implement REAL Institute Principles	Staff / Commission	1-2	Human Resources
Improve Retention	Establish Mentorships / Internships / Apprentice (Succession Planning)	Staff / Commission / Budget	1-3	Human Resources
	Expand Professional Development Opportunities	Staff / Commission / Budget	1-3	Human Resources
	Enhance Process for Rewarding Enthusiasm and Commitment Throughout and Among Staff	Staff	1-2	Human Resources
	Implement Digital Interface / Efficiencies	Staff	1-2	Human Resources

***City of Helena, Montana***

**02/15/2024**

**To:** Tim Burton, City Manager

**From:** Amanda Opitz, Grants Administrator

**Subject:** ARPA/General Fund Savings Agreement Update

**Present Situation:**

City of Helena received approximately \$8,486,620 in Local Recovery Funds from the US Treasury and claimed this entire distribution as lost public sector revenue claimed for police and fire services, which created \$8,486,620 in general fund savings. These fund savings may be used for City of Helena and/or community projects. At the Oct. 16 meeting, the Commission asked staff to provide an update on the status of performance agreements with the external organizations that have received allocations from these general fund savings to-date. The information is as follows:

**Agreements Completed:**

- Our Redeemer's Housing Project from Rocky Mountain Development Council (\$1,580,000)
- Community Food Resource Center Project from Helena Food Share (\$250,000)
- Wildfire Risk Assessment & Education Program from Tri-County Fire Safe Working Group (\$143,000)

**Agreements Awaiting Manager's Signature:**

- Business Improvement Dist. Downtown Restroom (\$98,000)
- Exploration Works Educational Expansion (\$26,000)
- Helena Regional Sports Association Sustainability Study (\$47,500)
- Friendship Center Property Acquisition (\$100,000)

**Pending Agreements:**

- Family Promise Client Services/ Shelter (\$250,000)

Status: Organization is reviewing and updating original application to reflect partial demolition/reconstruction/addition to their existing location rather than the originally proposed new property acquisition; Upon receipt of confirmed, updated proposal the City will draft an agreement.

- Good Samaritan Ministries Shelter (\$134,600)

Status: Good Samaritan is in the process of finding a suitable location for their project as the previously proposed location is changing ownership. Once a location is confirmed, Good Samaritan will submit a full application to match information gathered during formal application process completed by other funding grantees; Upon receipt of updated proposal the City will draft an agreement.

**Background Information:**

City of Helena received approximately \$8,486,620 in Local Recovery Funds from the US Treasury and claimed this entire distribution as lost public sector revenue claimed for police and fire services, which created \$8,486,620 in general fund savings. The City Commission has already allocated \$7,367,820 of the savings for the following projects and set aside a contingency for \$1,600,000:

City Internal Projects: \$4,636,720

- Ten Mile Water Treatment Plant project
- City's Enterprise Resource Planning system
- Police Department's Computer Aided Dispatch and Record Management System
- Helena Civic Center HVAC System
- Replacement of the Mt. Helena Radio Building
- Law and Justice Center 2nd Floor Remodel
- Grandstreet Theater roof replacement
- Repair and paving of a section of Centennial Trail
- Replacement of a Type VI Wildland Fire apparatus equipment and insurance deductible for truck replacement
- Feasibility study for a pedestrian bridge on Henderson St.
- FY24 & FY23 Last Chance Splash Pool Operations
- Comprehensive Recreation Plan
- Kay's Kids Program
- City Facility Solar Project(s)
- Memorial Warming House Improvements Study
- Contribution to Residential Energy Efficiency & Renewable Energy Loan Program

Community-based Projects: \$2,731,100

- Our Redeemer's Housing Project from Rocky Mountain Development Council
- Community Food Resource Center Project from Helena Food Share
- Wildfire Risk Assessment & Education Program from Tri-County Fire Safe Working Group
- Exploration Works Educational Expansion
- Last Chance Pow Wow Program Support
- Family Promise Client Services/Emergency Shelter
- Good Samaritan Ministries Day Shelter
- Business Improvement Dist. Downtown Restroom
- Contingency funding for solutions related to supporting the unhoused
- Helena Regional Sports Association Rec. Facility Sustainability Study
- Friendship Center Property Acquisition

The balance of total general fund savings (less \$1.6 million reserve) is \$1,118,800.

**Proposal/Objective:**

Provide Commission a status update on performance agreements with external organizations that have been allocated funds from the General Fund Savings.

<b><u>Advantage:</u></b>	N/A
<b><u>Notable Energy Impact:</u></b>	N/A
<b><u>Disadvantage:</u></b>	N/A
<b><u>Notice of Public Hearing:</u></b>	False
<b><u>Staff Recommendation/ Recommended Motion:</u></b>	Staff recommend the City Commission provide consensus approval for the City Manager to enter into agreements with external nonprofit agencies receiving general fund savings dollars.



## AGREEMENT COVERSHEET

(All City agreements and documents routed outside your department are required to have a coversheet):

Agreement Type: **Misc. / Other**

Department: **City Manager**

Division: **N/A**

Creator: **Amanda Opitz**

Date Created: **1/17/2024**

Contractor / Service Provider: **Business Improvement District**

Agreement Amount / Value: **\$98,000**

Budget Funding Source: **General Fund**

Finance Project Number:

Agreement Number: Click or tap here to enter text.

Purpose / Additional Notes:

Grant agreement between the City and the Business Improvement Dist. for \$98,000

of General Fund Savings to support their project to build a public restroom in the downtown area.

City Attorney Received

**RECEIVED**

**JAN 19 2024**

**CITY ATTORNEY'S OFFICE**

City Manager Received

**RECEIVED**

**JAN 25 REC'D**

**CITY MANAGER**

City Clerk Received

Department Approval:

Attorney Review:

*RTD*

Please return digital executed agreement to:

Amanda Opitz, City Manager's Office

## **CITY OF HELENA GRANT AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF HELENA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 316 North Park Avenue, Helena, Montana 59623, hereinafter referred to as “City,” and **HELENA BUSINESS IMPROVEMENT DISTRICT**, 330 Jackson Street, Helena, MT 59601, hereinafter referred to as “Grantee,” collectively referred to as “Parties.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

### **1. Background**

- a. The United States Congress passed the American Rescue Plan Act of 2021 (ARPA) allocating funds for states, municipalities, counties, tribes, and territories.
- b. The City received Local Fiscal Recovery Funds as part of the American Rescue Plan Fiscal Recovery Funds Program.
- c. On April 1, 2022, the United States Department of the Treasury issued its final rule governing spending guidelines for the American Rescue Plan Fiscal Recovery Funds Program that increased flexibility to create the most impact for communities.
- d. In April 2022, the City fulfilled its first annual compliance reporting responsibilities for State and Local Recovery Funds and declared \$8,486,620.43 of grant funds received as revenue loss for the provision of general government services in accordance with the United States Treasury Final rule guidelines which created General Fund savings. These General Fund savings are not ARPA funds and are not subject to ARPA reporting requirements.
- e. The Helena City Commission (the “City Commission”) passed Resolution 20852 which allocated General Fund savings. The City Commission has come to a consensus to distribute a portion of the General Fund savings for community-based projects to Grantees whose grant applications have been approved by the City Commission.
- f. The City Commission, at its sole discretion, approves the distribution of the General Fund savings to Grantees.

- ii. a description of how the use and/or obligation of the Grant Funds supports or accomplishes the activities identified in the Grant Documents;
- iii. a description of the progress of the activities identified in the Grant Documents;
- iv. a description of any issues related to the use and/or obligation of the Grant Funds and how those issues will be remedied;
- v. the amount of Grant Funds used and/or obligated;
- vi. the amount of Grant Funds that have not been used and/or obligated and how the Grantee anticipates using and/or obligating them; and
- vii. supporting documentation for each use and/or obligation of Grant Funds.

Supporting documentation, as used in this Agreement, includes, but is not limited to, financial reports, receipts, contracts, estimates, change orders, and other documents that show that the Grant Funds were spent on authorized activities.

If the Grantee does not submit a Progress Report by the deadline, the City may, at its sole discretion, recover the Grant Funds from the Grantee. The Grantee may request an extension for submitting a Progress Report and the City may grant the extension at its sole discretion.

- b. **Completion Report:** At the completion of the project or exhaustion of the Grant Funds, the Grantee shall submit a final Completion Report by the next scheduled reporting date for approval by the City Finance Director. The Grantee shall include the following information in the Completion Report:

- i. the final completion date or date the Grant Funds were exhausted;
- ii. a description of how the Grant Funds have been used and/or obligated;
- iii. a description of how the use and/or obligation of the Grant Funds supported or accomplished the activities identified in the Grant Documents;
- iv. a description of any issues related to the use and/or obligation of the Grant Funds and whether those issues were remedied;
- v. the amount of Grant Funds used and/or obligated;
- vi. the amount of Grant Funds that were not used and/or obligated; and
- vii. supporting documentation for each use and/or obligation of Grant Funds.

If the Grantee does not submit the Completion Report by the deadline, the City may, at its sole discretion, recover the Grant Funds from the Grantee. The Grantee may request an extension for submitting the Completion Report and the City may grant the extension at its sole discretion.

13. **Independent Contractor Status:** The parties agree that Grantee is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Grantee is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Grantee is not authorized to represent the City or otherwise bind the City in any dealings between Grantee and any third parties.
14. **Hold Harmless and Indemnification:** Grantee agrees, to the fullest extent permitted by law, to defend, hold harmless, and indemnify the City, its elected and appointed officials, officers, agents, employees, and volunteers from any and all losses, damage, liability and causes of action of any kind or character, including the cost of defense thereof, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act or omission on the part of the Grantee or Grantee's agents, employees, officers, representative, assignees, or invitees, in connection with this Agreement.
15. **No Assignment, Transfer, Delegation, or Subcontracting:** Grantee may not assign, transfer, delegate, or subcontract this Agreement or any of its rights, duties, or obligations hereunder without prior express written consent of the City.
16. **Compliance with Laws:** Grantee agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, Montana Code Annotated.
17. **Nondiscrimination:** Grantee agrees that it will not discriminate based on any protected class in any of its activities or provision of services regardless of whether or not those activities or services are provided in connection with this Agreement. Grantee agrees that all hiring of persons in connection with this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, creed, religion, color, national origin, age, physical or mental disability, marital status, sex, pregnancy, childbirth or medical condition related to pregnancy or childbirth, sexual orientation or expression, political beliefs or affiliation, genetic information, veteran status, culture, social origin or condition, or ancestry.
18. **Website Privacy Policy:** If Grantee collects any data electronically as part of the activities permitted by the terms and conditions of this Grant, Grantee agrees to comply with and follow the City's Website Privacy Policy in order to ensure the data security and data quality of personally identifiable information that is collected during the course and scope of this project.
19. **Records Access and Retention:** Grantee agrees, to the extent permitted by law, to provide

prevailing party shall be entitled to reasonable attorney fees and costs, including the salary and costs associated with the City Attorney's services.

23. **Termination for City's Convenience:** City may terminate this Agreement at any time if this Agreement is no longer in the best interest of the City or if funding for this Agreement becomes unavailable.
24. **Termination in Writing:** Notice to terminate must be in writing and made in accordance with the provision in the "Notice Protocol" section of this Agreement.
25. **Remedies Non-Exclusive:** Any remedies available under this Agreement are cumulative and non-exclusive. Use of one remedy does not preclude use of the others.
26. **Failure to Enforce Not a Waiver:** City's failure, at any time, to enforce or to seek strict compliance with any provision of this Agreement or to exercise any right or remedy arising from the breach thereof does not constitute a waiver of that provision or remedy or of any other provision of this Agreement or available remedy.
27. **Full Integration:** This Agreement, together with its exhibits, if any, embodies the entire understanding between the parties relating to the subject matter contained herein and supersedes any prior statements, understandings, promises, or representations made by either party or their agents. No agent or representative of either party has authority to make any representations, statements, warranties, or agreements not herein expressed.

The following exhibits are made part of this Agreement by reference:

- Exhibit A      ☒ Proposal/Scope of Work attachment in the Grantee's Grant Application
- Exhibit B      ☒ Detailed Scope of Work document

28. **Amendments in Writing:** All amendments to this Agreement must be in writing and executed by all parties to this Agreement.
29. **Governing Law and Venue:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana. If a dispute arises, the proper venue for the hearing of the case is the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.
30. **Headings:** The section headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of the Agreement.





Helena Business Improvement District

## **Community Aid Grant Application**

### **Downtown Public Restroom**

#### **BID Board of Trustees**

Seth Brandenberger, Chair  
Onawa Linden, Vice-Chair  
Ryan Stavnes, Treasurer  
Rex Seeley  
Alicia Pichette  
Randy Burrington  
Alice Santos

John Dendy, BID Executive  
Director

### **Auditing and Fiscal Controls**

The BID is governed by a Board of Trustees responsible for our fiscal management. Financials are reviewed and approved monthly. Our budget and work plan are approved annually by the City Commission. We conduct an annual audit as part of the City of Helena audit.

The BID will track all project expenses, including purchase, installation, and maintenance and can provide those to the City of Helena upon request and at project completion.

### **Contingency Plan**

The City Commission has already approved the requested amount. Lewis and Clark County and the BID are also major contributors. We expect to apply for TIF funds for the remaining balance.

