



City of Helena

CITY OF HELENA

City Commission Meeting

March 25, 2024 - 6:00 PM

City - County Building Room 330 / Zoom Online Meeting; <https://us06web.zoom.us/j/88928208022>

1. **Call to Order and Roll Call**
2. **Pledge of Allegiance**
3. **Minutes**
 - A. Regular Commission Meeting 2-12-24
4. **Board Appointments**
 - A. Board Appointment Discussion - Citizens Conservation Board; Metro Opioid Abatement Review Committee
5. **Bid Award**
 - A. Consider a bid award for FY2025 ADA Ramp Improvements
 - B. Consider a bid award for the 2024 Chip and Seal Project
6. **Communication/Proposals from Commissioners**
7. **Report of the City Attorney**
8. **Report of the City Manager**
9. **Communications from the Helena Citizens Council**
10. **Regular Items**
 - A. Consider renewal of West Side Fire Service Area Contract
 - B. Consider Personnel Policies
 - C. Consider a Resolution distributing Railroad Urban Renewal District Tax Increment Financing funds to Pattern House Holdings, LLC, for exterior accessibility and faade improvements.
 - D. Consider Artist Award for Lyndale Tunnel Mural
11. **Public Hearings**
 - A. Consider a variance to increase the maximum building height from 60 to 92, related to a cellular tower, for a property in a CLM zoning district with the address of 1414 Orange Avenue.
12. **Public Communications**
13. **Adjournment**

It is the policy of the City Commission to take public comment on any action item. For further information on any of the items mentioned above, please contact the City Clerk's Office at 447-8410 or dmclayborn@helenamt.gov.

To read packet information while attending a City Commission Meeting please use the City/County wireless network COMM_MEET during the meeting.

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

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



**City of Helena
City Commission Meeting
February 12, 2024 – 6:00 PM
Zoom Online Meeting; <https://us06web.zoom.us/j/85490886726>
City County Building Commission Chambers, Room 330**

Time & Place

A regular City Commission meeting was held on Monday, February 12, 2024 at 6:00 p.m. via Zoom Online Meeting ID: <https://us06web.zoom.us/j/85490886726> and physically in the City County Building Commission Chambers, Room 330.

Call to Order and Roll Call

(00:01:35) The following responded present, either via zoom or in person:

City Attorney Dockter
City Manager Burton
Commissioner Dean
Commissioner Shirtliff
Commissioner Logan
Commissioner Reed
Mayor Collins

Pledge of Allegiance

(00:02:33) Mayor Collins asked attendees to please stand and join in the Pledge of Allegiance.

Minutes

A. 1-22-24 Commission Meeting

(00:03:02) **There being no comments or questions from the Commission, Mayor Collins accepted Minutes from 1-22-24.**

Consent Agenda

A. Claims

(00:03:07) Finance Director Danielson read aloud the City's Claims

(00:03:57) Mayor Collins called for public comment. There was none.

(00:04:00) **Commissioner Dean made a motion to approve Consent Agenda Item A, Claims. Commissioner seconded the motion. Commissioner Shirliff seconded the motion.**

(00:04:10) Mayor Collins called for a vote.

Commissioner Logan voted: **Aye**

Commissioner Shirliff voted: **Aye**

Commissioner Reed voted: **Aye**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

The motion carried 5:0.

Communications/Proposals from Commissioners

A. Consider Acceptance of the Fiscal Year 2023 Financial and Single Audit

(00:04:26) Commissioner Logan gave an update from the 2023 Audit Committee. The Commissioner gave a summary of the process and informed the Commission the Audit was received from the auditors, Maher Duessel was without any findings and stated the City has met all required obligations. The members of the Audit Committee consisting of Commissioners Reed and Logan recommended the City Commission accept the 2023 Audits.

(00:05:49) Finance Director Danielson gave brief remarks and thanked staff for their cooperation and participation in the audit process.

(00:07:04) Mayor Collins called for public comment. There was none.

(00:07:06) Commissioner Dean asked if this was a three-year contract with the auditing firm, Maher Duessel. Director Danielson confirmed the contract timeline.

(00:07:56) **Commissioner Shirliff made a motion to approve acceptance of the fiscal year 2023 and single audit. Commissioner Logan seconded the motion.**

(00:08:11) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Aye**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

The motion carried 5:0.



Report of the City Attorney

(00:08:28) City Attorney Dockter had no report.

Report of the City Manager

- (00:08:38) City Manager Burton requested Director McMahon update the Commission on the union contracts with the Police Protective Association and Records Department.
- (00:08:51) Director McMahon gave a Staff report updating the Commission the labor agreements between the City and the Unions were signed by all parties and going through internal processing now for completion.

Communications from the Helena Citizens Council

- (00:10:08) HCC Representative Perry discussed recent and upcoming meeting agenda items. Representative Perry gave a summary of the recent swearing in ceremony for the 2024 HCC.

Regular Items

A. Consider a Resolution Calling for an Election on the Question of Conducting a Local Government Review and Establishing a Review Study Commission

- (00:12:17) Clerk Clayborn gave a summary of the Local Government Review Process and the legislative mandate which requires the City Commission to pass the resolution, including a funding directive should the ballot measure pass in the June election.
- (00:15:30) Commissioner Dean confirmed the election of the Study Commissioners would be held in November, should the June measure pass.
- (00:17:10) Commissioner Logan thanked Staff for their work and asked what the public outreach would consist of throughout the process.
- (00:20:30) City Attorney Dockter stated the Government Review Process was intended to study the form of local government and not the individuals serving within the government structure.
- (00:21:10) Mayor Collins asked for Public Comment on this topic. There was none.
- (00:21:16) **Commissioner Shirliff made a motion to approve a resolution calling for the an election of conducting a Local Government Review and to establish a study commission to**



be held at the primary election on June 4, 2024.
Commissioner Dean seconded the motion.

- (00:21:37) Mayor Collins called for a vote.
- Commissioner Shirliff voted: **Aye**
- Commissioner Logan voted: **Aye**
- Commissioner Reed voted: **Aye**
- Commissioner Dean voted: **Aye**
- Mayor Collins voted: **Aye**

The motion carried 5:0.

B. Consider a Resolution Distributing Downtown Urban Renewal District Tax Increment Financing Funds to YWCA Helena for Façade Improvements at 501 North Park Avenue

- (00:22:08) Senior Planner Ellie Ray gave a presentation on the details of the proposed use of the TIF funds to the YWCA building and the façade.
- (00:24:20) Commissioner Dean asked a question regarding refurbishing of the existing windows with the State Historic Preservation Office guidance. Becky Lawson, the project architect answered the question as an online participant.
- (00:25:52) Mayor Collins asked for public comment on this item. There was none.

- (00:26:02) **Commissioner Logan made a motion to approve a resolution distributing Downtown Urban Renewal District Tax Increment Financing Funds to YWCA Helena for façade improvements at 501 North Park Avenue. Commissioner Reed seconded the motion.**

- (00:26:26) Mayor Collins called for a vote.
- Commissioner Shirliff voted: **Aye**
- Commissioner Logan voted: **Aye**
- Commissioner Reed voted: **Aye**
- Commissioner Dean voted: **Aye**
- Mayor Collins voted: **Aye**

The motion carried 5:0.

C. Consider the final plat for the Commercial Phase 5 of Crossroads at Mountain View Meadows Major Subdivision creating 7 city lots containing 6.56- acres from Tract 1-A-1 as shown on Certificate of Survey 3305702 in the records of the Clerk and Recorder of Lewis and Clark County, Montana.

- (00:27:05) Planner Stephen Shirley gave a presentation on the proposed final plat for Phase 5 of the Mountain View Meadows subdivision.
- (00:28:06) Mayor Collins asked if there were public comments on this item. Tyler Warne provided written public comment via the Zoom online meeting Q&A. Clerk Clayborn read the full public comment into record. There were no other comments.
- (00:29:12) **Commissioner Shirliff made a motion to approve the final plat for the Commercial Phase 5 of Crossroads at Mountain View Meadows Major Subdivision creating 7 city lots containing 6.56- acres from Tract 1-A-1 as shown on Certificate of Survey 3305702 in the records of the Clerk and Recorder of Lewis and Clark County, Montana. Commissioner Logan seconded the motion.**
- (00:29:52) Mayor Collins called for a vote.
- Commissioner Shirliff voted: **Aye**
- Commissioner Logan voted: **Aye**
- Commissioner Reed voted: **Aye**
- Commissioner Dean voted: **Aye**
- Mayor Collins voted: **Aye**
- The motion carried 5:0.**

Public Hearings

A. Consider First Passage of an Ordinance Amending and Updating the Use of Public Rights of Way, Title 7 – Chapter 13 to Comply with Current State and Federal Law and Reflect the Current Telecommunications Market Environment

- (00:30:28) City Attorney Dockter introduced Attorney Bob Duchon of River Oaks Communications who gave a brief presentation on the purpose of the amendments to City Code.
- (00:33:20) Mayor Collins asked for public comment on this topic. There was none.