### **Budget**

Project costs include:

• Prefabricated Restroom (see quote)	\$160,000
• Estimated Installation Labor/Materials	<u>\$60,000</u>
	\$220,000

Confirmed funding sources include:

• City of Helena	\$98,000
• Lewis and Clark Co.	\$35,000
• BID	<u>\$44,000</u>
	\$177,000

Before applying for the remaining \$43,000, the BID is seeking bids to better quantify installation costs.

### **Scope**

#### **Purchase**

The BID proposes to buy a Portland Loo (<https://portlandloo.com/>). We considered other prefabricated and site-built options. We vetted the Portland Loo (the Loo) with several similar cities, including Missoula, Billings, and Grand Rapids, Michigan. We chose the Portland Loo for these features:

- Safety
  - Louvers at the top and bottom provide complete visual privacy, while allowing law enforcement to determine how many people, if any, are inside. The louvers allow sound to escape the structure, so any noise associated with a violent crime would be audible in the area.
  - Blue interior lights make finding a vein for intravenous drug use difficult.
- Durability
  - Stainless steel construction.
  - Graffiti-resistant coating.

## **Exhibit B**

**Detailed Scope of Work:** The grant funds shall be used for the purchase and installation of a prefabricated restroom in downtown Helena, Montana. The grant funds shall not be released until the following conditions have been met:

- Permits for the restroom have been obtained;
- The City and the Helena Business Improvement District have agreed in a memorandum of understanding or similar agreement to the responsibilities each entity has to the maintenance and operation of the restroom; and
- The City has agreed to the location of the restroom.

## AGREEMENT COVERSHEET

(All City agreements and documents routed outside your department are required to have a coversheet):

Agreement Type: **Misc. / Other**

Department: **City Manager**

Division: **N/A**

Creator: **Amanda Opitz**

Date Created: **1/17/2024**

Contractor / Service Provider: **Exploration Works**

Agreement Amount / Value: **\$26,000**

Budget Funding Source: **General Fund**

Finance Project Number:

Agreement Number: Click or tap here to enter text.

Purpose / Additional Notes:

Grant agreement between the City and Exploration Works for \$26,000 of General

Fund Savings to support the creation of a new Discovery Lab education space.

City Attorney Received  
**RECEIVED**

**JAN 19 2024**

**CITY ATTORNEY'S OFFICE**

City Manager Received

**RECEIVED**


**JAN 25 REC'D**

**CITY MANAGER**

City Clerk Received

Department Approval:

Attorney Review:

\_\_\_\_\_  
  
\_\_\_\_\_

Please return digital executed agreement to:

Amanda Opitz, City Manager's Office

## **CITY OF HELENA GRANT AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF HELENA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 316 North Park Avenue, Helena, Montana 59623, hereinafter referred to as “City,” and **EXPLORATIONWORKS**, 995 Carousel Way, Helena, MT 59601 hereinafter referred to as “Grantee,” collectively referred to as “Parties.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

### **1. Background**

- a. The United States Congress passed the American Rescue Plan Act of 2021 (ARPA) allocating funds for states, municipalities, counties, tribes, and territories.
- b. The City received Local Fiscal Recovery Funds as part of the American Rescue Plan Fiscal Recovery Funds Program.
- c. On April 1, 2022, the United States Department of the Treasury issued its final rule governing spending guidelines for the American Rescue Plan Fiscal Recovery Funds Program that increased flexibility to create the most impact for communities.
- d. In April 2022, the City fulfilled its first annual compliance reporting responsibilities for State and Local Recovery Funds and declared \$8,486,620.43 of grant funds received as revenue loss for the provision of general government services in accordance with the United States Treasury Final rule guidelines which created General Fund savings. These General Fund savings are not ARPA funds and are not subject to ARPA reporting requirements.
- e. The Helena City Commission (the “City Commission”) passed Resolution 20852 which allocated General Fund savings. The City Commission has come to a consensus to distribute a portion of the General Fund savings for community-based projects to Grantees whose grant applications have been approved by the City Commission.
- f. The City Commission, at its sole discretion, approves the distribution of the General Fund savings to Grantees.



- i. a description of how the Grant Funds have been spent and/or obligated;
- ii. a description of how the use and/or obligation of the Grant Funds supports or accomplishes the activities identified in the Grant Documents;
- iii. a description of the progress of the activities identified in the Grant Documents;
- iv. a description of any issues related to the use and/or obligation of the Grant Funds and how those issues will be remedied;
- v. the amount of Grant Funds used and/or obligated;
- vi. the amount of Grant Funds that have not been used and/or obligated and how the Grantee anticipates using and/or obligating them; and
- vii. supporting documentation for each use and/or obligation of Grant Funds.

Supporting documentation, as used in this Agreement, includes, but is not limited to, financial reports, receipts, contracts, estimates, change orders, and other documents that show that the Grant Funds were spent on authorized activities.

If the Grantee does not submit a Progress Report by the deadline, the City may, at its sole discretion, recover the Grant Funds from the Grantee. The Grantee may request an extension for submitting a Progress Report and the City may grant the extension at its sole discretion.

- b. **Completion Report:** At the completion of the project or exhaustion of the Grant Funds, the Grantee shall submit a final Completion Report by the next scheduled reporting date for approval by the City Finance Director. The Grantee shall include the following information in the Completion Report:

- i. the final completion date or date the Grant Funds were exhausted;
- ii. a description of how the Grant Funds have been used and/or obligated;
- iii. a description of how the use and/or obligation of the Grant Funds supported or accomplished the activities identified in the Grant Documents;
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13. **Independent Contractor Status:** The parties agree that Grantee is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Grantee is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Grantee is not authorized to represent the City or otherwise bind the City in any dealings between Grantee and any third parties.
14. **Hold Harmless and Indemnification:** Grantee agrees, to the fullest extent permitted by law, to defend, hold harmless, and indemnify the City, its elected and appointed officials, officers, agents, employees, and volunteers from any and all losses, damage, liability and causes of action of any kind or character, including the cost of defense thereof, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act or omission on the part of the Grantee or Grantee's agents, employees, officers, representative, assignees, or invitees, in connection with this Agreement.
15. **No Assignment, Transfer, Delegation, or Subcontracting:** Grantee may not assign, transfer, delegate, or subcontract this Agreement or any of its rights, duties, or obligations hereunder without prior express written consent of the City.
16. **Compliance with Laws:** Grantee agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, Montana Code Annotated.
17. **Nondiscrimination:** Grantee agrees that it will not discriminate based on any protected class in any of its activities or provision of services regardless of whether or not those activities or services are provided in connection with this Agreement. Grantee agrees that all hiring of persons in connection with this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, creed, religion, color, national origin, age, physical or mental disability, marital status, sex, pregnancy, childbirth or medical condition related to pregnancy or childbirth, sexual orientation or expression, political beliefs or affiliation, genetic information, veteran status, culture, social origin or condition, or ancestry.
18. **Website Privacy Policy:** If Grantee collects any data electronically as part of the activities permitted by the terms and conditions of this Grant, Grantee agrees to comply with and follow the City's Website Privacy Policy in order to ensure the data security and data quality of personally identifiable information that is collected during the course and scope of this project.
19. **Records Access and Retention:** Grantee agrees, to the extent permitted by law, to provide

prevailing party shall be entitled to reasonable attorney fees and costs, including the salary and costs associated with the City Attorney's services.

23. **Termination for City's Convenience:** City may terminate this Agreement at any time if this Agreement is no longer in the best interest of the City or if funding for this Agreement becomes unavailable.
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## Exhibit A

### ExplorationWorks New Education Lab and Immersive Exhibit Space

#### Program/Project Approach

ExplorationWorks plans to enclose its current balcony space to allow for additional classroom and exhibit space to meet the community's growing need for science education, after school programs, and summer camps. Currently, the 778 sq. ft. balcony space, located on the upper level of the building, is unusable due to safety concerns and a leaking floor. The effects of the leaking floor are also impacting the Tech Lab classroom below. The proposed project would reinvent the space as a dynamic public engagement area, providing science enrichment all year long.

One half of the space will be converted into the Discovery Lab education classroom. During the school year, the Disco Lab will host our thriving preschool program, Early Explorers, which has nearly doubled in capacity in the last year. In the summer, our increasingly popular preschool summer camps would move from a tiny basement classroom into the Disco Lab. It will also host after-school classes, field trips, and summer camps, allowing us to expand the number of students served each year.

The second half of the space will consist of an immersive exhibit area that will use cutting-edge virtual reality technology to transport visitors and students to destinations across the globe and solar system. This space, referred to as The Anywhere Room, will attract more visitors and expand educational opportunities for students across Montana. This immersive experience will put ExplorationWorks and Helena at the forefront of shared visualization technology, as the first Montana organization to feature Igloo Vision immersive technology.

To accommodate multiple needs with a single space, these two rooms are divided by a flexible wall which can be opened to create a larger classroom to host bigger classes, field trips and community events. Our project timeline is as follows:

- January – April 2023: Finalize designs with Mosaic Architecture and finalize technology scope with Igloo Vision.
- April 2023 – March 2024: Capital Campaign to allocate all funds for project.
- March – August 2024: Work with contractor on final plans, including the final review, pricing, and permit submittals.
- September 2024 - Begin construction. Removal of current flooring - structural changes to meet building codes.
- October 2024 - Constructing walls to enclose space.
- November 2024 - Begin building internal structure of classroom, storage, and immersive museum space.
- December 2024 - Plumbing, electrical, fire suppression, and HVAC installation in the new space.
- January 2025 - Finishing space: drywall, classroom furniture/cabinetry, paint, projector/PA system.
- May 2025. Project Completed. Ready to use as new classroom and museum space.

## AGREEMENT COVERSHEET

(All City agreements and documents routed outside your department are required to have a coversheet):

Agreement Type: **Misc. / Other**

Department: **City Manager**

Division: **N/A**

Creator: **Amanda Opitz**

Date Created: **1/17/2024**

Contractor / Service Provider: **Friendship Center**

Agreement Amount / Value: **\$100,000**

Budget Funding Source: **General Fund**

Finance Project Number:

Agreement Number: Click or tap here to enter text.

Purpose / Additional Notes:

Grant agreement between the City and the Friendship Center for \$100,000 of

General Fund Savings to support the acquisition of the original Friendship Center location at 1503

Gallatin Ave.

City Attorney Received

**RECEIVED**

**JAN 19 2024**

**CITY ATTORNEY'S OFFICE**

City Manager Received

**RECEIVED**

**JAN 25 REC'D**

**CITY MANAGER**

City Clerk Received

Department Approval:

Attorney Review:

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Exhibit A      ☒ Proposal/Scope of Work attachment in the Grantee's Grant Application  
                    ☐ Detailed Scope of Work document

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30. **Headings:** The section headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of the Agreement.

## **PROPOSAL DETAILS**

### **PROGRAM/PROJECT APPROACH**

TFC is the only multi-service agency in Lewis and Clark, Jefferson and Broadwater Counties - a service area of over 6,300 square miles - whose mission includes comprehensive and direct support to victims and families of DVSA crimes. We have met a critical and life-saving need in our community for more than 50 years, Domestic violence and sexual assault continue to plague our communities at levels of epidemic proportion. According to the Montana Board of Crime Control, there were 383 partner/family member assaults, 19 instances of kidnapping, and 37 forcible sex offenses in our service area throughout 2023.

We have a rare opportunity to reacquire the original Friendship Center, located directly across the street from our current location in Helena, and create a contiguous campus with minimal interruption to our current services. \$100,000 from the City of Helena will be used toward the purchase the property..

The purchase of the house will allow TFC to expand our capacity to serve the growing number of clients we are encountering in a number of ways. Located at 1503 Gallatin Avenue, this 2,900 square-foot house will provide the programmatic and office space to:

- Double our impact to provide 70 community education presentations to more than 2,000 people.
- Double our impact to provide 15 trainings to more than 250 professionals in the healthcare, law enforcement, and first responder fields.
- Offer additional client services including support groups and educational/wellness classes.
- Establish a donation collection center.
- Increase and maintain volunteers and our volunteer program to support services and outreach.
- Add staff to increase our ability to serve an additional 300 clients each year.

### **OUTCOMES**

There are two phases for the campus expansion. Phase 1 includes raising \$400,000 by December 15, 2023, to cover the purchase of the house and other associated closing costs. To date, we have secured \$89,000 and have \$250,000 in pending requests including this application to the City of Helena.

In Phase 2, we will embark on an effort to raise another \$200,000 by December 31, 2025, to complete the necessary renovations to bring the building up to commercial code, ensure ADA accessibility and compliance, install a security system, purchase furnishings, and upgrade technology to integrate with the existing Friendship Center systems.



## AGREEMENT COVERSHEET

(All City agreements and documents routed outside your department are required to have a coversheet):

Agreement Type: **Misc. / Other**

Department: **City Manager**

Division: **N/A**

Creator: **Amanda Opitz**

Date Created: **1/17/2024**

Contractor / Service Provider: **Helena Regional Sports Association**

Agreement Amount / Value: **\$47,500**

Budget Funding Source: **General Fund**

Finance Project Number:

Agreement Number: Click or tap here to enter text.

Purpose / Additional Notes:

Grant agreement between the City and the Helena Regional Sports Association for

\$47,500 of General Fund Savings to support a sustainability study for their recreation facility project.

City Attorney Received

**RECEIVED**

**JAN 19 2024**

**CITY ATTORNEY'S OFFICE**

City Manager Received

**RECEIVED**

**JAN 25 REC'D**

**CITY MANAGER**

City Clerk Received

Department Approval:

Attorney Review:



Please return digital executed agreement to:

Amanda Opitz, City Manager's Office

## **CITY OF HELENA GRANT AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF HELENA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 316 North Park Avenue, Helena, Montana 59623, hereinafter referred to as “City,” and **HELENA REGIONAL SPORTS ASSOCIATION**, 5902 Head Lane, Helena, MT 59602 hereinafter referred to as “Grantee,” collectively referred to as “Parties.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

### **1. Background**

- a. The United States Congress passed the American Rescue Plan Act of 2021 (ARPA) allocating funds for states, municipalities, counties, tribes, and territories.
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- e. The Helena City Commission (the “City Commission”) passed Resolution 20782 which allocated General Fund savings. The City Commission has come to a consensus to distribute a portion of the General Fund savings for community-based projects to Grantees whose grant applications have been approved by the City Commission.
- f. The City Commission, at its sole discretion, approves the distribution of the General Fund savings to Grantees.

2. **Purpose:** The purpose of this Agreement is for the City to distribute a portion of the General Fund savings to the Grantee in the form of a grant pursuant to this Agreement.
3. **Effective Date and Term:** This Agreement is effective upon execution by both Parties.
4. **Award of Grant Funds:** The City hereby grants to the Grantee a sum of Forty-Seven Thousand Five Hundred Dollars (\$47,500.00) ("Grant Funds") to be used only in accordance with the terms of this Agreement. Grant funds will be paid as reimbursement for activities allowable under this Agreement. Reimbursement will be paid within thirty (30) days after a quote for services or invoice has been submitted, with supporting documentation, by the Grantee and approved by the City Finance Director.

Grantee must submit a valid W9 form to the City Finance Director before the Grant Funds will be released to the Grantee.

5. **Spend by Date:** All Grant Funds must be spent by December 31, 2026. Unless the City grants an extension, any Grant Funds not spent by the specified date will revert to the City.

**Authorized Use of Grant Funds:** Grant Funds may be used only for activities identified in the Proposal/Scope of Work attachment in the Grantee's Grant Application and/or the Detailed Scope of Work document ("Grant Documents"), attached hereto as **Exhibit A** and hereby incorporated into this Agreement by reference, and as approved by the City Manager.

The Grantee is expressly prohibited from using the Grant Funds for any other purpose. No portion of the Grant Funds may be used for ongoing personnel costs. In addition, no portion of the Grant Funds may be used for illegal purposes or for purposes in violation of any laws. If the amount of the Grant Funds is in excess of the amount needed for the activities identified in the Grant Documents, Grantee shall refund the excess amount to the City within thirty (30) days of discovering the excess amount.

Modifications to the authorized use of the Grant Funds must be submitted in writing and approved by the City Manager.

6. **Reporting Requirements:** During the term of this Agreement, the Grantee shall submit the following reports to the City:
  - a. **Progress Reports:** Unless otherwise specified by the City Commission, the Grantee shall submit quarterly Progress Reports to the City Finance Director. The Grantee shall include the following information in the Progress Reports:

- i. a description of how the Grant Funds have been spent and/or obligated;
- ii. a description of how the use and/or obligation of the Grant Funds supports or accomplishes the activities identified in the Grant Documents;
- iii. a description of the progress of the activities identified in the Grant Documents;
- iv. a description of any issues related to the use and/or obligation of the Grant Funds and how those issues will be remedied;
- v. the amount of Grant Funds used and/or obligated;
- vi. the amount of Grant Funds that have not been used and/or obligated and how the Grantee anticipates using and/or obligating them; and
- vii. supporting documentation for each use and/or obligation of Grant Funds.

Supporting documentation, as used in this Agreement, includes, but is not limited to, financial reports, receipts, contracts, estimates, change orders, and other documents that show that the Grant Funds were spent on authorized activities.

If the Grantee does not submit a Progress Report by the deadline, the City may, at its sole discretion, recover the Grant Funds from the Grantee. The Grantee may request an extension for submitting a Progress Report and the City may grant the extension at its sole discretion.

- b. **Completion Report:** At the completion of the project or exhaustion of the Grant Funds, the Grantee shall submit a final Completion Report by the next scheduled reporting date for approval by the City Finance Director. The Grantee shall include the following information in the Completion Report:

- i. the final completion date or date the Grant Funds were exhausted;
- ii. a description of how the Grant Funds have been used and/or obligated;
- iii. a description of how the use and/or obligation of the Grant Funds supported or accomplished the activities identified in the Grant Documents;
- iv. a description of any issues related to the use and/or obligation of the Grant Funds and whether those issues were remedied;
- v. the amount of Grant Funds used and/or obligated;
- vi. the amount of Grant Funds that were not used and/or obligated; and
- vii. supporting documentation for each use and/or obligation of Grant Funds.

If the Grantee does not submit the Completion Report by the deadline, the City may, at its sole discretion, recover the Grant Funds from the Grantee. The Grantee may request an extension for submitting the Completion Report and the City may grant the extension at its sole discretion.

7. **Performance Monitoring:** The City or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine whether Grantee is complying with the terms of this Agreement. It is understood that City or any of its authorized agents, at the City's discretion, may perform periodic fiscal and project monitoring reviews at a reasonable time on dates to be arranged. These reviews are separate and distinct from the reporting requirements listed in the "Reporting Requirements" section of this Agreement. It is also understood that review by other officials may be required on dates to be arranged. As part of the monitoring activities listed in this section, the Grantee agrees to allow the City, its authorized agents, and other officials access, at a reasonable time to be arranged, to the Grantee's premises, project site, business records, and any other location or document that may be relevant to performance under this Agreement.
8. **Recovery of Grant Funds:** If the City, at its sole discretion, determines that the Grantee is not complying with the terms of this Agreement, the City may suspend or terminate this Agreement and recover the Grant Funds. The City may also recover the Grants Funds if the City determines, at its sole discretion, that the Grantee cannot use the Grant Funds on the activities identified in the Grant Documents.

If Grantee doesn't use or is unable to use the Grant funds for the activities identified in the Grant Documents, the Grantee shall promptly refund the Grant Funds to the City as soon as the Grantee is aware of non-use or inability to use the Grant Funds.

The City may seek all remedies at law to recover the Grant Funds. This includes, but is not limited to, filing a breach of contract claim against the Grantee.

9. **Maintenance of Records Required:** Grantee must maintain accurate records supporting all expenditures of grant funding, including but not limited to, receipts for all goods and services. The City may require that Grantee undergo an audit, at the Grantee's expense, of any such records as a condition of this grant. Grantee may be required to refund to the City any Grant Funds expended for which there is not adequate supporting documentation.
10. **Accountability:** The Grantee agrees to allow the City, its auditors, and other persons authorized by the City to inspect and copy the books and records of Grantee for the purpose of verifying that the Grant Funds were used in compliance with this Agreement and the law.
11. **Fund Availability:** This grant award is conditional upon availability of City funds and may be reduced at any time due to budget reductions.
12. **No Guarantee of Future Funding:** This award does not commit the City to future funding.

13. **Independent Contractor Status:** The parties agree that Grantee is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Grantee is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Grantee is not authorized to represent the City or otherwise bind the City in any dealings between Grantee and any third parties.
14. **Hold Harmless and Indemnification:** Grantee agrees, to the fullest extent permitted by law, to defend, hold harmless, and indemnify the City, its elected and appointed officials, officers, agents, employees, and volunteers from any and all losses, damage, liability and causes of action of any kind or character, including the cost of defense thereof, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act or omission on the part of the Grantee or Grantee's agents, employees, officers, representative, assignees, or invitees, in connection with this Agreement.
15. **No Assignment, Transfer, Delegation, or Subcontracting:** Grantee may not assign, transfer, delegate, or subcontract this Agreement or any of its rights, duties, or obligations hereunder without prior express written consent of the City.
16. **Compliance with Laws:** Grantee agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, Montana Code Annotated.
17. **Nondiscrimination:** Grantee agrees that it will not discriminate based on any protected class in any of its activities or provision of services regardless of whether or not those activities or services are provided in connection with this Agreement. Grantee agrees that all hiring of persons in connection with this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, creed, religion, color, national origin, age, physical or mental disability, marital status, sex, pregnancy, childbirth or medical condition related to pregnancy or childbirth, sexual orientation or expression, political beliefs or affiliation, genetic information, veteran status, culture, social origin or condition, or ancestry.
18. **Website Privacy Policy:** If Grantee collects any data electronically as part of the activities permitted by the terms and conditions of this Grant, Grantee agrees to comply with and follow the City's Website Privacy Policy in order to ensure the data security and data quality of personally identifiable information that is collected during the course and scope of this project.
19. **Records Access and Retention:** Grantee agrees, to the extent permitted by law, to provide



the City, or the City's authorized agent, access to any and all records required to be maintained by the conditions of this Agreement at the City's request. The City may terminate this Agreement without incurring liability and required repayment of any Grant Funds previously paid if the Grantee refuses to allow access to records as provided in this section. Grantee agrees to retain any records concerning this Agreement for **eight (8) years** after the last of Grant Funds have been paid. The obligation to maintain records required by this section survives the termination or the expiration of this Agreement.

20. **Notice Protocol:** Any notice or demand required or permitted to be given under the terms of this Agreement must be in writing. Written notice shall be deemed given when hand-delivered, or when mailed by first class mail, postage prepaid, to the addresses specified in this section, or by e-mail with confirmation of delivery.

The City's liaison for purposes associated with this Agreement is:

Name: Sheila Danielson, Finance Director  
Address: 316 N. Park Ave., Helena, MT 59623  
Phone: 406-447-8416  
E-Mail: sdanielson@helenamt.gov

The Grantee's liaisons for purposes associated with this Agreement are:

Name: Paul Landes  
Address: 5902 Head Lane, Helena, MT 59602  
Phone: 406-916-8881  
E-Mail: paulhlandes@gmail.com

Name: Heather Grahame  
Address: 17 Reeders Village Drive, Helena, MT 59601  
Phone: 406-916-8881  
Email: [heatherhgrahame@gmail.com](mailto:heatherhgrahame@gmail.com)

If either party changes address or contact person, it must notify the other party in writing at the address provided in this section.

21. **Default and Termination:** The City may terminate this Agreement for failure of the Grantee to perform or comply with any of the services, duties, terms, or conditions contained in this Agreement after giving the Grantee written notice of the stated failure. The notice must specify the action required to correct the failure and a period of time, not less than thirty (30) days, within which to cure. If the demanded performance is not

completed within the specified period, the City may terminate this Agreement and require repayment of any Grant Funds received.

22. **Attorney Fees:** In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement, then the prevailing party shall be entitled to reasonable attorney fees and costs, including the salary and costs associated with the City Attorney's services.
23. **Termination for City's Convenience:** City may terminate this Agreement at any time if this Agreement is no longer in the best interest of the City or if funding for this Agreement becomes unavailable.
24. **Termination in Writing:** Notice to terminate must be in writing and made in accordance with the provision in the "Notice Protocol" section of this Agreement.
25. **Remedies Non-Exclusive:** Any remedies available under this Agreement are cumulative and non-exclusive. Use of one remedy does not preclude use of the others.
26. **Failure to Enforce Not a Waiver:** City's failure, at any time, to enforce or to seek strict compliance with any provision of this Agreement or to exercise any right or remedy arising from the breach thereof does not constitute a waiver of that provision or remedy or of any other provision of this Agreement or available remedy.
27. **Full Integration:** This Agreement, together with its exhibits, if any, embodies the entire understanding between the parties relating to the subject matter contained herein and supersedes any prior statements, understandings, promises, or representations made by either party or their agents. No agent or representative of either party has authority to make any representations, statements, warranties, or agreements not herein expressed.

The following exhibits are made part of this Agreement by reference:

Exhibit A      ☒ Proposal/Scope of Work attachment in the Grantee's Grant Application  
                    ☐ Detailed Scope of Work document

28. **Amendments in Writing:** All amendments to this Agreement must be in writing and executed by all parties to this Agreement.
29. **Governing Law and Venue:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana. If a dispute arises, the proper venue for the hearing of the case is the District Court of the First Judicial District

of the State of Montana, in and for the County of Lewis and Clark.

30. **Headings:** The section headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of the Agreement.
31. **Severability:** If any term or provision of this Agreement is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and conditions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term, condition, or provision held to be invalid.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates stated below.

**FOR THE CITY OF HELENA MONTANA**

Signed: \_\_\_\_\_  
By: Tim Burton, City Manager

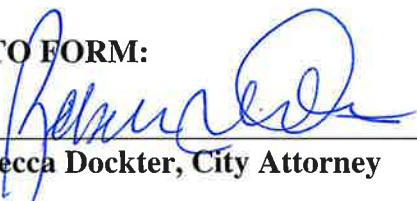
Dated: \_\_\_\_\_

**FOR THE GRANTEE**

Signed:   
By: Paul Landes, Treasurer

Dated: 1-11-24

**APPROVED AS TO FORM:**

Signed:   
By: Rebecca Dockter, City Attorney

Dated: 1/25/24

### HRSA's Proposal

HRSA plans to construct an "Aquatics Swim Complex and Recreation Center" (**Aquatics/Rec Center**) to address unmet Helena health, safety, and quality of life needs. However, recreational projects often struggle to meet their ongoing operation and maintenance (O&M) expenses beyond initial funding. HRSA's proposal for Community Aid Grant Funds requests \$64,000 for a sustainability study (Study) to identify options for funding the **Aquatics/Rec Center's** O&M.