(00:33:35) Commissioner Dean made a motion to approve first passage of an ordinance amending and updating the use of public rights of way, Title 7 – Chapter 13 to comply with current State and Federal law and reflect the current telecommunications market environment. Commissioner Logan seconded the motion.

(00:33:55) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Aye**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

The motion carried 5:0.

B. Consider a Resolution Granting a Conditional Use Permit to Allow a Casino Use In a B-2 Zoning District

(00:34:17) Planner Kyle Holland presented the item including the legal description of the property reviewed the CUP process, and the the conditions recommended by the Zoning commission as part of the review process.

(00:45:23) Commissioner Dean asked a question regarding the need for a new CUP for an existing business.

(00:46:17) Mayor Collins asked if there were any public comments on this topic. There were none.

(00:46:31) Commissioner Logan made a motion to approve a resolution granting a Conditional Use Permit to allow a casino use in a B-2 zoning district per the Zoning Commission recommendations and in compliance with City Code. Commissioner Shirliff seconded the motion.

(00:50:27) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Aye**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

The motion carried 5:0.



Public Communications

(00:50:39) Mayor Collins asked if there was anyone wishing to give public comment on any issue not on the agenda this evening. There was none.

Adjournment

(00:50:54) There being no further business before the Commission, the meeting adjourned at 06:50 pm.

MAYOR

ATTEST:

CLERK OF THE CITY COMMISSION

March 8, 2024

TO: City Commissioners
FROM: Mayor Wilmot Collins
SUBJECT: Board Appointments

I am recommending the following board appointments:

Citizens Conservation Board

Appointment of Nathan Castruita to a first term on the Citizens Conservation Board. Term will expire on February 28, 2027.

Metro Region Opioid Abatement Review Committee

Appointment of James Petrovich to the Metro Region Opioid Abatement Review Committee. This term is non-expiring.

*Appointees can reapply for full terms following the completion of the Interim Appointment.

City of Helena, Montana

03/25/2024

To: Mayor Collins and the Helena City Commission

From: Tim Burton, City Manager
David Knoepke, Transportation Systems Director
Mark Young, Transportation Engineer

Subject: Consider a bid award for FY2025 ADA Ramp Improvements

Present Situation:

The Transportation Systems Department (TSD) has a number of roadways that are scheduled to be milled down and overlaid with a new asphalt lift. This work will include Boulder Avenue between Montana Avenue and Washington Street, 11th Ave between Fee and California Streets, and other areas in the City.

A request for Proposals (RFP) was published in the Helena Independent Record and on the City's website in February 2024. The City received two proposals in response to the request. Rod Tabbert Construction, Inc. scored the highest based on qualifications and proposed unit costs (see attached cost comparison).

Background Information:

Over the past many years, the City has been methodically installing ADA compliant curb ramps around the City. This is in conjunction with the City's ADA Transition Plan to bring all City maintained properties into compliance with Federal requirements.

Per federal requirements, anytime a roadway is altered more than routine maintenance, where feasible, any and all ADA ramps adjacent to the roadway must be brought up to current ADA/PROWAG standards. Similar to previous ADA ramp projects and the Sidewalk Improvement Program, the ADA Ramp program includes a single large contract to secure a concrete contractor for the entire construction season. This helps keep the program moving forward throughout the fiscal year.

Proposal/Objective:

City staff recommends awarding the FY2025 ADA Ramp Program contract to Rod Tabbert Construction, Inc. for the not to exceed amount of \$350,000.

Advantage:

Accepting the proposal will allow more ADA ramps to be constructed within the City.

Notable Energy Impact:

N/A

Disadvantage:

No disadvantages for the award are expected.

Quasi-Judicial Item:

False

Notice of Public Hearing:

False

**Staff Recommendation/
Recommended Motion:**

Move to award the FY2025 ADA Ramp Program contract to the contractor, Rod Tabbert Construction, Inc. for the not to exceed amount of \$350,000.

FY2025 ADA RAMP IMPROVEMENTS



Project TSD-123 PROPOSAL PRICE SHEET - TABULATIONS

**Tabbert
Const.** **All Around
Const.**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	UNIT PRICE
1	Single ADA Curb Ramp & Landing (Removal & Replacement)	EA	Any Quantity	\$ 4,000.00	\$ 8,200.00
2	Double ADA Curb Ramp & Landing (Removal & Replacement)	EA	Any Quantity	\$ 4,900.00	\$ 14,500.00
3	4" Concrete Sidewalk (Removal & Replacement)	SF	Any Quantity	\$ 14.00	\$ 16.00
4	Concrete Curb & Gutter (Removal & Replacement)	LF	Any Quantity	\$ 48.00	\$ 60.00
5	4" Asphalt Removal & Replacement (3/8" mix, PG 58-28)	SF	Any Quantity	\$ 20.00	\$ 24.00
6	4" Pedestrian Curb	LF	Any Quantity	\$ 28.00	\$ 28.00
7	6" Concrete Driveway (Driveway Sidewalk & Aprons)	SF	Any Quantity	\$ 14.00	\$ 15.00
8	6" Concrete Valley Gutter (6' Typ.)	SF	Any Quantity	\$ 14.00	\$ 15.00
9	Move Drain inlet	EA	Any Quantity	\$ 450.00	\$ 900.00
10	3/4" Clean Aggregate (6" typ.)	SF	Any Quantity	\$ 5.00	\$ 6.00
11	3/4" Crushed Base Course (6" typ.)	SF	Any Quantity	\$ 5.00	\$ 6.00
12	Reset Existing Sign and Post	EA	Any Quantity	\$ 200.00	\$ 200.00

City of Helena, Montana

03/25/2024

To: Mayor Collins and the Helena City Commission

From: Tim Burton, City Manager
David Knoepke, Director, Transportation Systems Department

Subject: Consider a bid award for the 2024 Chip and Seal Project

Present Situation: The 2024 Chip and Seal, Project #124, will add a new wear surface and pavement sealer by applying a single application of asphalt material followed by spreading a 3/8-inch gravel chip. Despite multiple advertisements in the IR, as required, and reaching out to several prospective bidders directly, the City received only one bid on this project. The City opened the single bid for the 2024 Chip and Seal TSD Project #124 on March 19, 2024 via a public meeting. Helena Sand and Gravel, Inc., was the single bidder for schedules A through E, totaling 186,408 square yards, with an average bid of \$ 3.31 per square yard, for a total bid of \$ 617,203.10. Last year's price was \$ 3.24 per square yard.

Background Information: City Street surface area compared to previous years:

2023-200,240.56 SY
2022-153,387 SY
2021-212,043 SY
2020-283,405 SY
2019-367,494 SY
2018-183,391 SY
2017-259,895 SY

Proposal/Objective: Consider awarding the bid for the 2024 Chip and Seal Project.

Advantage: This will prolong the life of the treated street surface.

Notable Energy Impact: None

Disadvantage: None

Quasi-Judicial Item: False

Notice of Public Hearing: True

**Staff Recommendation/
Recommended Motion:** Move to approve a bid award for the 2024 Chip and Seal Project #TSD-124 to the lowest, responsible bidder, Helena Sand and Gravel, for the amount of \$ 617,203.10.

CITY OF HELENA

***** REQUEST FOR BID *****

The City is requesting sealed bids for the 2024 (FY2025) Chip Seal, Project No. TSD-124. To be considered for award, the bid must state the name and number of the project, be addressed to the Clerk of Commission, City of Helena, 316 North Park Avenue, Helena, Montana 59623 and be received by 10:00 A.M. local time on 3/19/2024, at which time the bids will be publicly opened and read. No bid may be withdrawn after the scheduled time of the public opening of bids. The opening and reading of the bids will occur in Room 326 of the City-County Building, 316 North Park Avenue, Helena, Montana.

The proposed project consists of Chip Sealing 186,408 square yards of asphalt on designated City of Helena Streets.

Plans, specifications, and Instructions to Bidders are available at the Transportation Systems Department Office, located at 3001 E Lyndale Avenue, Helena, Montana.

A pre-bid conference for this project will be held on 3/14/2024 at 10:00A.M.
at the Transportation Systems Department Office, located at 3001 E Lyndale Avenue, Helena, Montana

Each bidder shall expressly covenant in the bid that if the bidder is awarded the contract, the bidder will, within 15 days after the bid is awarded, enter into a formal contract and give an approved performance bond and a labor and materials payment bond to secure the performance of the terms and conditions of the contract. Each bid must be accompanied by bid security payable to the *City of Helena* for ten percent (10%) of the total amount of the bid. Bid security provided in a form specified in §18-1-203, MCA, which includes, but is not limited to, certified check, cashier's check, bank draft, bid bond, guaranty bond, or surety bond, constitutes compliance with this requirement. The bid security protects and indemnifies the City against the failure or refusal of the successful bidder to timely enter into the contract.

The City reserves the right to reject any or all proposals received, waive informalities, postpone the award of the contract for a period not to exceed SIXTY (60) days, and accept the lowest responsive and responsible bid that is in the best interest of the City.