HRSA strongly believes that best practices require the Study be completed at this time, *prior* to the project's final design. This will help ensure the **Aquatics/Rec Center's** long-term economic viability and ultimate success.

HRSA has methodically prepared to fund and construct the **Aquatics/Rec Center**. After establishment as a nonprofit, HRSA raised funds and paid for several foundational studies related to constructing an indoor aquatic/multisport facility. One study, the *Highland Economics* Study, concluded:

- Indoor recreational facilities promote and provide opportunities to be physically active and make a significant difference in a community's physical and mental health, as well as quality of life (pgs. 1-2, 12-16).
- Indoor sports and recreational facilities improve a community's quality of life and in so doing, helps economic development by attracting and retaining residents and businesses (pgs. 1, 4-6).
- Helena lacks the sports and recreational facilities commonly found in other Montana communities (pgs. 1, 6-8).
- Indoor sports and recreational facilities attract out of town visitors for tournaments with positive economic impacts - 12,230 annual visitors spending \$1,364,480 are projected (pgs. 18-19).
- Businesses will redevelop and reinvest in the Helena community (pgs. 1, 4).
- The current facilities in Helena are not meeting the public's needs (p. 8).

Another study, the *Ballard\*King and Associates* study, concluded that such a facility would provide "much needed, sports amenities," would "provide a strong economic engine" for the area, and that "there is a strong market for an indoor multi-sport complex." (pgs. 49, 100). It also concluded that under three different scenarios, on an annual basis, expenses outweighed revenues (Appendix D.) This latter conclusion, consistent with the experience of many recreational facilities, is the basis of HRSA's application as the **Aquatics/Rec Center** must be financially sustainable.

All Helena residents can potentially benefit from the **Aquatics/Rec Center** as the *Highlands Economics* and *Ballard* studies demonstrate that there are no other organizations or facilities in Helena that meet these quality of life, public health, and recreational needs. HRSA's requested

funds will pay for the Study that will identify the alternatives for funding the **Aquatics/Rec Center's** O&M. That Study will be the measurable outcome of the requested funds. The requested funds in this application would not make up a major or sustaining funding source for the **Aquatics/Rec Center** as the requested funds will be used solely to fund the Study. HRSA will account for and report on the granted funding to the City of Helena by providing a copy of the Study to the City and a full accounting of the granted funds. There are no other expenses and are no revenues associated with this request for Community Aid Grant funds. The *Highland Economics* and *Ballard* studies establish the significant need for and the community benefits of an **Aquatics/Rec Center**, and HRSA is poised to begin its community outreach efforts. HRSA has been meeting for months with government and community leaders and has identified previously unknown community needs. For example, the MT National Guard needs pool facilities to train and certify its pilots, and the VA needs pool facilities for its clientele's physical therapy and other health-related needs. Undoubtedly, there are other organizations in the area that would greatly benefit from an **Aquatics/Rec Center**.

An organization's fiscal controls are critical and must be effective. At this time, HRSA does not have any funds – with the funds previously raised, HRSA paid for the *Highland Economics* and the *Ballard* Studies. When HRSA does start fundraising, HRSA will retain accounting assistance and will implement any recommended financial controls. However, HRSA commits to providing the City an accounting of any Community Aid Grant funds that pay for the Study.

HRSA will fundraise at the appropriate time. The plan for funding the facility's O&M is critical to our financial plan. Should HRSA's request not be fully funded, HRSA will need to raise funds in the private market which it hopes to reserve for project construction funds. This grant will help HRSA move quickly and efficiently.

HRSA will use all of the grant funds to pay contractors/consultants for a sustainability study.

***City of Helena, Montana***

**12/20/2023**

**To:** City Manager, Tim Burton

**From:** Ryan Leland, Public Works Director  
Jamie Clark, City Engineer

**Subject:** Updated City of Helena Water Treatment Master Plan by Nate Weisenberger, AE2S Engineering

**Present Situation:** The City of Helena Water Treatment Master Plan Update was completed by AE2S Engineering in November of 2023.

**Background Information:** The previous water treatment facility planning document was completed in 2005 by HDR Engineering. A water distribution and storage planning document was completed in 2020 by AE2S Engineers. This master plan update covers the municipal water supply and treatment systems for the City of Helena. Master Plan updates are regularly completed by the City Engineering Department.

**Proposal/Objective:** The City of Helena's Consultant AE2S will be presenting the Draft Water Treatment Master Plan Update.

**Advantage:** None Noted.

**Notable Energy Impact:** N/A

**Disadvantage:** No Disadvantages are noted with this proposal.

**Notice of Public Hearing:** False

**Staff Recommendation/  
Recommended Motion:** Move to approve the agenda item for presentation of the Updated Water Treatment System Master Plan.



# WATER TREATMENT

.....

## Master Plan Update Executive Summary





# INTRODUCTION

Addressing system challenges proactively is critical to ensure sustainable system operations. Water treatment obstacles come in many forms including water supply limitations, population growth, increasing water demands, aging infrastructure, and increased regulatory requirements. Municipalities manage these obstacles by understanding emerging technological trends and completing effective capital improvements planning. The 2023 *Helena Water Treatment Master Plan* provides a guide for capital improvements to the City of Helena's (City) municipal water supply system. The recommended advancements included in the Capital Improvements Plan (CIP) provides the basis for future planning, financing, designing, constructing, and implementing solutions to meet the City's water treatment needs. This document serves as an Executive Summary to the 2023 *Helena Water Treatment Master Plan*.



# SUSTAINABLE WATER UTILITY



**DESIGN &  
CONSTRUCTION**



**CAPITAL  
IMPROVEMENTS  
PLANNING**



**SYSTEM  
EVALUATION**



**PROACTIVE  
PLANNING**



**UNDERSTANDING  
OF THE EXISTING  
SYSTEM**

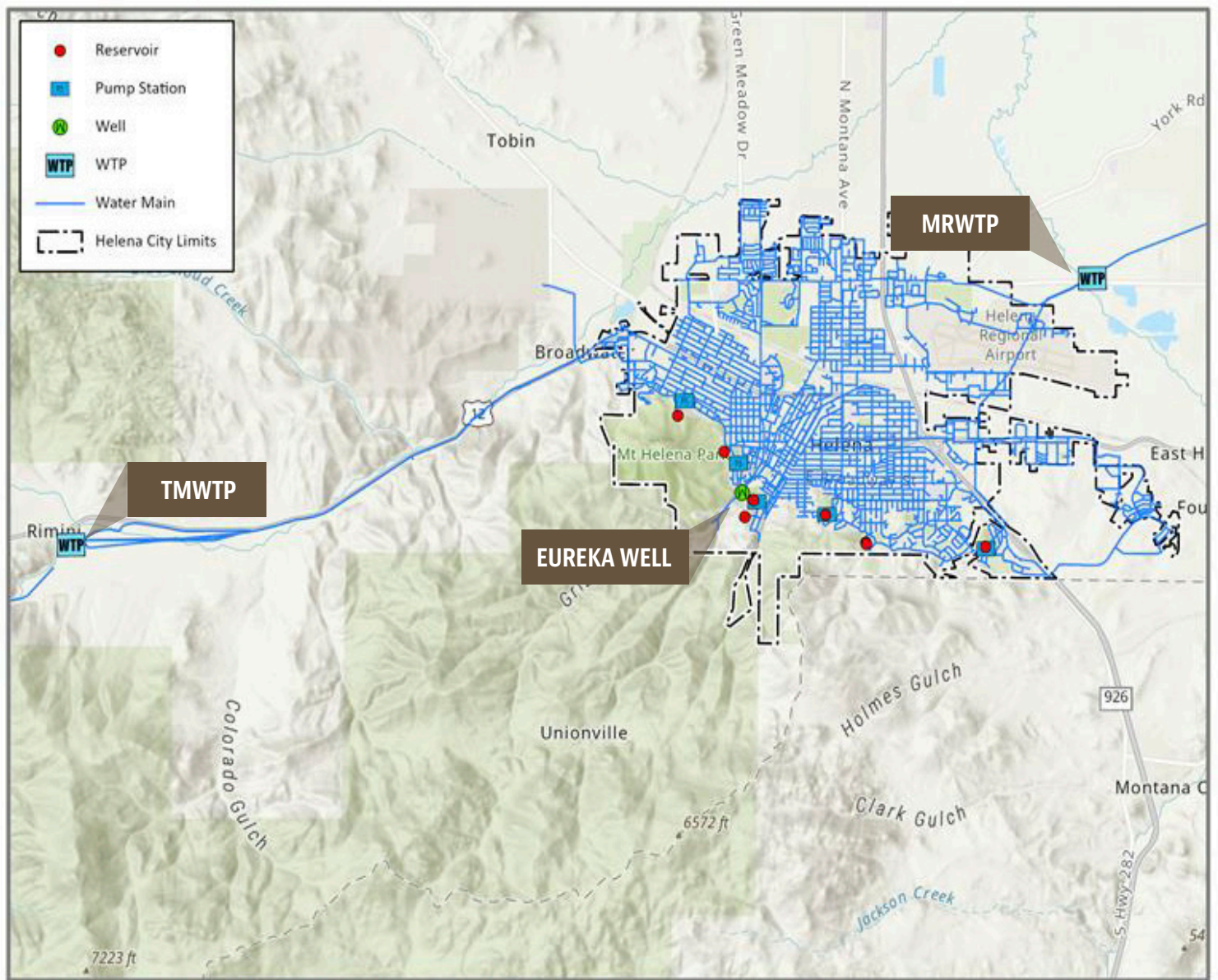


## UNDERSTANDING OF THE EXISTING SYSTEM

The City's current water supply comes predominantly from the Ten Mile Water Treatment Plant (TMWTP) and the Missouri River Water Treatment Plant (MRWTP). The Eureka Well provides a small but important portion of the City's water supply. The water distribution system is divided into 13 pressure zones containing a total of 8 storage reservoirs.







## SYSTEM CHALLENGES



### GROWING DEMAND

During peak season, both facilities are pushed to maximum capacity - and the City is growing.



### SOURCE LIMITED

Tenmile Creek storage entirely dependent upon snow pack.



### AGING INFRASTRUCTURE

TMWTP is 33 years old and MRWTP is 65 years old.



### DIFFICULT TREATMENT

Rapidly changing turbidity and seasonally variable organic levels require operational diligence.



## HOW MUCH WATER DO WE USE NOW?

Water use trends are critical when assessing the capacity of the existing and future treatment needs. Understanding how water is currently being used helps refine the approach toward water supply management and establish strategies to better position the utility to meet future water needs.

### SEASONAL WATER DEMAND VARIATION

(SEASONAL CURVE REPRESENTED IN AVERAGE MONTHLY DEMAND)

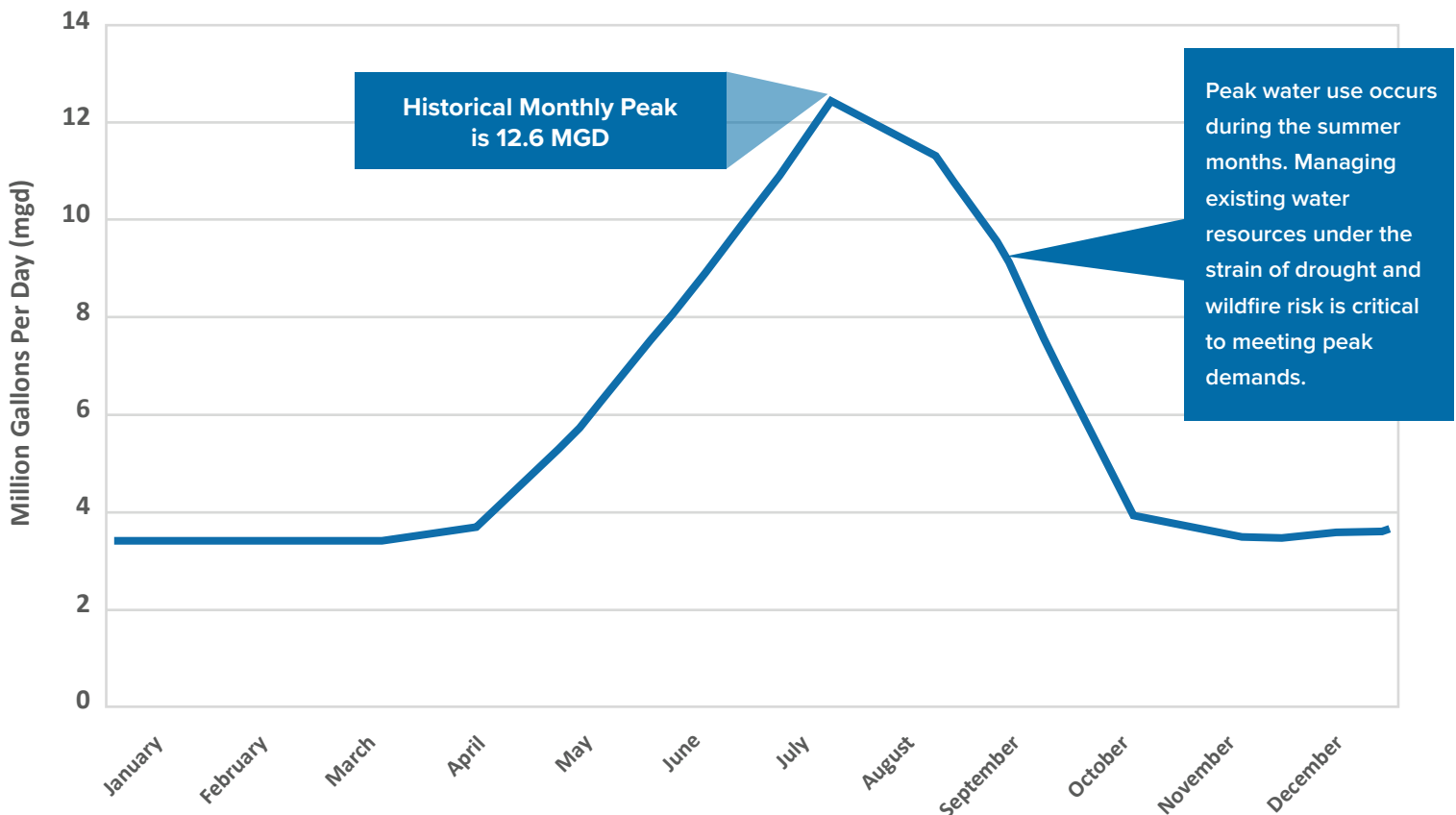






Photo Credit: Montana Fish, Wildlife, and Parks

## HOW MUCH WATER WILL WE NEED?

Water demand projections are important when sizing future infrastructure and developing capital improvement plans. Future demands were estimated by defining the volume of water needed for an Equivalent Residential Unit (ERU) based on historical water use and projecting that into the future to address anticipated growth. Additional maximum day demands based on a range of growth possibilities for the City are shown below.