Authorized and approved by:



David Knoepke, Director

2-14-2024

DATE

PLEASE ADVERTISE ON: 2/20/24, 2/27/24 and 3/5/24

From: Helena Legals <HelIRLegalAds@lee.net>
Sent: Thursday, February 15, 2024 9:08 AM
To: Laurie Miller; Helena Legals; Kami Terrell
Cc: Darrin Pearce
Subject: RE: 20240214-TSD-RFP-ChipSeal 2024.pdf
Attachments: 2024 (FY2025) Chip Seal - INVITATION TO BID.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Please review attached notice.

Order 186183
Scheduled Date: Feb. 20, 27 March 5

Kami Terrell
Helena Independent Record:
Legals: 406.447.4005
helirlegalads@lee.net
Independent Record | 2222 Washington | Helena, MT 59601
*** Effective July 10, 2023 the Helena Independent Record has changed to a 3 day print / 7

day E-edition.
Legal Notices will publish on the print edition days Tuesday, Thursday, and Saturday.
See Deadlines Below:
Publication Date Deadline
Legal Liners:
Tuesday Thursday, 3pm MT (4pm Central Time)
Thursday Monday, 3pm MT (4pm Central Time)
Saturday Wednesday, 3pm MT (4pm Central Time)
Legal Display:
Tuesday Wed, 8am MT (9am Central Time)
Thursday Fri, 8am MT (9am Central Time)
Saturday Tues, 8am MT (9am Central Time)
*Anything received after deadline will be scheduled for the next publication date.
Display Notices: Please submit as early as possible, at least 1-2 days before deadline. We have a 24 hour turnaround time to get them back from the studio and these need to be approved by the deadline.
Affidavits: Please allow 7 to 10 business days to receive your Affidavit/Proof of Publication back in the mail after the last publication date.
Please Note: Any 7-day period containing a legal holiday, where offices are closed, is subject to advanced deadlines.
*As of Feb. 1st 2023: All credit card payments may be subject to a 3.5% surcharge. We currently accept Visa, MasterCard, & Discover.

From: Laurie Miller <LMILLER@helenamt.gov>
Sent: Wednesday, February 14, 2024 4:49 PM
To: Helena Legals <HelIRLegalAds@lee.net>; Kami Terrell <Kami.Terrell@nwi.com>

Cc: Darrin Pearce <DPEARCE@helenamt.gov>
Subject: 20240214-TSD-RFP-ChipSeal 2024.pdf

Good afternoon, Attached is an ad that we would like to run on February 20, 27th and March 5th, 2024. If you will be so kind as to send me a proof for review, that would be most appreciated. I look forward to hearing from you. Thank you! Kindest

ZjQcmQRYFpfptBannerStart

This Message Is From an External Sender

This message came from outside your organization.

ZjQcmQRYFpfptBannerEnd

Good afternoon,

Attached is an ad that we would like to run on February 20, 27th and March 5th, 2024. If you will be so kind as to send me a proof for review, that would be most appreciated. I look forward to hearing from you.

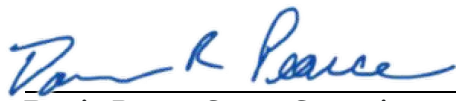
Thank you!

Kindest Regards,

Laurie Miller
Administrative Coordinator, Transportation Systems Dept.
City of Helena
(406) 447-1566 | (406) 457-8566 | lmiller@helenamt.gov
helenamt.gov
3001 E Lyndale Avenue, Helena, MT 59601



Transportation Systems Department
Streets Division
TSD PROJECT# 124
2024 CHIP & SEAL PROJECT
FY2025
Project Book


Darrin Pearce, Streets Supervisor,
Transportations Systems Department

2/21/24
Approval Date

CITY OF HELENA

***** REQUEST FOR BID *****

The City is requesting sealed bids for the 2024 (FY2025) Chip Seal, Project No. TSD-124. To be considered for award, the bid must state the name and number of the project, be addressed to the Clerk of Commission, City of Helena, 316 North Park Avenue, Helena, Montana 59623 and be received by 10:00 A.M. local time on 3/19/2024, at which time the bids will be publicly opened and read. No bid may be withdrawn after the scheduled time of the public opening of bids. The opening and reading of the bids will occur in Room 326 of the City-County Building, 316 North Park Avenue, Helena, Montana.

The proposed project consists of Chip Sealing 186,408 square yards of asphalt on designated City of Helena Streets.

Plans, specifications, and Instructions to Bidders are available at the Transportation Systems Department Office, located at 3001 E Lyndale Avenue, Helena, Montana.

A pre-bid conference for this project will be held on 3/14/2024 at 10:00A.M.
at the **Transportation Systems Department Office, located at 3001 E Lyndale Avenue, Helena, Montana**

Each bidder shall expressly covenant in the bid that if the bidder is awarded the contract, the bidder will, within 15 days after the bid is awarded, enter into a formal contract and give an approved performance bond and a labor and materials payment bond to secure the performance of the terms and conditions of the contract. Each bid must be accompanied by bid security payable to the *City of Helena* for ten percent (10%) of the total amount of the bid. Bid security provided in a form specified in §18-1-203, MCA, which includes, but is not limited to, certified check, cashier's check, bank draft, bid bond, guaranty bond, or surety bond, constitutes compliance with this requirement. The bid security protects and indemnifies the City against the failure or refusal of the successful bidder to timely enter into the contract.

The City reserves the right to reject any or all proposals received, waive informalities, postpone the award of the contract for a period not to exceed SIXTY (60) days, and accept the lowest responsive and responsible bid that is in the best interest of the City.

Authorized and approved by:



David Knoepke, Director

2-14-2024

DATE

PLEASE ADVERTISE ON: 2/20/24, 2/27/24 and 3/5/24

INSTRUCTIONS TO BIDDERS

BIDS: All bids must be made on the forms provided in this bound copy of the Contract Documents. All bids must be legibly written in ink with all prices given in figures and total bid amount given in words and figures. No alterations by erasures or interlineations will be permitted in bids or in the printed forms. Each bid shall be enclosed in a sealed envelope addressed to: Clerk of the City Commission, 316 North Park Avenue, Helena, Montana 59623, and endorsed on the outside of the envelope with the words:

2023 CHIP & SEAL PROJECT NO. TSD-93

Bids shall be strictly in accordance with the prescribed form. Any modifications thereof or deviations therefrom may be considered as sufficient cause for rejection. Bids carrying riders or qualifications to the bid being submitted may be rejected as irregular.

BID SECURITY: To be considered, the bid must be accompanied by a bid security unconditionally payable to the *City of Helena* for ten percent (10%) of the total amount of the bid. Each Bidder shall expressly covenant in the bid that if the Bidder is awarded the contract, the Bidder will, within 14 days after the bid is awarded, enter into a formal contract and give an approved performance bond and a labor and materials payment bond to secure the performance of the terms and conditions of the contract. Bid security must be provided in a form specified in §18-1-203, MCA, which includes, but is not limited to, certified check, cashier's check, bank draft, bid bond, guaranty bond, or surety bond. Bid security through a bid, guaranty or surety bond must be issued by a surety company authorized to do business in the State of Montana. The bid security protects and indemnifies the City against the failure or refusal of the successful Bidder to timely enter into the contract.

SIGNATURE OF BIDDERS: Each bid must be signed in ink by the Bidder with the Bidder's full name and business address or place of residence. If the Bidder is a firm or partnership, the name and residence of each member must be inserted. If the bid is submitted by or in behalf of a corporation, it must be signed in the name of the corporation by a corporate official authorized to bind the corporation and who shall also affix the corporate seal of the corporation to the bid. Any bid by a corporation signed by a person other than a corporate officer must be accompanied by a power of attorney showing that person's authority to sign for the corporation.

ONLY ONE PROPOSAL: No Bidder may submit more than one bid. Two bids under different names will not be received from one firm, partnership, association, or corporation.

RESPONSIBILITY OF AGENT: Any person signing a bid as the agent of another, or of others, may be required to submit satisfactory evidence of authority to so sign.

TITLE: The position title of any person executing the bid or Agreement shall be clearly indicated beneath the signature.

QUALIFICATIONS OF BIDDERS: The Bidder may be required to submit satisfactory evidence that Bidder has practical knowledge of the particular work bid upon and has the necessary financial resources to complete the proposed work.

In determining if a Bidder is a responsible bidder, consideration will be given as to whether the Bidder involved: (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has a financial status suitable to meet obligations incident to the work; and (d) has experience in projects of comparable scope and complexity that were satisfactorily completed.

Each Bidder may be required to show that previous work performed by that Bidder has been handled in such a manner that there are no just or proper claims pending against such work. A Bidder will not be acceptable if that Bidder is engaged on any other work that impairs the financial ability to perform the work. A Bidder may demonstrate financial ability by meeting all requirements herein stipulated, when requested.

Bidder is not deemed a responsible bidder if Bidder is delinquent in payment of property taxes or special improvement district assessments for at least six (6) months.

Any Bidder required by the Helena City Code to have a general business license in the City of Helena must obtain it before a bid can be awarded to a bidder.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE: Before submitting a bid, each Bidder should: (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with location conditions that may in any manner affect cost, progress, or performance of the work; (c) become familiar with federal, state and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

Each Bidder may, upon request, examine those reports of investigations and tests of subsurface and latent physical conditions at the site, if any, which have been relied upon in preparing the drawings and specifications. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting the bid each Bidder will, at Bidder's own expense, make such additional investigations and tests deemed necessary to determine that the bid for performance of the work is in accordance with the time, price, and other terms and conditions of the Contract Documents.

Upon request, City will provide each Bidder access to the site to conduct such investigations and tests each Bidder deems necessary for submission of a bid. Any administrative requirements and associated costs of such investigations are the responsibility of each Bidder.

The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use in performing the work are identified in the specifications or on the drawings.

The submission of a bid will constitute an incontrovertible representation by a Bidder that the Bidder has complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

INTERPRETATION OF CONTRACT DOCUMENTS: If any person contemplating submission of a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or other proposed Contract Documents, that person may submit a written request to the City for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued and a copy of any such addendum will be mailed or delivered to each person receiving a set of such documents.

TIME OF COMPLETION: The time of completion of the work is a basic consideration of the contract. It will be necessary that each Bidder satisfy the City of the Bidder's ability to complete the work within the stipulated time.

ADDENDA: Any addenda issued during the time of bidding or forming a part of the Contract Documents loaned to Bidder for the preparation of Bidder's proposal, shall be covered in the bid and shall be made a part of the Agreement. Receipt of each addendum shall be acknowledged in the bid. Any bid in which all issued addenda are not acknowledged will be considered incomplete and will not be read.

WITHDRAWAL OF BID: No Bidder may withdraw any bid for a period as specified in the Request For Bid after the date and hour set for the opening declared herein. Prior to that time, Bidder may withdraw a bid by written request. The request to withdraw a bid must be signed in the same manner and by the same person or persons who signed the bid.

SUBCONTRACTORS: Within seven (7) days after bids are opened, the apparent low Bidder and any other Bidder so requested, shall submit a list of all subcontractors Bidder expects to use in the work.

An experience statement with pertinent information as to similar projects and other evidence of qualification shall be furnished for each named subcontractor if requested by the City. If the City or the project engineer, after due investigation, has reasonable objection to any proposed subcontractor, they may, before giving the Notice of Award, request the apparent low Bidder to submit an acceptable substitute. Refusal to substitute a subcontractor may result in Bidder not being considered a responsible Bidder. Bidder's refusal to substitute will not constitute grounds for forfeiture of bid security.

Bidder shall not be required to employ any subcontractor against whom Bidder has a reasonable objection.

The subcontractors listed by Bidder and accepted by City prior to the Notice of Award will be used in the performance of the work, unless otherwise agreed to in writing by City.

ACCEPTANCE AND REJECTION OF BIDS: The City reserves the right to accept or reject the bids in the best interest of the City. The City reserves the right to waive informalities and irregularities in any bid submitted, to reject non-conforming, non-responsive or conditional bids, to correct arithmetic errors without changing unit price, and postpone awarding of the contract for a period not exceeding sixty (60) days.

AWARD OF CONTRACT: If the contract is to be awarded, City will award the contract to the responsible Bidder whose bid is responsive and conforms with all material terms and conditions of the bidding documents and proposed Contract Documents, is lowest in price, is in the best interest of the project, and other factors considered. The award will be based on the lowest responsive cumulative base bid plus any added alternate schedules the City determines to include with the project. If the contract is awarded, the award will be made within the period specified in the Request For Bid. The successful Bidder will be notified by letter mailed to the address shown on the bid that the bid has been accepted and that Bidder has been awarded the contract.

CANCELLATION OF AWARD: The City reserves the right to cancel the award of any contract at any time before the complete execution of the Agreement by all parties without any liability against the City.

PERFORMANCE BOND: LABOR AND MATERIALS BOND: The Bidder to whom the contract is awarded will be required to furnish a performance bond and a labor and materials bond, in favor of the City, issued by a surety company licensed in this state. The bonds must be in an amount equal to one hundred percent (100%) of the Agreement amount. The bonds must be executed on the forms bound in the Contract, signed by a surety company licensed in the State of Montana and acceptable as a surety to the City, and countersigned by a Montana resident agent.

One copy of a power of attorney certified to include the date of the bonds must be filed with the City.

INSURANCE: The successful Bidder, as part of the Agreement, shall provide liability insurance and maintain required workers' compensation coverage. Bidder shall provide proof of these through either a certificate of insurance or a current copy of Bidder's policy.

EXECUTION AND APPROVAL OF AGREEMENT: The Agreement shall be signed by the successful Bidder and returned, together with the contract bonds, within the time shown on the bid. If the Agreement is not executed by the City within fifteen (15) days following receipt from Bidder of the signed Agreement and bonds, Bidder has the right to withdraw the bid without penalty. The Agreement is not effective until it has been fully executed by all of the parties thereto.

FAILURE TO EXECUTE AGREEMENT: Failure to execute the Agreement and furnish a performance bond and payment bond shall be just cause for annulment of the award. In the event of such annulment, the bid guarantee shall be forfeited to the City, not as a penalty but as liquidation of damages sustained. Award may then be made to the next lowest responsible and qualified Bidder, or the work may be re-advertised as the City may decide.

BOUND COPY OF CONTRACT DOCUMENTS: None of the Instructions to Bidders, Bid Form, bond forms, Agreement, contract stipulations, or other specifications shall be removed from the bound copy of the Contract Documents prior to submission of bid.

PAYMENT: Payment for all work performed under the Agreement will be made by the City within the time period specified in and in accordance with the procedures outlined therein.

PREVAILING WAGE RATES: In all public works contracts with the City, contractors and their subcontractors shall pay for each job classification the standard prevailing wage rate, including fringe benefits. The standard prevailing wage rate as used herein means the standard prevailing rate of wages in the locality where the work is to be performed as determined by the Montana Commissioner of Labor & Industry pursuant to §18-2-402, MCA, and as bound herein as Exhibit F to the proposed Construction Agreement. The Bidder and Bidder's subcontractors are directed to the Montana Commissioner of Labor & Industry for information on the standard prevailing rate of wages applicable to this project within this area.

PAYROLL RECORD MAINTENANCE: In public works contracts, the contractor and subcontractors must maintain payroll records in a manner readily capable of being certified for submission under §18-2-423, MCA, for not less than three (3) years after the completion of work on the project.

POSTING: Contractor shall post in a prominent and accessible place on the site of the work a legible statement of all wages and fringe benefits to be paid to workers on the project.

MONTANA CONTRACTORS' GROSS RECEIPTS TAX: In accordance with Title 15, Chapter 50, MCA, the City shall withhold, in addition to other amounts withheld as provided by law or specified herein, one percent (1%) of all payments due the Contractor and shall remit such monies to the Montana Department of Revenue.

MONTANA LABOR PREFERENCE: Bidder must give preference to the employment of bona fide residents of Montana in the performance of the work.

NON-DISCRIMINATION: In accordance with law, Bidder shall agree not to discriminate against any client, employee, or applicant for employment or for services because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, gender identity, sexual orientation, or national origin, with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, or rendition of services.

It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from the City of Helena unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

PROJECT DRAWINGS: The project drawings consist of 5 Sheets and the cover sheet is titled: 2023 CHIP SEAL PROJECT #TSD-93. Project drawings are contained under a separate cover.