1 ERU = 2.1 People

Peaking factors are calculated by dividing Maximum Day Demand (MDD) by the Average Day Demand (ADD). Based on past trends, a peaking factor of 2.8 is recommended for system design.

### FUTURE WATER DEMANDS BASED ON GROWTH

Population (in ERUs)	Average Day Demand (ADD) [mgd]	Maximum Day Demand (MDD) [mgd]
<b>Current</b>	<b>6.92</b>	<b>16.60</b>
<b>+5,000</b>	<b>8.90</b>	<b>21.36</b>
<b>+10,000</b>	<b>10.88</b>	<b>26.11</b>
<b>+15,000</b>	<b>12.86</b>	<b>30.86</b>





# PROACTIVE GROWTH PLANNING

## Identifying Areas of Future Growth

The identification of regions where growth is likely to occur was provided within the 2020 Water System Master Plan. Two specific areas were identified, including the southeast part of Helena in the Mountain View Meadows and Padbury Ranch developments, and the north part of Helena generally between Green Meadow Drive and McHugh Lane.

### WHAT IMPACTS WILL GROWTH HAVE?

- Increase Raw Water Supply Pipeline Improvements
- MRWTP Filtration Expansion
- High Zone Pump Station Additional Pump Capacity

### UNDERSTANDING FUTURE GROWTH

Primary growth areas are to the north and east of Helena. Given the combination of water rights and proximity to the MRWTP, as well as TMWTP's water rights limitations, the treatment capacity expansion at the MRWTP to meet future growth would be the most economical.

#### Current Capacity

Additional ERU's	MMD Demand (MGD)
750	17.3
<i>Treated Water Source (MGD)</i>	
TMWTP	7.2
MRWTP	9.1
Eureka Well	1.0

With the current capacity of treated supply, the City has the capacity to serve an additional 750 ERU's.

Addition of 3MGD of groundwater capacity would supply capacity for an additional 3,850 ERU of growth prior to requiring added capacity.

#### Current Capacity with Additional Wells

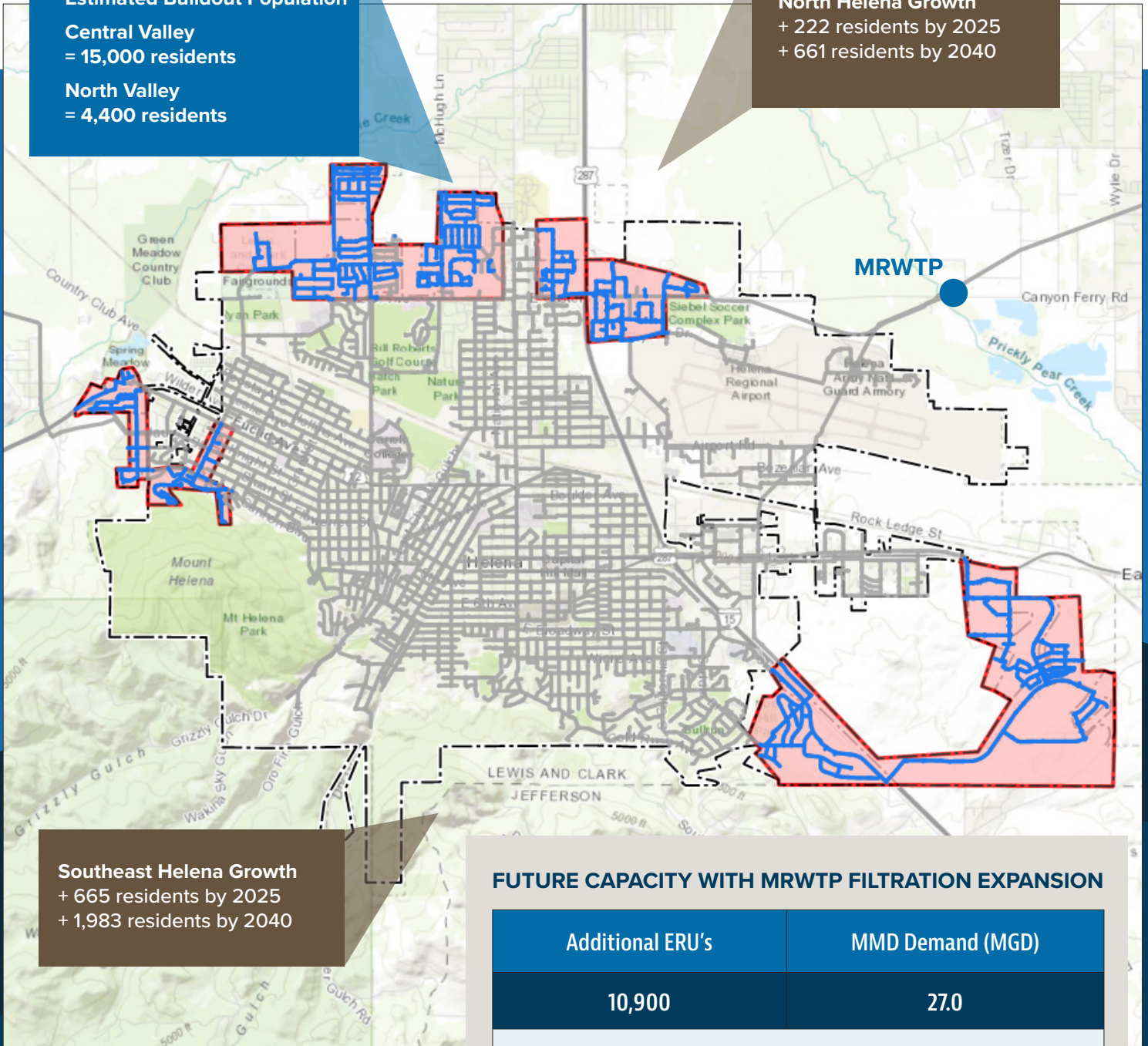
Additional ERU's	MMD Demand (MGD)
3,850	20.3
<i>Treated Water Source (MGD)</i>	
TMWTP	7.2
MRWTP	9.1
MRWTP - Wells	3.0
Eureka Well	1.0

### LONG-TERM EXPANSION Estimated Buildout Population

Central Valley  
= 15,000 residents

North Valley  
= 4,400 residents

**North Helena Growth**  
+ 222 residents by 2025  
+ 661 residents by 2040



**Southeast Helena Growth**  
+ 665 residents by 2025  
+ 1,983 residents by 2040

### FUTURE CAPACITY WITH MRWTP FILTRATION EXPANSION

Additional ERU's	MMD Demand (MGD)
10,900	27.0
<i>Treated Water Source (MGD)</i>	
TMWTP	7.2
MRWTP	9.1
MRWTP - Filtration Expansion	6.7
MRWTP - Wells	3.0
Eureka Well	1.0

- [---] Helena City Limits
- Water Main Installed Since 2000
- Existing Water Main
- [---] Areas of Recent Growth



## SYSTEM EVALUATION

The water treatment facilities were evaluated under existing and future demand conditions utilizing the calibrated hydraulic model. The model was used to better understand the current limitations of the system and identify treatment pumping systems interaction with transmission and storage facilities. An understanding of the limitations of the existing water treatment capacity available is critical to the development and expansion of the system for satisfactory system performance, longevity, and to accommodate future growth. In addition, onsite filter media coring/testing, backwash process assessment and SCADA overview was performed at each of the water treatment facilities to evaluate overall filter performance. The system evaluation included review of the following components:



**SUPPLY** - Identifying water supply, water rights, and source limiting risks.



**CAPACITY** - Evaluating treatment facilities processes and water quality issues, as well as understanding existing and future regulatory concerns.



**QUALITY** - Identifying treated water quality concerns, treatment technologies to address the issues, and cost effective alternatives for the City to consider.



**GROWTH** - Understanding how the City is growing, locations where the growth is occurring, as well as how fast.



**INVENTORY** - Developing an asset inventory for each treatment facility helps organize the City's assets based on criticality, age, and condition to help manage unexpected cost.

## ASSET INVENTORY



**Overall Water Treatment Facilities are in good condition.**



### TMWTP CONCERNS:

- PAC Chemical Feed Equipment
- CAC Blowers



### MRWTP CONCERNS:

- Air Scour Blowers
- Sedimentation Basins 1 & 2
- Sludge Collection System



### RECOMMENDATIONS

- ✓ Regularly update the inventory of treatment and process equipment throughout the City's treatment facilities to maintain a keen understanding of it's age and condition.
- ✓ Continue equipment maintenance and replacement schedule to limit the amount of unscheduled downtime.