Exhibit C
Project Specifications

&

Exhibit D
City Supplied
Materials

Chip Seal 2025

Street	Location		Length	Width	Sq. Yds.	Total SYD
	From	To				
Schedule A						
Carter South						
Carter Drive	Rail Road Tracks - HWY 287		1,850	37	7,605	
Billings Avenue	Carter Drive - Blaine Street		2,055	37	8,450	
Blaine Street	Billings Avenue - End of asphalt		165	30	550	
Blaine Street	Billings Avenue - Cul de sac		325	30	1,083	
Blaine Street	Cul de sac				710	
Gibbon Street	Billings Avenue - End of asphalt		130	30	435	
Gibbon Street	Billings Avenue - HWY 287		1,065	34	4,022	
18th Street	Billings Avenue - End of asphalt		130	36	520	
18th Street	Billings Avenue - HWY 287		1,065	36	4,260	
						27,635.00
Schedule B						
Carter North						
Carter Drive	Airport Road - Rail Road Tracks		2,060	37	8,470	
Airport Road	Carter Drive - B Street		1,865	38	7,875	
Bozeman Avenue	Carter Drive - B Street		1,650	38	6,970	
A Street	Airport Road - Bozeman Avenue		730	38	3,085	
B Street	Airport Road - Bozeman Avenue		830	38	3,505	
Bozeman Avenue	Carter Drive - Blaine Street		2,125	38	8,975	
Blaine Street	Airport Road - End of asphalt (south)		1,055	26	3,050	
						41,930.00
Schedule C						
Phoenix Area						
Phoenix Avenue	N Montana Avenue - N Roberts Street		885	36	3,540	
Phoenix Avenue	N Roberts Street - Hannaford Street		2,640	34	9,975	
Walnut Street	N Montana Avenue - N Cooke Street		425	28	1,325	
Walnut Street	N Cooke Street - N Sanders Street		920	28	2,865	
Walnut Street	N Sanders Street - N Harris Street		435	28	1,355	
Walnut Street	N Harris Street - N Oakes Street		735	28	2,285	
Walnut Street	N Oakes Street - N Hannaford Street		760	28	2,365	
Chestnut Street	N Montana Avenue - School dead end		570	28	1,775	
Chestnut Street	Park Path - Dead end Cul de sac		1,345	28	4,330	
Chestnut Street	N Oakes Street - N Lamborn Street		395	28	1,230	
Poplar Street	N Montana Avenue - N Sanders Street		3,240	36	12,960	
Poplar Street	N Sanders Street - dead end (East)		1,820	36	7,280	
Aspen Street	N Montana Avenue - N Cooke Street		425	32	1,515	
Aspen Street	N Cooke Street - N Roberts Street		425	32	1,515	
Aspen Street	N Roberts Street - N Sanders Street		450	32	1,600	
Aspen Street	N Sanders Street - N Harris Street		430	32	1,530	
Aspen Street	N Harris Street - Oakes Street		700	32	2,490	
N Cooke Street	Cedar Street - Poplar Street		650	36	2,600	
N Cooke Street	Poplar Street - Phoenix Avenue		1,000	32	3,555	
N Roberts Street	Cedar Street - Poplar Street		656	36	2,625	
N Roberts Street	Walnut Street - Phoenix Avenue		350	32	1,245	
N Roberts Street	Phoenix Avenue - Rail Road Tracks		475	36	1,900	
Sanders Street	Cedar Street - Poplar Street		665	38	2,810	
Sanders Street	Poplar Street - Chestnut Street		345	30	1,150	
Sanders Street	Chestnut Street - Phoenix Avenue		640	30	2,135	
N Harris Street	Cedar Street - Poplar Street		645	38	2,725	
N Harris Street	Poplar Street - Chestnut Street		325	38	1,375	
N Harris Street	Chestnut Street - Phoenix Avenue		645	38	2,725	
N Oakes Street	Cedar Street - Poplar Street		645	30	2,150	
N Oakes Street	Poplar Street - Phoenix Avenue		1,000	20	2,225	
N Lamborn Street	Walnut Street - Poplar Street		645	30	2,150	
						91,305.00
Schedule D						
Dodge/National Area						
National Avenue	E Lyndale Avenue - Rail Road Tracks		1,260	37	5,180	
Argyle Street	N Montana Avenue - West End		840	37	3,453	
Dodge Avenue	Casino Lot - Argyle Street		765	37	3,145	
						11,778.00
Schedule E						
11th Avenue						
11th Avenue	N Cruse Avenue - N Rodney Street		1,375	30	4,585	
11th Avenue	N Rodney Street - N Montana Avenue		2,580	32	9,175	
						13,760.00
Total SYD					186,408.00	