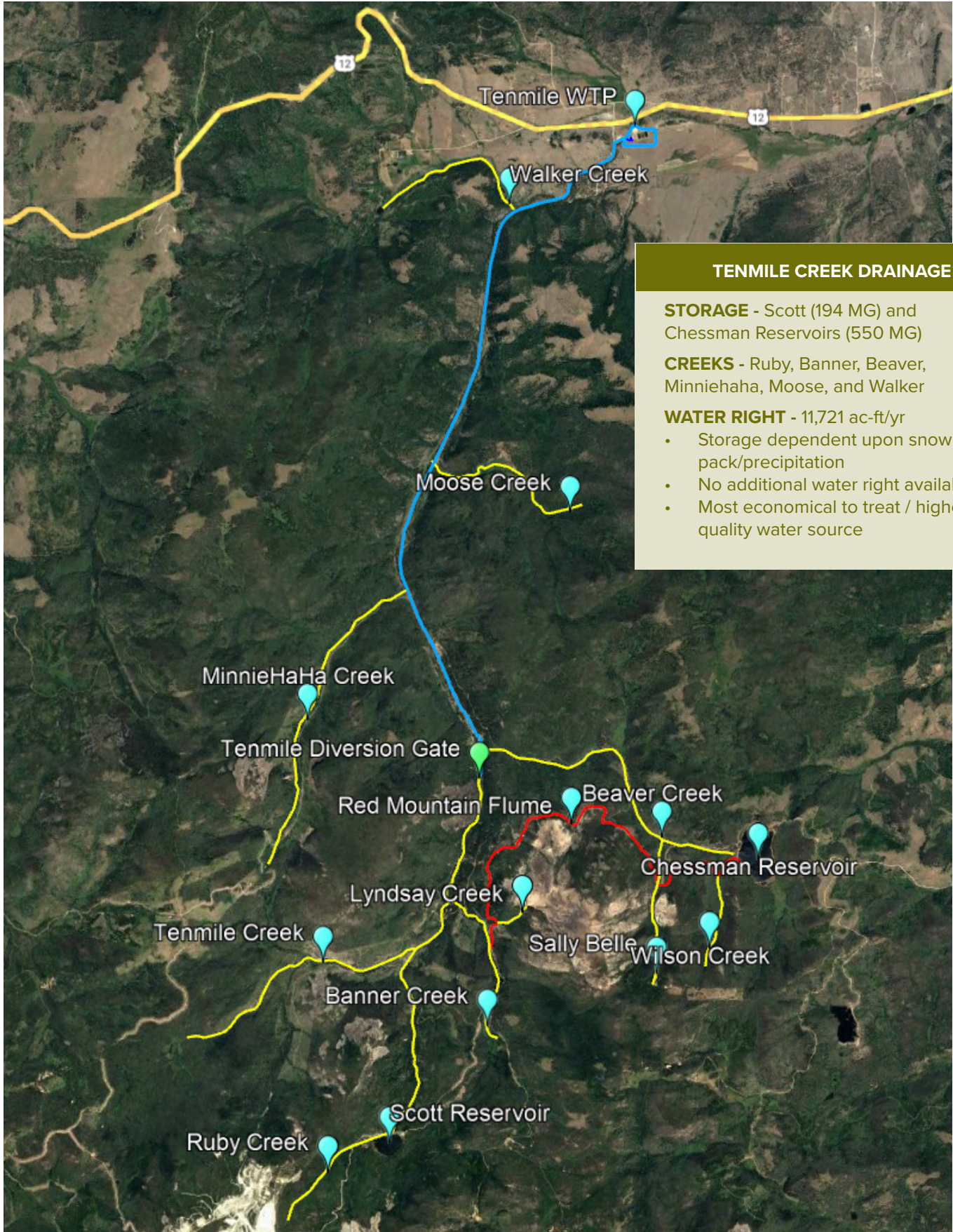
## SUPPLY - TENMILE WTP

**10.4MGD**  
Water Right

### EXISTING CAPACITY

**7.5MGD**  
Treatment Capacity

**\$0.14**  
Cost to Treat 1K Gallons



### TENMILE CREEK DRAINAGE

**STORAGE** - Scott (194 MG) and Chessman Reservoirs (550 MG)

**CREEKS** - Ruby, Banner, Beaver, Minniehaha, Moose, and Walker

**WATER RIGHT** - 11,721 ac-ft/yr

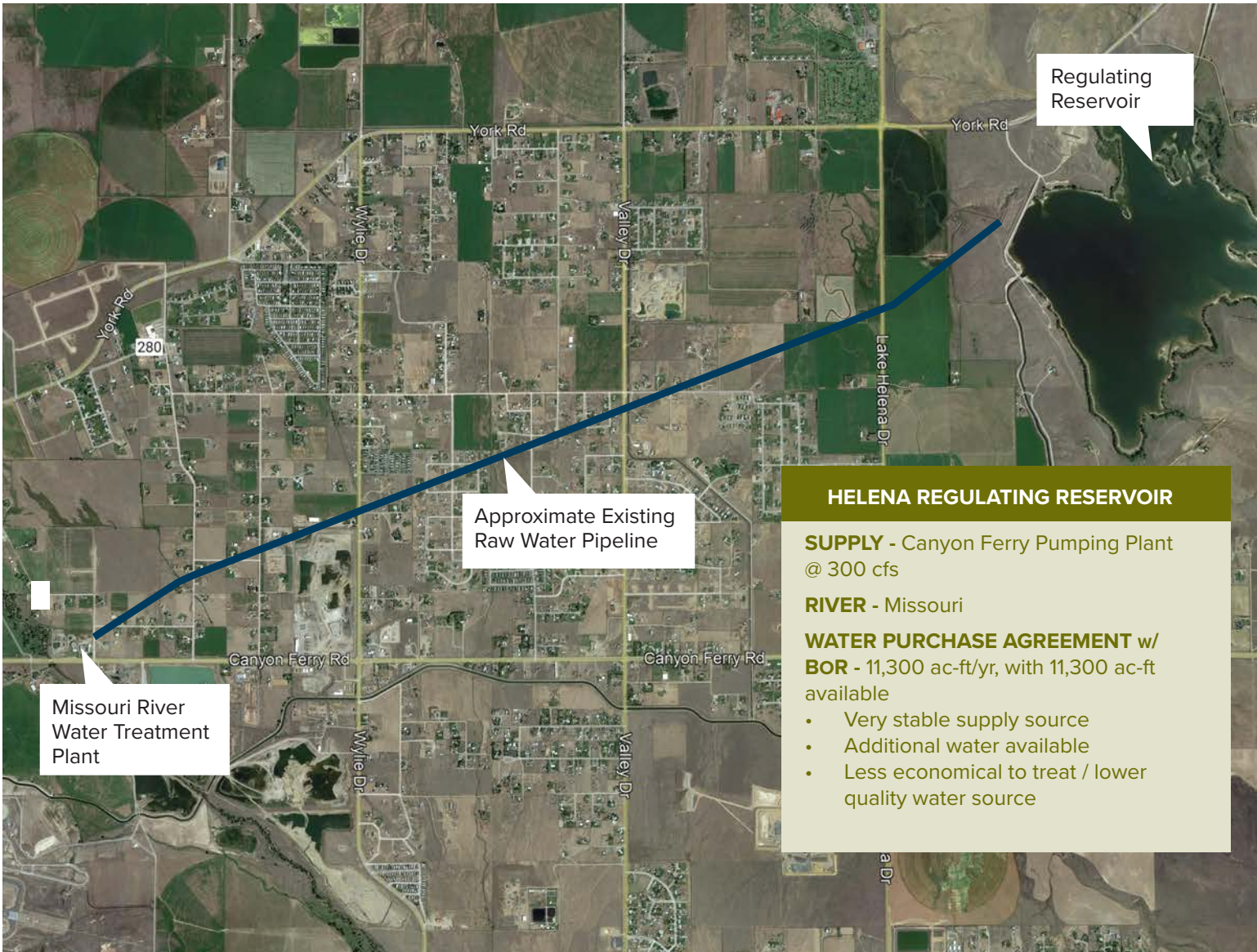
- Storage dependent upon snow pack/precipitation
- No additional water right available
- Most economical to treat / highest quality water source



# SUPPLY - MISSOURI RIVER WTP

**10MGD  
+ 10MGD**  
Water Purchase  
Agreement w/ BoR

**EXISTING CAPACITY**  
**9MGD**  
Treatment  
Capacity  
**\$0.71**  
Cost to Treat  
1K Gallons



## HELENA REGULATING RESERVOIR

**SUPPLY** - Canyon Ferry Pumping Plant  
@ 300 cfs

**RIVER** - Missouri

**WATER PURCHASE AGREEMENT w/  
BOR** - 11,300 ac-ft/yr, with 11,300 ac-ft  
available

- Very stable supply source
- Additional water available
- Less economical to treat / lower  
quality water source

## MISSOURI RIVER WTP

As shown above, the existing raw water pipeline that feeds the MRWTP was constructed in a direct route. With the housing development within the area, the pipeline likely has numerous easement issues as well as potential for structures built over the pipe that would present costly ramifications in the event of pipeline failure or necessary maintenance. For this reason, in conjunction with providing redundancy and the overall capacity to maximize the existing water right, it is recommended the City evaluate a secondary raw water pipeline with a more operations and maintenance accessible route.



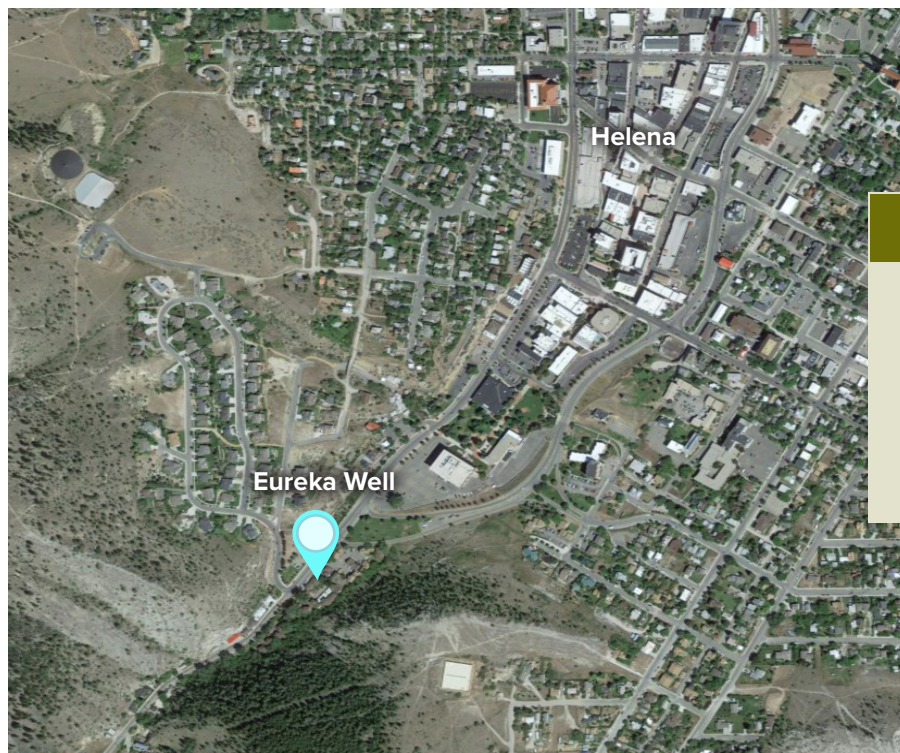
## **GROUNDWATER - EUREKA WELL**

### EXISTING CAPACITY

**811**  
AC-FT

**0.71MGD**  
Source Capacity

**\$0.18**  
Per 1K Gallons



#### EUREKA WELL

##### WATER RIGHT - 811 ac-ft/yr

- Current upgrades exceed water right, utilizing a portion of Orifino Spring to supplement
- Economical water source, hardness concerns from residents

## **GROUNDWATER - OROFINO SPRING**

### EXISTING CAPACITY

**1,596**  
AC-FT

**1.42MGD**  
Source Capacity



**GROUNDWATER UNDER THE  
INFLUENCE OF SURFACE WATER**  
DEQ Designation

#### OROFINO SPRING

##### WATER RIGHT - 725 ac-ft and 871 ac-ft (1,596 ac-ft total)

- Designated as Groundwater Under the Influence of Surface Water by the DEQ
- Recommissioning this source would require installation of process equipment to meet surface water treatment rule requirements
- Eureka Drain Ditch Spring water right, 1,825 ac-ft @ 2.5 cfs, is also located in this watershed



## GROUNDWATER - HELENA VALLEY (REMAINING)

### EXISTING CAPACITY

**3,600**  
AC-FT

**3.21MGD**  
Source Capacity

**UNDER DEVELOPMENT**  
(Will Supply MRWTP)



### HELENA VALLEY (REMAINING)

#### WATER RIGHT - 3,600 ac-ft

- Currently being developed by the City
- Will supply groundwater to the MRWTP to supplement capacity

## GROUNDWATER IN USE VS. WATER RIGHT AVAILABLE



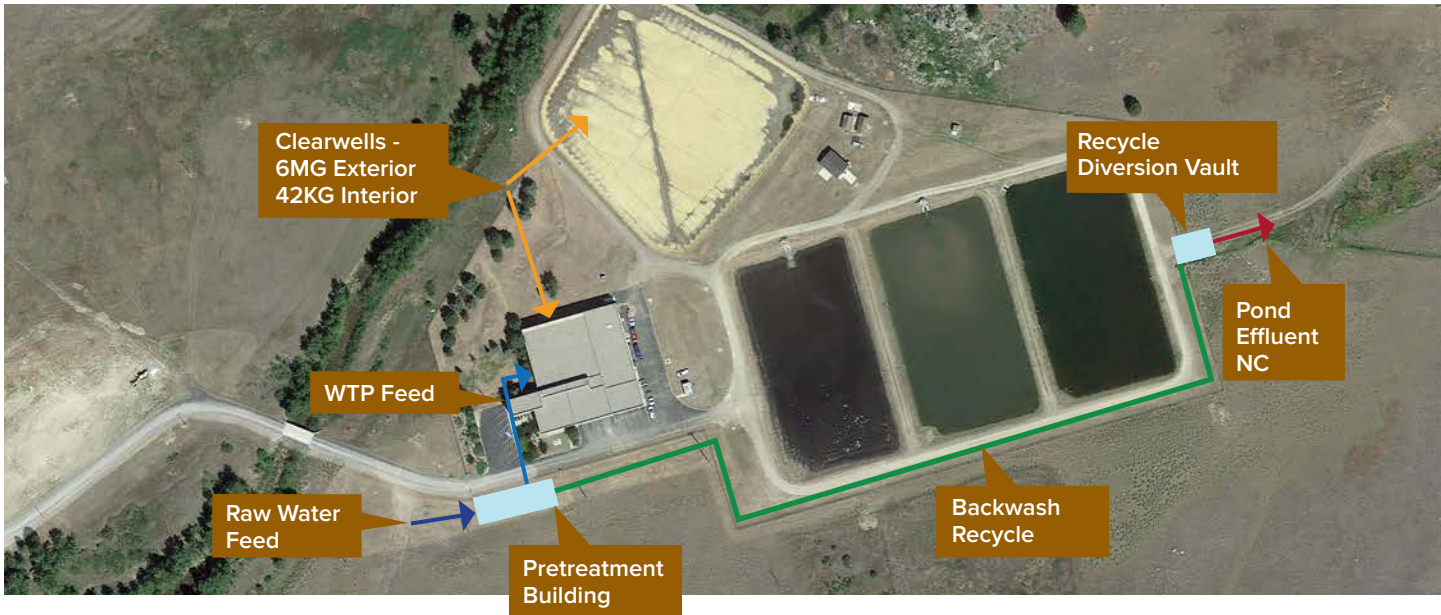
- ✓ Upon completion of Eureka Well upgrades and development of Helena Valley wells, the anticipated groundwater well capacity to the system is 4 MGD (2,775 GPM).
- ✓ The 4 MGD capacity, operating continuously, accounts for a water right of 4,483 ac-ft per year.
- ✓ Of the 6,000 ac-ft of water right the City has in the Helena Valley, there will be 1,517 ac-ft remaining - which equals 1.35 MGD of daily groundwater capacity.



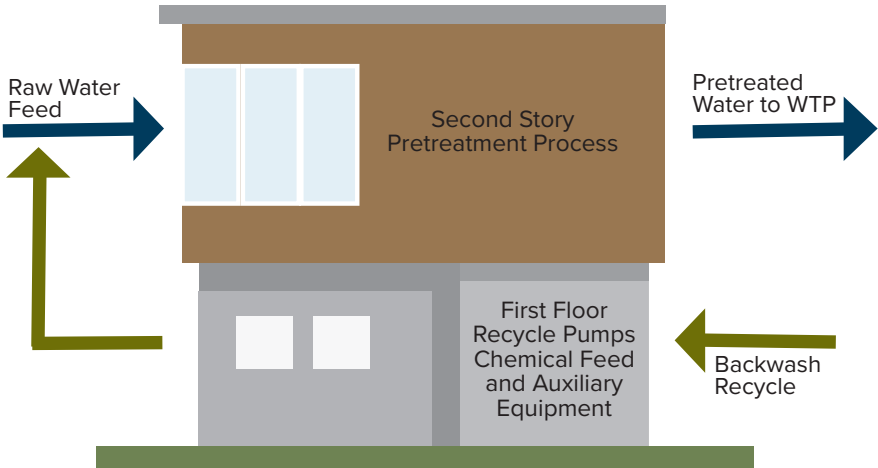


# SHORT-TERM CAPITAL IMPROVEMENTS PLANNING

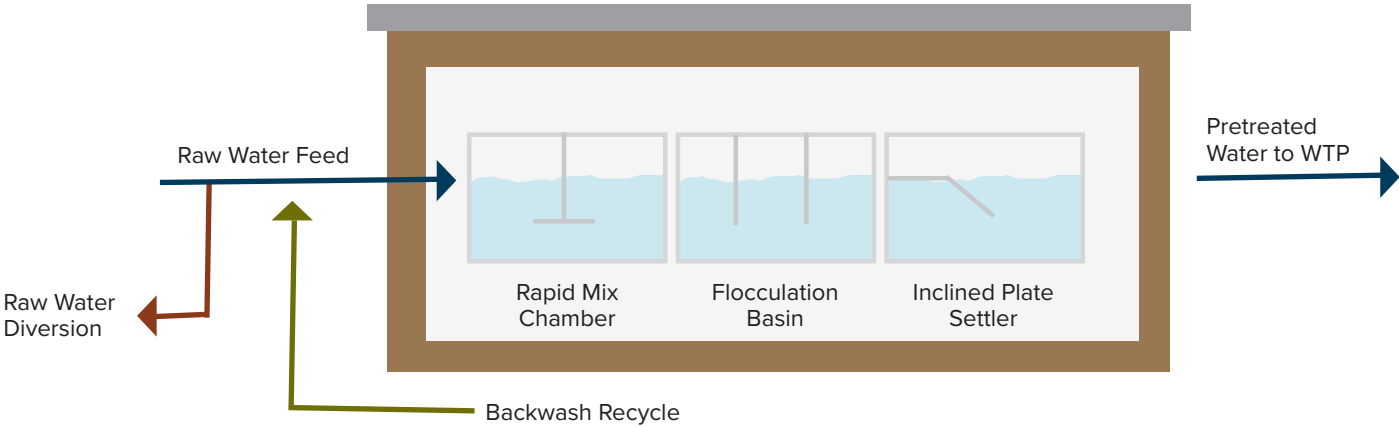
As the most economical treated water supply for the City, maximizing the Tenmile watershed is essential. A conventional flocculation/sedimentation facility ahead of the TMWTP would provide the clarification potential for operations to manage the watershed’s turbidity flashes, handle significant source water risks associated with wildfires (such as ash), and conserve source water with the recycling of backwash water.



## PRETREATMENT BUILDING SIDE VIEW



## SECOND STORY PRETREATMENT PROCESS



The immediate concern at the MRWTP is operational, in regards to the safe and practical storage and pumping of water treatment chemicals. The current location of chemical storage is on the second story of the facility with no industrial lift available for transporting bulk chemicals into or out of the facility. The addition of a new chemical storage building at a location between the pretreatment building and the filter building would allow convenient offloading for bulk chemicals and ease of routing chemical feed lines for injection at various locations across the treatment facility.



The Water Treatment Division is responsible for treatment and storage facility improvements. Short term (5-year) capital improvement projects were broken out and summarized in the accompanying table.

Short-Term Treatment System Improvements					
Priority	Facility	Description	OPCC (Current Yr)	OPCC (Anticipated Yr)	Year
1	TMWTP	Storage/Drainage Instrumentation and Data Collection	Study in Progress		2024
2	MRWTP	Groundwater Development Phase 1	\$1,850,000		2024
3	MRWTP	Groundwater Development Phase 2	\$7,925,000	\$8,125,000	2025
4	MRWTP	Operations Optimization Study to Maximize Ten Mile Creek Capacity	\$47,500	\$51,063	2025
5	MRWTP	Chemical Feed Storage Addition	\$377,000	\$405,275	2025
6	TMWTP	Add Pretreatment Facility	\$9,120,000	\$10,032,000	2026
7	TMWTP	Recycle Filter Backwash	\$325,000	\$357,500	2026
8	TMWTP	Perform Chemical Feed Optimization	\$37,500	\$41,250	2026
9	MRWTP	Evaluate New Raw Water Supply Pipeline Routing	\$22,500	\$25,313	2027
10	MRWTP	Evaluate Facility Upgrade/Expansion Site	\$39,500	\$44,438	2027

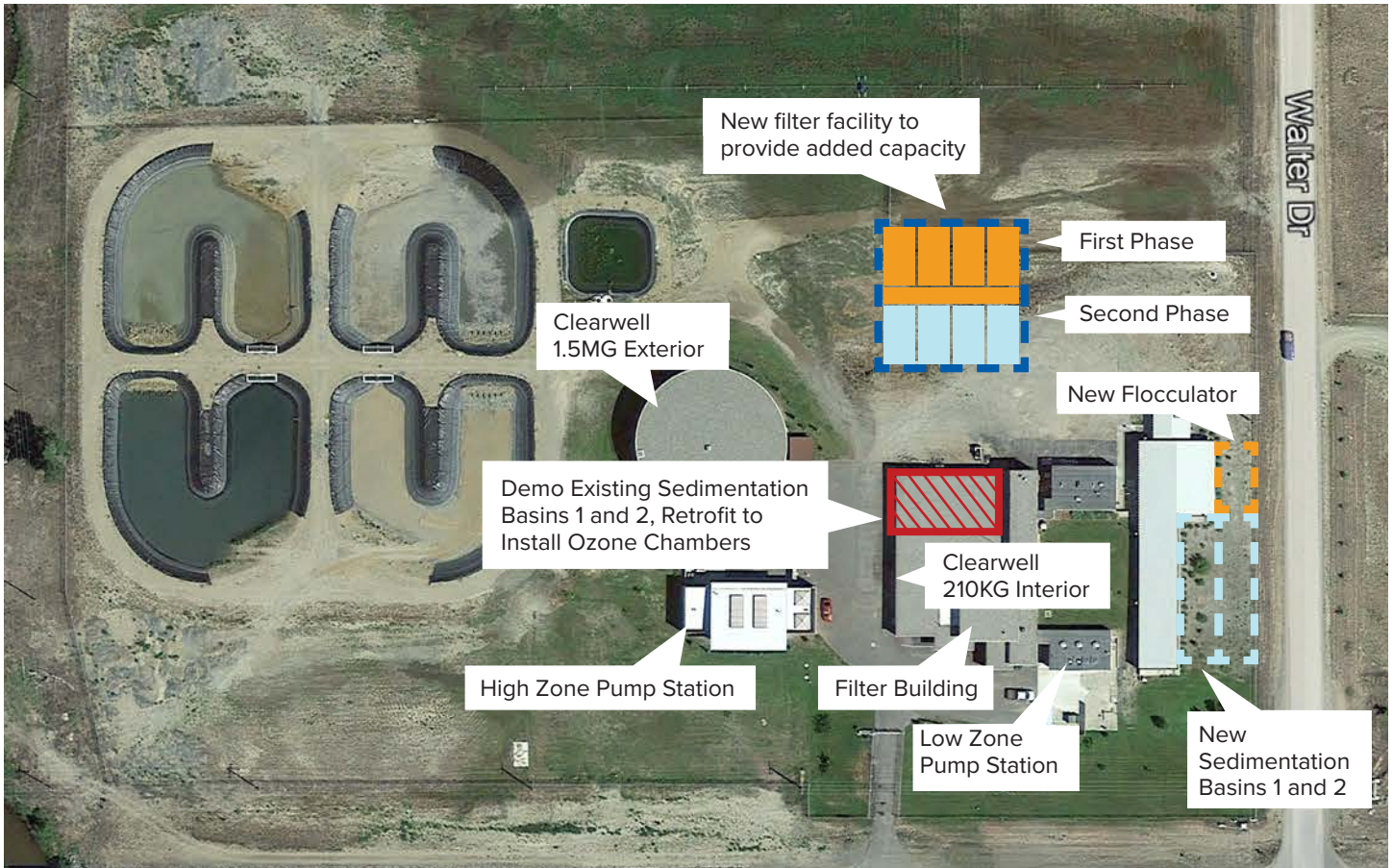
<sup>1</sup>Future costs assume a 2.5% annual inflation rate



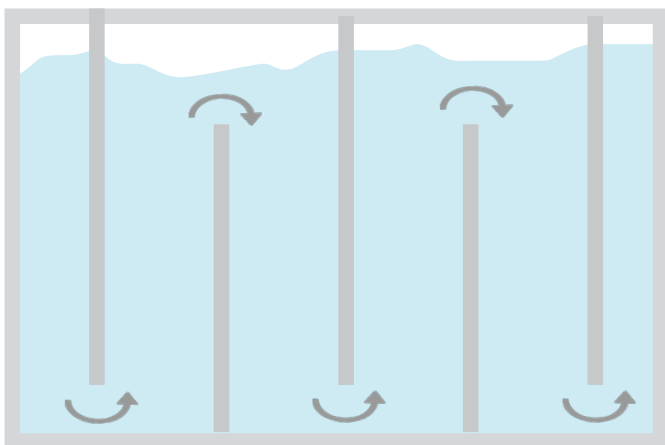


# LONG-TERM CAPITAL IMPROVEMENTS PLANNING

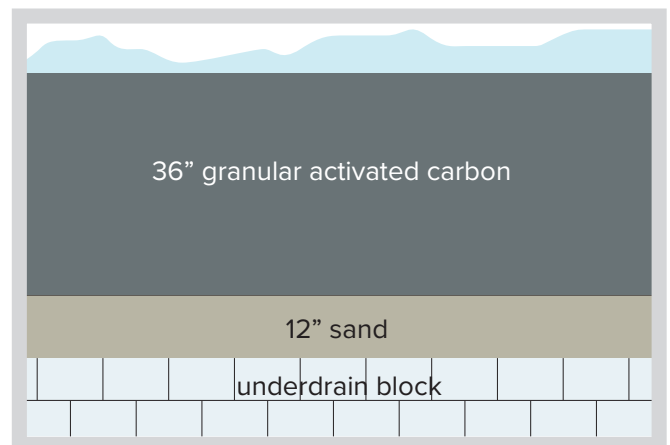
**MRWTP OVERALL IMPROVEMENTS** - The MRWTP is an older facility, but still in good working condition. As the largest water source available to the City, expansion of this facility is the most economical way to meet long term growth demands. Some improvements to consider with treatment expansion are, retrofit of two existing sedimentation basins with ozone chambers to provide advance oxidation treatment for taste and odor (if needed for improved water quality or to address regulatory concerns), add two new sedimentation basins, add new filter building, and a redundant raw water supply pipeline to increase source flow and treatment capacity.