BILL ROBERTS
GOLF COURSE

City of Helena Chip Seal 2024

Schedule A

Schedule B

Schedule C

Schedule D

Schedule E

CARROLL
COLLEGE

CENTENNIAL
PARK

W Lyndale Ave

E Lyndale Ave

Schedule D

N Montana Ave

Helena

Schedule E

11th Ave

MONTANA
STATE CAPITOL

Schedule C

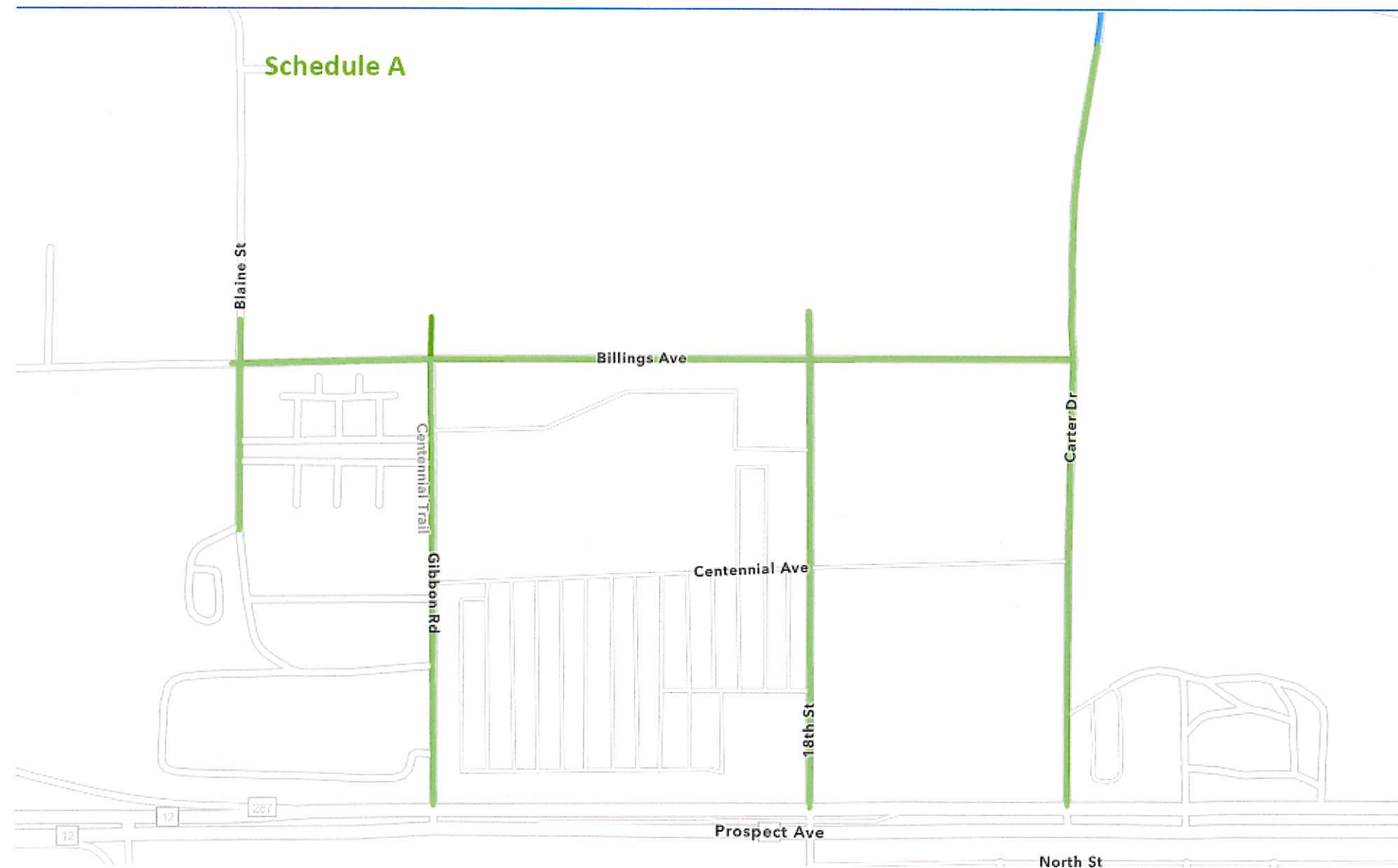
HELENA
REGIONAL
AIRPORT

Schedule B

Schedule A

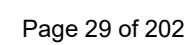
Prospect Ave

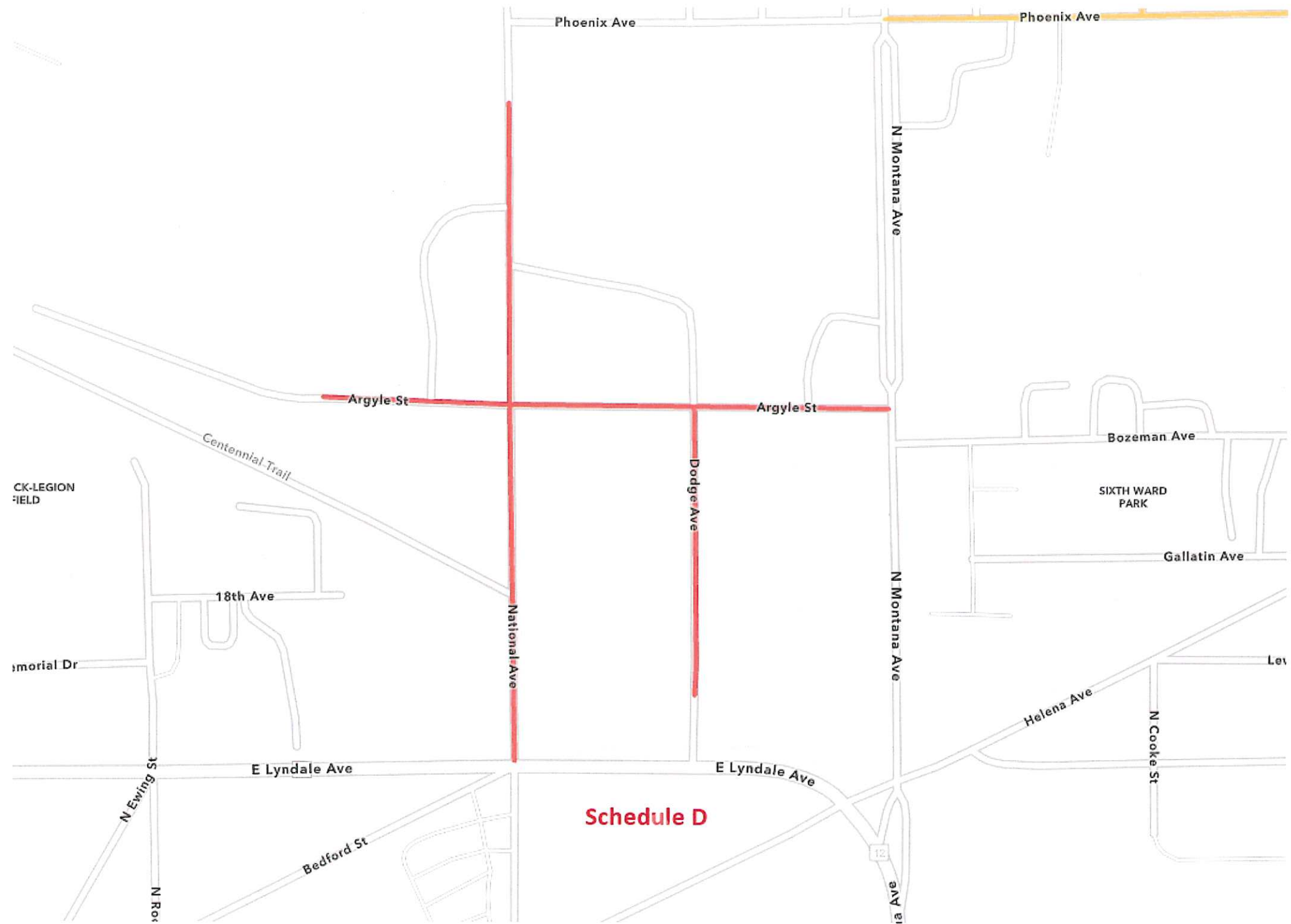
Prospect Ave

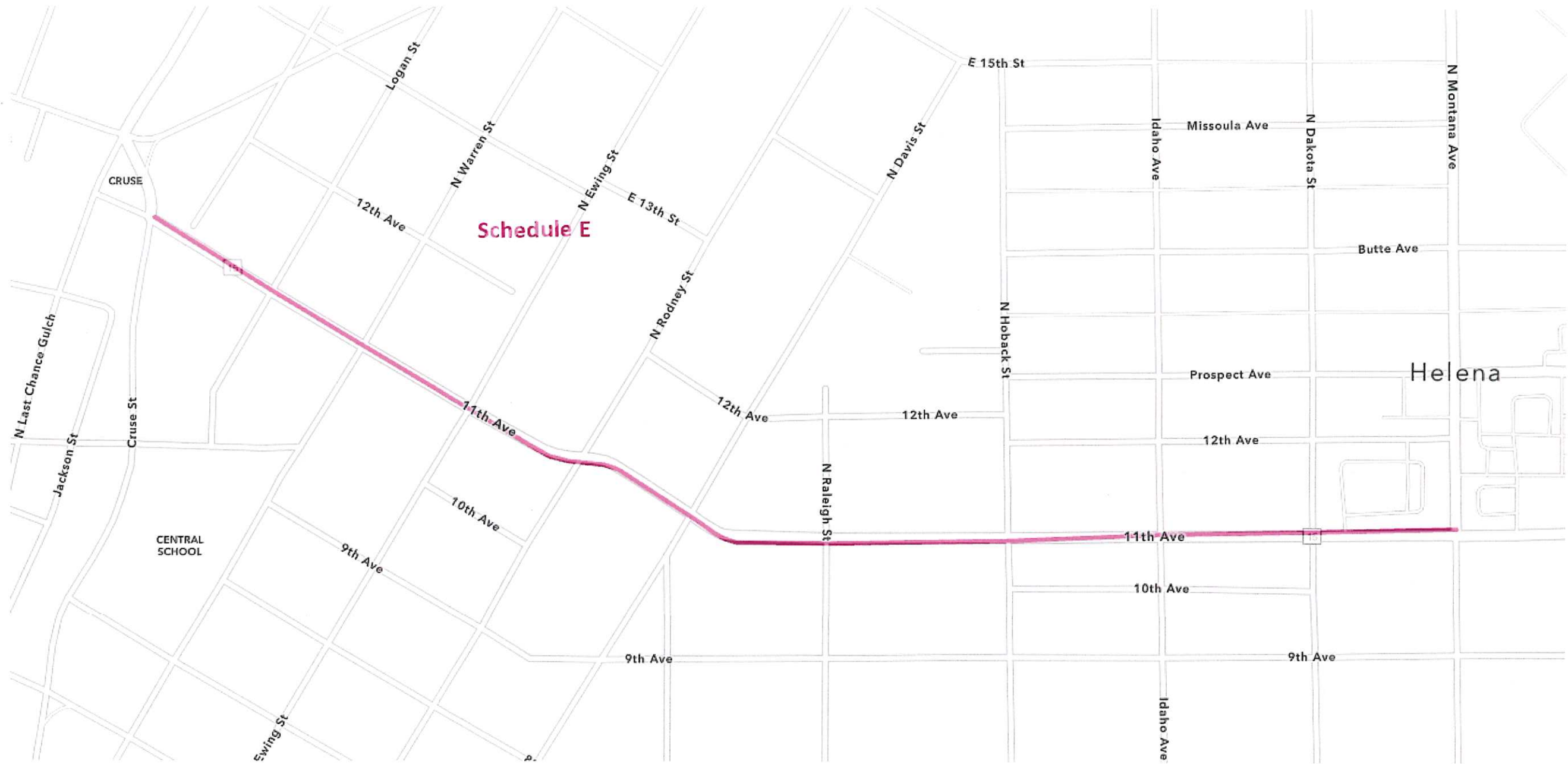


Schedule B









A. MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS

The following sections of the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010 are incorporated by reference.

DIVISION 1 - GENERAL REQUIREMENTS

Section 01010	Summary of Work
Section 01041	Project
Coordination Section 01050	Field Engineering
Section 01090	References
Section 01300	Submittals
Section 01400	Contractor Quality Control and Owner Quality Assurance
Section 01500	Construction and Temporary Facilities
Section 01570	Construction Traffic Control
Section 01700	Contract Closeout

DIVISION 2 - SITE WORK

Section 02502	Asphalt Prime and/or Tack Coat
Section 02504	Asphalt Seal Coat
Section 02510	Asphalt Concrete Cement

APPENDIX C

ACI305 Documents

B. MODIFICATIONS TO THE MONTANA PUBLIC WORKS STANDARDS SPECIFICATIONS

Standard Construction Specifications referred to for this project shall be the Montana Public Works Standard Specifications, Sixth Edition, including any Amendments, which are hereby incorporated into this contract by reference.

Contractor shall familiarize himself with the MPWSS and keep a reference copy at the work site at all times. Copies of the Montana Public Works Standard Specifications, Sixth Edition, can be obtained from:

Montana Contractors' Association, Inc.
1717 11Th Avenue
PO Box 4519
Helena, MT 59604

Telephone (406) 442-4162
FAX (406) 449-3199

The following sections describe the primary exceptions, additions and clarifications between the Sixth Edition of the Montana Public Works Standard Specifications (MPWSS) and this project.

DIVISION 1 - GENERAL REQUIREMENTS

A. PROJECT COORDINATION - SECTION 01041

PART 1: GENERAL

1.2: COORDINATION WITH PUBLIC AND PRIVATE AGENCIES

C. Comply with all conditions of the Project Agreement, Section 24.

Add the following new heading and paragraph:

1.3: SITE INSPECTION

A. All Contractors and involved parties should satisfy themselves as to the construction conditions by personal examination of the site of the proposed work and any other examination and investigation that they may desire to make as to the nature of the construction and the difficulties to be encountered.

1.4: INSPECTION

- A. The Engineer's or Owner's representative will observe work and compare the quality of the work with the requirements of the Contract Documents. Any discrepancies noted shall be brought to the Contractor's attention, who shall immediately correct the discrepancy. Failure of the Engineer to detect a discrepancy will not relieve the Contractor of his ultimate responsibility to perform the work required.

B. CONSTRUCTION TRAFFIC CONTROL - SECTION 01570

PART 1: GENERAL

1.2: REQUIREMENTS

- B. Use qualified, MUTCD certified project labor for installing, maintaining and operating traffic control devices.

1.3: NOTIFICATIONS

- C. For project sites involving a through street, provide the Owner with a news release. Include in the news release, as a minimum, the work activity, location and duration. Once approved, furnish the news release to the local media at least one week prior to the start of work.
- D. Notify all landowners or residents adjacent to the work, who may be impacted by the installation of traffic control devices, at least one week prior to start of work and again 48 hours prior to the installation of said devices. All vehicles, boats, campers, etc. are to be removed from the roadway prior to chip sealing.
- E. Traffic control devices shall be installed per the approved traffic control plan. The Contractor shall provide "Loose Gravel" signs at all streets accessing recently chip sealed roads.
- F. A new traffic control plan shall be revised weekly and submitted to the Owner for approval prior to the start of the next work week.