» Advanced oxidation w/ ozone upgrade, followed by biological filtration w/ GAC filters



OZONE UPGRADE

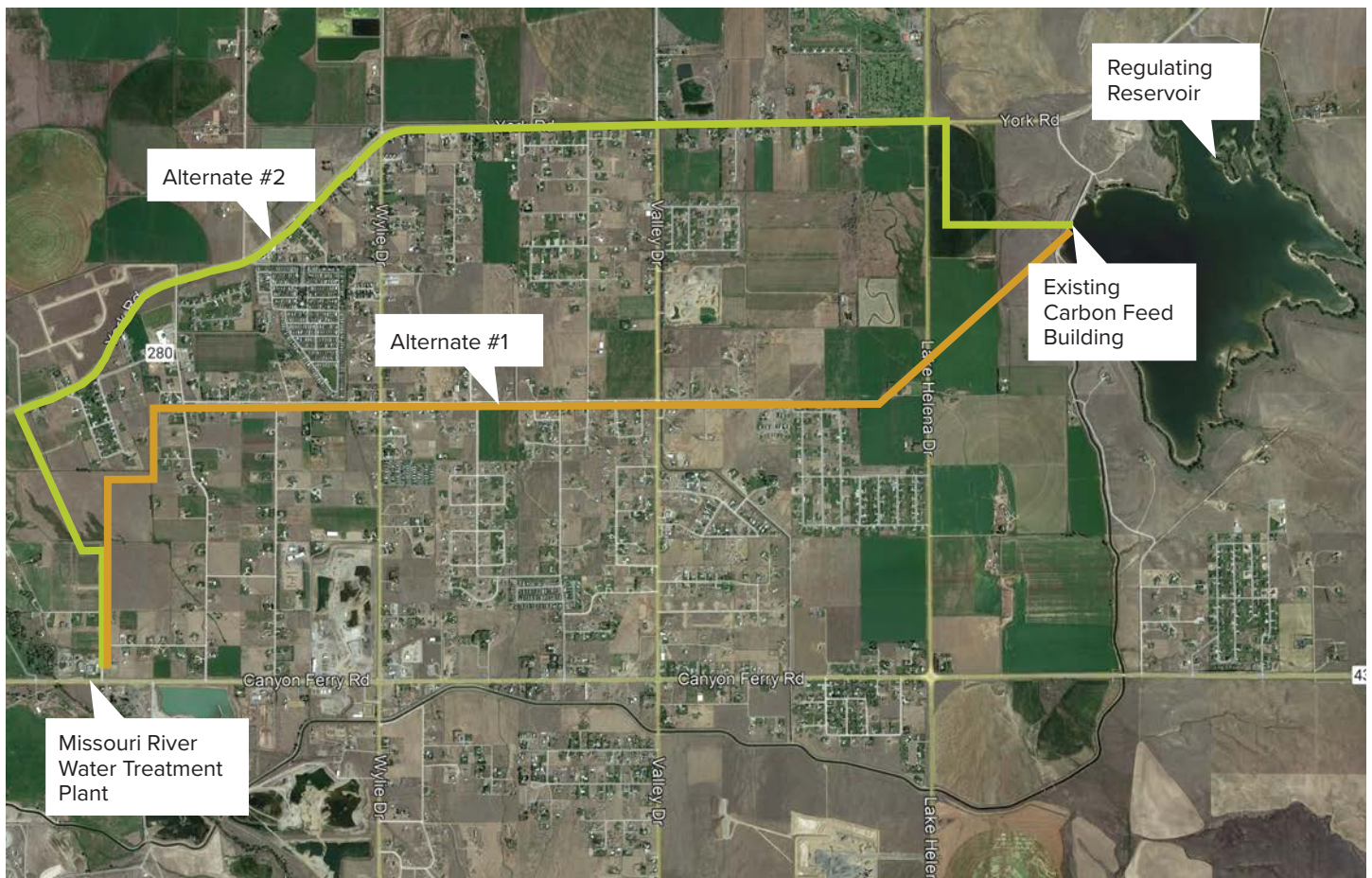


GAC FILTERS





**REDUNDANT RAW WATER SUPPLY PIPELINE ALTERNATIVES** - To provide redundancy and the overall capacity to maximize the existing water purchase agreements, it is recommended the City evaluate a secondary raw water pipeline with a more operations and maintenance accessible route.

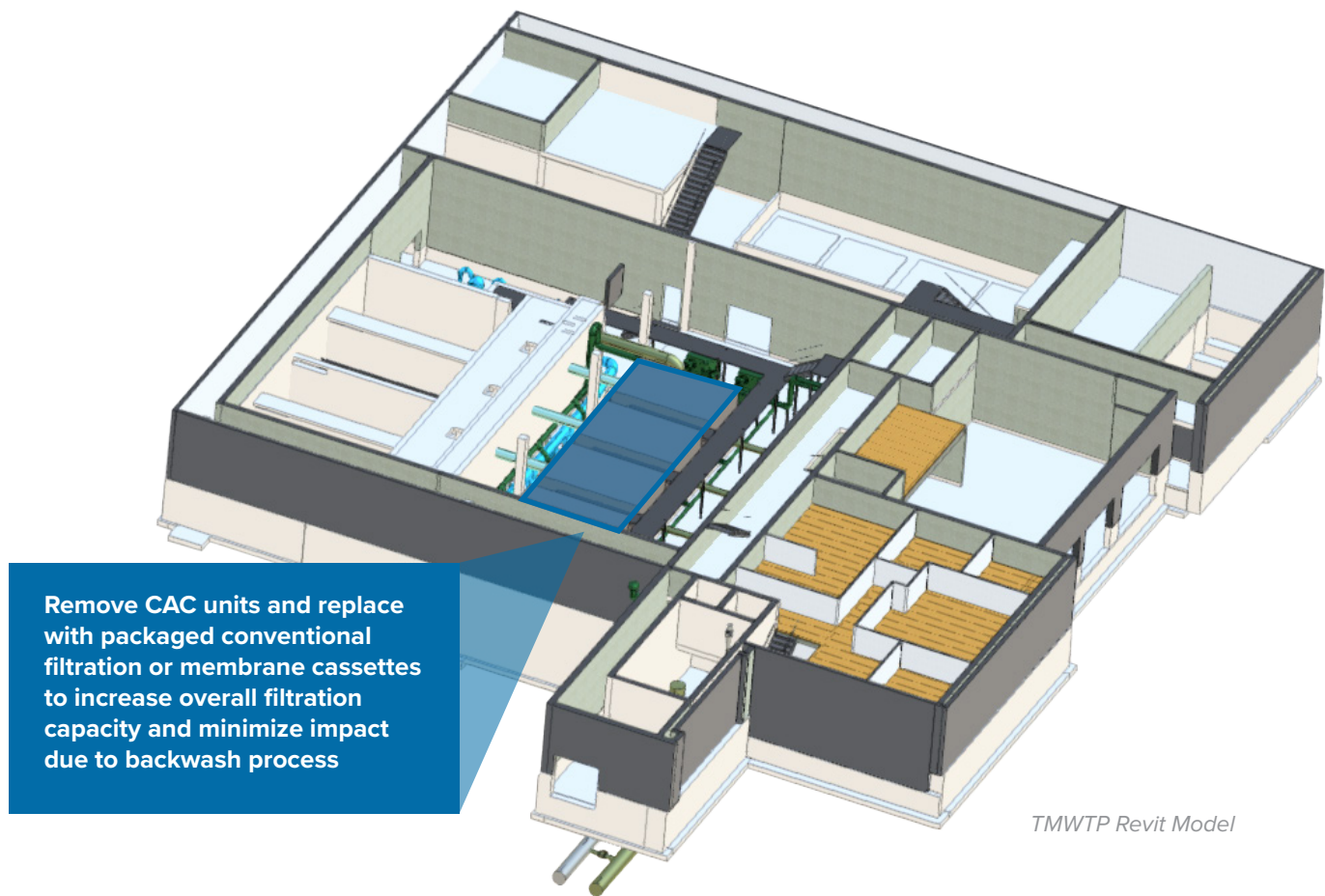


## MISSOURI RIVER WTP





**TMWTP FILTER CAPACITY IMPROVEMENTS** - Removal of CAC units and utilizing their footprint to install additional membrane cassette or conventional filter capacity and enhance treatment performance and operability.



Long-Term Treatment Improvements					
Priority	Facility	Description	OPCC (Current Yr)	OPCC (Anticipated Yr)	Year
1	TMWTP	Remove CACs/Install Additional Filtration Capacity	\$2,060,000	\$2,369,000	2028
2	MRWTP	Add New Flocculator and Sedimentation Basins	\$3,205,000	\$3,765,875	2029
3	MRWTP	Modify old Sed Basins to Ozone Contact	\$7,200,000	\$8,640,000	2030
4	MRWTP	Modify Filters to Biological Filtration (with GAC)	\$725,000	\$870,000	2030
5	MRWTP	Construct 36" Raw Water Supply Pipeline	\$5,757,500	\$7,196,875	2032
6	MRWTP	Add New Filtration Facility	\$10,990,000		TBD*
7	MRWTP	Upgrade Pump Systems for Additional Capacity	\$1,500,000		TBD*
8	MRWTP	Increase Water Storage for Additional Capacity	\$6,500,000		TBD*

<sup>1</sup>Future costs assume a 2.5% annual inflation rate

\*To Be Determined, based on groundwater supply and future population growth/demand





## SUSTAINABLE WATER UTILITY

The **2023 Helena Water Treatment Master Plan** provides a guide for capital improvements that serves as the basis for planning, financing, designing, constructing, and implementing solutions to meet the City's foreseeable water system needs for years to come. As the City advances through the planning process, some uncertainties and changes can be expected. However, the investment the City has made in this planning effort provides City staff with a proactive approach for responding to future challenges and maintaining a clear vision and consistent direction for the Water Utility!

Prepared By:



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**City of Helena, Montana**

**22 Dec. 2023**

**To:** Tim Burton, City Manager

**From:** *David Knoepke, Transportation Systems Director*  
*Mark Young, Transportation Engineer*

**Subject:** City of Helena Code Amendment – Sidewalk Placement

**Present Situation:** City Code requires sidewalk to be installed in the public right of way one foot (1') from the adjacent property line. The City Commission may grant a variance to the sidewalk location placement requirements.

**Background Information:** So that City Standards are in agreement with the International Fire Code (IFC), the City Commission has approved amending the standards to reflect the IFC required twenty-foot (20') clear width with two ten-foot (10') travel lanes. Developers have also requested that the City not increase the total right-of-way required for local/residential roads above the current sixty-feet (60') width. A sixty-foot (60') right-of-way width can be maintained if City Code section 7-4-2.A.1 is changed to not require that sidewalks be placed one foot (1') from the property line and are instead allowed/required to be placed along the property line.

With the increase of in-fill development, the Commission has received numerous sidewalk variance requests over the past few years. City Staff understands the Commission's stance on sidewalks to be a desire for their installation throughout the city to improve accessibility. To help expedite the variance request process, we also propose that the City Manager be given authority approve or deny future sidewalk variance requests. This would allow the manager to judiciously review the nuances of each property with the engineers on staff and make the decision on whether a curbside sidewalk or a smaller boulevard would be allowed or if a full width boulevard is required.

**Proposal/Objective:** This amendment will allow sidewalks to be installed immediately adjacent to the property lines instead of one-foot (1') away so that the overall road right-of-way width is not increased with the recent lane width increase (from 9' to 10').

**Advantage:** No explicit advantage to the City. Developers can include more land in subdivided lots instead of dedicating an extra foot (1') of right-of-way across the property frontage.

**Notable Energy Impact:** N/A

**Disadvantage:** Staff sees no disadvantage with the proposed change.

**Notice of Public Hearing:** True

**Staff Recommendation/Recommended Motion:** Approve first passage of resolution #\_\_\_\_, an amendment to the City Code Section 7-4-2(A) to require sidewalk to be constructed in the right of way along the property line not one foot (1') away and allow the city manager to adjudicate future sidewalk location variance requests.

## Proposed City Code Amendment

### 7-4-2: OWNERS TO BUILD:

A. Purpose. It is the purpose of the city to build sidewalks to provide a connected system for those walking or for those with disabilities traveling across the city. In addition, the city aims for boulevard sidewalks that allow for traffic calming, separation from the roadway, and winter snow storage for cleaner streets.

Commented [DK1]: Or those with disabilities

Commented [RD2R1]: Edited

B. Owner Build Standards: All persons owning abutting property shall build the sidewalks, curbs and gutters for such property, and the same shall be built to the following standards:

1. Sidewalk Placement: The location and installation of sidewalks on public right of way are subject to the following requirements:

a. Except as provided in this section, sidewalks are to be placed ~~one foot (1') from~~ along the property line with the remaining right of way to the curb line to be developed as a boulevard. When the right of way remaining for boulevard is more than seven feet (7') wide, the city manager or the city manager's designee may allow the owner to place the sidewalk ~~more than one foot (1') away from the property line, provided the remaining boulevard is no less than seven feet (7') in width and the sidewalk can be aligned with adjacent sidewalks.~~ The minimum width of the sidewalk is five feet (5') and the maximum is fourteen feet (14').

b. The city ~~commission manager~~ may grant a variance to the sidewalk placement location requirements of this section upon application from the owner of the property abutting the proposed sidewalk where unusual conditions or strict adherence to this chapter would cause undue and extreme hardship. If variance request is denied, the owner may appeal the decision to the city commission.

c. Upon approval of ~~the city manager or the transportation systems director~~ city manager's designee, the owner may make other minor deviations on the location of the sidewalk, including meandering the sidewalk to accommodate immovable obstacles and terrain impediments and for attachment to and continuity with adjacent sidewalks.

d. The location of the walks will be determined during the development of the preliminary plat for the new subdivisions, approval of conditional use permits, issuance of building permits for construction or major renovation of principal structures on adjacent property, and upon establishment of conditions for annexation.

e. Unless previously constructed, sidewalks must be installed on abutting right of way as part of the construction or major renovation of a principal structure. The ~~installation of required needed~~ sidewalks must be part of the building permit issued for the principal structure.

Commented [DK3]: Installation or repair of existing

Commented [RD4R3]: See new section below...

f. If the major renovation of a principal structure occurs as determined in the sole discretion of the City, the owner must construct sidewalks that comply



## Proposed City Code Amendment

with current ADA and/or City engineering standards, even where the sidewalks are already constructed.

g. ~~6.~~ If there are no impervious roadway improvements in the adjacent right-of-way, the property owner may request to defer installation of sidewalks, curbs and gutters from the city manager or the city manager's designee so that construction is deferred until a later date ~~during construction or major renovation of a principal structure~~ with adequate justification. Part of the request ~~would~~ must include a time certain when the owner would be required to build sidewalks, such as when the road is improved, and a signature on a waiver of the property owner's right to protest the establishment of any future adjacent roadway special improvement district. If deferral is approved, waiver must be recorded by the property owner with the County Clerk and Recorder's Office at their own cost.

Commented [DK5]: Maybe deferred until a later date with a adequate justification.

Commented [RD6R5]: edited as suggested