PART 4: MEASUREMENT AND PAYMENT

4.1: PAYMENT

- A. All items under the heading of Construction Traffic Control are incidental to the work and no separate payment is made for these items.

DIVISION 2 - SITE WORK

A. ASPHALT PRIME AND/OR TACK COAT - SECTION 02502 PART 2:

PRODUCTS

2.1: GENERAL

- A. Furnish asphalt material grade and type as specified below meeting the requirements of Table 1, Table 2 in this Section.

Type and Grade

Use

EMULSIFIED ASPHALT, CRS-2P

Asphalt Tack Coat

TABLE 1

	TEST METHO D	CATIONI C LMCRS- 2	CATIONI C CRS- 2P
Viscosity @ 122 Degrees F	AASHTO T-59	75-300 Sec.	100-400 Sec.
Sieve	AASHTO T-59	0.3% max.	0.3% max.
Settlement, 5 days	AASHTO T-59	5% max.	5% max.
Demulsibility	AASHTO T-59	40% min.	40% min.
Storage Stability Test 1 day	AASHTO T-59	1% max.	1% max.
Particle charge	AASHTO T-59	Positive	Positive

TABLE 2

	TEST METHO D	CATIONI C LMCRS- 2	CATIONI C CRS- 2P
Ash content	ASTM D3723	0.2% max.	0.2% max.
Tests on residue by drying			
Percent residue	*CAL-331	65% min.	65% min.
Penetration @ 77 °F 100g, 5 Sec.	AASHTO T-51	100-200	100-250
Ductility @ 77 °F, 5 cm/ _{min}	AASHTO T-51	40 cm min.	75 cm min.
Elastic recovery	TF-31	18% min.	58% min.

B. ASPHALT SEAL COAT - SECTION 02504**PART 3: EXECUTION****3.1: EQUIPMENT****B: BROOMS**

1. The City of Helena Street Division will provide and operate street sweepers for the purpose of cleaning the surface of all dust, dirt, sand or other objectionable material.

C: ROLLERS

1. Provide pneumatic-tired rollers that are two-axle type, straight or oscillating, mounted in a rigid frame and provided with a platform or body suitable for ballast loading. Pneumatic-tired rollers shall be self-propelled. The effective rolling width shall be not less than four feet (4'). Pneumatic-tired rollers shall have a minimum working weight capacity of 250 pounds per inch width of tire tread.

2. Tires shall be smooth (no tread) and of equal size and diameter. Tires on the rear axle shall be covered by the tread of the following tire. Tires shall be uniformly inflated and the air pressure in the tires shall not vary from each other by more than five (5) pounds per square inch.

3. Rollers shall be capable of turning so that the material being rolled is not dislodged or loosened. A minimum of three (3) working rollers will be required on this project. Use of wobble-wheeled pneumatic-tired roller will not be permitted. Rollers are required to operate at speeds of 4 to 6 miles per hour.

***Truck drivers delivering chips must stagger wheel path when backing up to eliminate tracking.**

3.3: CONSTRUCTION METHODS C:

PREPERATION OF SURFACES

2. Cleaning

- a: Immediately before applying the asphalt material, the City of Helena Street Division will clean the surface of all dust, dirt, sand or other objectionable material.
- b: The Contractor will be responsible for any necessary sweeping following the City's final cleaning of the surface prior to laying the chip.

D: APPLICATION OF ASPHALT MATERIAL

1. Use an application rate of 0.42 gallons per square yard (1.52 liters per square meter) of Emulsified Asphalt CRS-2P, for 3/8" (9.5mm) seal coat aggregate . Apply the asphalt material uniformly at this specified rate. Ensure that the longitudinal meet line mates up to the previous run without overlap or gaps.

E: APPLICATION OF SEAL COAT MATERIAL

1. The rate will range from 20 to 30 pounds per square yard (10 to 16 kg/sq. meter) for 3/8" (9.5 mm) aggregate. During the course of the work, adjustments will be made in the rate of application when required.
2. Assure that the cover coat material is stockpiled enough in advance of the work so that excess water has drained from the aggregate. Seal coat aggregate shall be sprayed sufficiently, with water, the day before work is to begin to have moist aggregate for application the following day. Aggregate shall be sprayed prior to loading to ensure aggregate does not dry.

3. Uniformly distribute the cover coat at the specified rate using a mechanical or a self-propelled spreader immediately after or at a distance
no greater than 100 feet behind the asphaltic material distributor. If weather or surface conditions require, restrict the application of the asphalt material to the area coverable by the cover coat material available in the trucks. Assure cover aggregate is available at all times to assure continuous seal coating operations. Do not apply seal coat aggregate to cold, dried or partially dried asphalt material. When the street face is damp or wet, or when the atmospheric temperature in the shade is less than 65 degrees Do not start work without the Owner's approval and terminate work at once in the event of rain. Terminate seal coating just before dark, and stop work during wind that blows sand, dust or other foreign matter into the spread asphalt material before aggregate is applied. Spray application of emulsions should be avoided prior to probable rainfall and shall not be applied during rain. Pavement and air temperatures shall be above 50 F.
4. Immediately after spreading, roll the aggregate with a self-propelled pneumatic tired roller. Roll in a longitudinal direction, beginning at the outer edges of the treatment and working toward the center. Overlap the previous strip by about one- half of the roller width. Continue rolling until smooth, thoroughly compacted surface is obtained. Roll at least three complete passes with each roller within 15 minutes of the spreading of the aggregate. If the seal coat is finished in partial widths at a time, leave 4 to 6 inches (100mm to 150mm) of the inside edge uncovered with aggregate to permit overlap of asphaltic material when the remaining portion of the surface is treated. For all chip & seal construction, the Contractor shall chip & seal the radii of fillets at all intersecting roads. This also will be required if the additive alternate fog seal is awarded.
5. The City of Helena Street Division will remove and dispose of loose aggregate from the pavement surface after the curing period.

3.4: PROTECTION OF STREET SIDE STRUCTURES AND TRAFFIC CONTROL

Before application, spread building paper over all exposed water valves, manhole covers, valley gutters, gutter fillets, and Thermo Plastic Symbols. Immediately after the asphalt and aggregate is applied and rolled, remove, and dispose of the building paper. Compensation for furnishing, installing, and removing such protection is included in the unit price bid for chip & seal coat. Remaining vehicles will be towed. Any vehicles or stored items requiring towing will the responsibility of contractor.

PART 4: MEASUREMENT AND PAYMENT

4.1: TONNAGE BASIS - SEAL COAT AGGREGATE

4.2: TONNAGE BASIS - EMULSIFIED ASPHALT

4.3: SQUARE YARD BASIS – ASPHALT SEAL AND CHIP COAT

- A. This item is measured and paid for by the square yards (square meters) of asphalt pavement surface area at the contract unit price bid for Cationic CRS-2P Latex Modified Asphaltic Seal and Chip Coat, with 3/8-inch Gradation.
- B. Price and payment are full compensation for the furnishing, delivering, and placing of aggregate material; for compacting and rolling; for covering excess asphaltic material; and for the removal of the excess aggregate.
- C. The price and payment are full compensation for all demurrage, storage, handling and other charges, materials (including the asphalt), tools, equipment, labor, and performance of all work necessary or incidental to the furnishing, delivering, unloading, heating, hauling and spreading of the asphalt material specified, and for all labor, equipment, tools, assistance with traffic control and incidentals necessary to complete this item.
- D. ADDITIVE ALTERNATE #1- SPECIAL PROVISION

402-2 Emulsified Asphalt (Revised 9-21-17)

(Any project including Emulsified Asphalt as a pay item)

- 1. Description. The work is furnishing emulsified asphalt for fog seal or tack coat. The rates shown and the basis of plan quantity are calculated based on undiluted material quantities.
- 2. Materials. Furnish all emulsified asphalts in accordance with Section 402 and 702.
- 3. Construction.
 - a. Use and application. Furnish and apply emulsified asphalt in accordance with Table 402-3

402.03.9 Fog Seal and Tack Coat Residual

Furnish and apply emulsified asphalt in accordance with Table 402-3.

**TABLE 402-3
MINIMUM RESIDUAL FOR EMULSIFIED ASPHALT**

Bid Item	Materials Allowed	Minimum Diluted Residue ¹	Undiluted Shot Rate	
Tack Coat 3	SS-1h, CSS-1h	28.5%	0.05 gal/sy ²	
Fog Seal			over chip seal	over rumble strips
			0.075 gal/sy	0.05 gal/sy ²

Note 1: If diluted, as tested out of the distributor, as applied.

Note 2: Apply a double shot of emulsion on concrete surfaces and over rumble strips. Note 3: When placing tack coat for micro surfacing operations, CQS-1h may also be used.

The contractor may dilute the material as needed to achieve the required undiluted shot rate. Notify the Project Manager of any dilution and the percentage before applying the material. Ensure the dilution rate, if applicable, is indicated on the bill of lading and/or certificate of compliance.

For all chip & seal construction, the contractor shall chip and seal the radii of fillets at the intersecting roads. This will also apply to the additive alternate fog seal if awarded.

Prior to applying fog seal material, it will be the responsibility of the contractor to sweep the roadways, remove dust, loose or foreign matter and any objectionable material that would hinder adhesion of the emulsion. Do not perform final sweeping on chip seal covered by fog seal.

When fog sealing a chip sealed surface, if the material will be diluted, furnish emulsion that has been diluted at the supplier.

When applying tack coat, meet all requirements of Subsection 407.03 other than the dilution and shot rate requirements.

When a double shot of emulsion is called for in the contract, apply 2 applications at the minimum rate specified above. Ensure the first shot is cured prior to applying the second. The minimum undiluted residue is applicable to each shot. If an undiluted emulsion is applied, one shot at twice the minimum rate may be used if approved by the Project Manager.

Proposed Chip Seal 2024

[illegible]

BID FORM

PROJECT:

TSD-124 2024 (FY2025) Chip Seal

THIS BID SUBMITTED TO:

Honorable Mayor and City Commission

City of Helena

316 North Park Avenue

Helena, Montana 59623

1. **THE UNDERSIGNED BIDDER** proposes and agrees that if this bid is accepted, Bidder will enter into the Agreement with the City in the form included in the bidding documents and to perform and furnish all work as specified or indicated in the bidding documents for the prices and within the number of calendar days indicated in the Agreement and in accordance with the other terms and conditions of the bidding documents.
2. Bidder has examined, understands, accepts, and abides by all of the terms and conditions of the Request For Bid and Instructions to Bidders. Bidder understands that the bids for a project involving road, street, or bridge construction, repair, or maintenance will not be accepted without the bidder's special fuel user's permit number being provided on Page 3.
3. Bidder expressly covenants that if Bidder is awarded the contract, Bidder will, after the bid is awarded and within the time specified in the Request For Bid, enter into a formal contract and give an approved performance bond and a labor and materials payment bond to secure the performance of the terms and conditions of the contract. The bid must be accompanied by Bid Security payable to the *City of Helena* for ten percent (10%) of the total amount of the bid, including alternates, if any. The Bid Security must be in a form specified in §18-1-203, MCA, which includes, but is not limited to, certified check, cashier's check, bank draft, bid bond, guaranty bond, or surety bond. The Bid Security is attached hereto as **Exhibit 1**.
4. This bid will remain subject to acceptance for sixty (60) days after the bid opening, or for such longer period of time that Bidder may agree to in writing upon request of City.
5. Bidder further represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over City.
6. Bidder certifies that no official of the City, no consulting engineer or architect, or any

member of such official's or consulting engineer's or architect's immediate family has direct or indirect interest in the pecuniary profits or contracts of the Bidder.

7. Bidder will complete the work in accordance with the Contract Documents for the price stated on the Bid Sheet attached hereto as **Exhibit 2**, based upon unit prices for estimated quantities. The Bidder will provide each unit price, which must be expressly stated on the Bid Sheet so it does not have to be calculated by the City by dividing the total of the unit prices by the number of estimated quantities.
8. Bidder acknowledges that estimated quantities set forth on the Bid Sheet are not guaranteed and are provided solely for the purpose of comparison of bids. The actual amount of work done and materials furnished may differ from such estimated quantities and the basis for final payment for all unit price bid items is the actual quantities provided per City's request. The successful bidder may not make a claim for anticipated profits or other damages on account of any difference between the amounts of work and material actually provided and the estimated amounts used on the Bid Sheet.
9. Bidder understands that the unit prices shall govern in checking the bid, and should a discrepancy exist in the total estimated price and total amount of unit prices bid as listed on the Bid Sheet after extensions are checked and corrections made, if any, the total amount of unit prices bid as corrected shall be used in awarding the contract.
10. Bidder certifies that Bidder is a responsible bidder and has the required qualifications and experience as submitted by Bidder on the Qualifications attached hereto as **Exhibit 3**.
11. Bidder agrees that the work will be substantially completed and ready for final payment in accordance with the Agreement on or before the dates or within the number of calendar days indicated in the Agreement.
12. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the times specified above, which shall be stated in the Agreement.
13. Bidder certifies receipt of City's revisions or additions made subsequent to the advertised proposal, which are specifically acknowledged on Receipt of Addendum, attached hereto as **Exhibit 4**.
14. Bidder represents that the bid is genuine and not collusive or a sham and that bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding. Bidder further represents that Bidder has not sought by agreement or collusion, directly or indirectly, with any person, to fix the bid price of any other bidder, or to fix any overhead, profit, or cost element of said bid price or that of any other bidder, or to secure any advantage against the City or any person interested in the proposed bid. Bidder affirms that all statements in this bid are true.

SUBMITTED on March 19, 2024

Montana Contractor's Registration # 53632

Employer's Tax ID # 52-2364398

Special Fuel Permit # 055354-SU

IF BIDDER is:

An Individual: _____
(Name typed or printed)

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business Address: _____

Telephone # _____ FAX # _____

A Partnership: _____
(Partnership Name)

By: _____ (SEAL)
(Signature)

(Name typed or printed)


Business Address: _____

Telephone # _____ FAX # _____

A Corporation: Helena Sand & Gravel, Inc. (SEAL)(Corporation Name)

State of Incorporation: Delaware

Type (General Business, Professional, Service, Limited Liability): General Business

By: 
(Signature of Authorized Representative)

Print Name and Title: Pat Drynan, Vice President

Attest:  (Corporate Seal)
Assistant Secretary, Loren Blossom (Signature of Secretary)

Business Address: 2209 Airport Road, P.O. Box 5960, Helena, MT 59604

Telephone # 406-442-1185 FAX # 406-442-1105

Date of Qualification To Do Business Is: 02/13/2024

A Joint Venture: Each Joint Venture Must Sign

Joint Venture Name: _____
_____(SEAL) (Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Telephone # _____ FAX # _____

A Joint Venture: Each Joint Venture Must Sign

Joint Venture Name: _____ (SEAL)
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Telephone # _____ FAX # _____

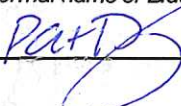
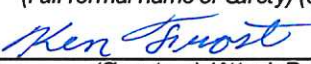
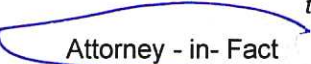

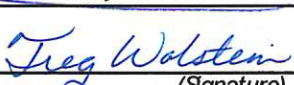
Address of Joint Venture for Receipt of Official Communication:

Address: _____

Telephone # _____ FAX # _____

(Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID BOND (PENAL SUM FORM)

Bidder Name: Helena Sand & Gravel, Inc. Address <i>(principal place of business):</i> 2209 Airport Road, Helena, MT 59601	Surety Name: Fidelity and Deposit Company of Maryland Address <i>(principal place of business):</i> 1299 Zurich Way, 5 th Floor, Schaumburg, IL 60196-1056
Owner Name: City of Helena Address <i>(principal place of business):</i> 316 North Park Avenue, Helena, MT 59623	Bid Project <i>(name and location):</i> 2024 (FY2025) Chip & Seal, Project No. TSD-124, Helena, Montana Bid Due Date: March 19, 2024
Bond Penal Sum: Ten Percent of Amount Bid Date of Bond: March 19, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Helena Sand & Gravel, Inc. <i>(Full formal name of Bidder)</i>	Surety Fidelity and Deposit Company of Maryland <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i>
Name: Pat Drynan <i>(Printed or typed)</i>	Name: Ken Frost <i>(Printed or typed)</i>
Title: Vice President	Title:  Attorney - in- Fact
Attest:  <i>(Signature)</i>	Attest:  <i>(Signature)</i>
Name: Loren R Blossom <i>(Printed or typed)</i>	Name: Treg Wolstein <i>(Printed or typed)</i>
Title: Assistant Secretary	Title: Witness,
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

NOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Ken FROST, Pat DRYNAN, Loren BLOSSOM and Josh LEIVA, all of Helena, Montana**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bid bonds issued on behalf of Helena Sand & Gravel, Inc., Helena, Montana, each in a penalty not to exceed the sum of \$1,000,000 and the execution of such bid bonds in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of January, A.D. 2024.

ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Robert D. Murray
Vice President

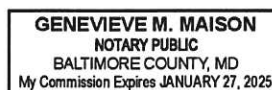
By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 16th day of **January** A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Chip Seal 2024 (FY2025)

Street	Location		From	To	Length	Width	Sq. Yds.	Bid Price/SY	Total Bid Price
Schedule A			Carter South						
Carter Drive	Rail Road Tracks - HWY 287				1,850	37	7,605	3.70	28,138.50
Billings Avenue	Carter Drive - Blaine Street				2,055	37	8,450	3.70	31,265.00
Blaine Street	Billings Avenue - End of asphalt				165	30	550	3.70	2,035.00
Blaine Street	Billings Avenue - Cul de sac				325	30	1,083	3.70	4,007.10
Blaine Street	Cul de sac						710	3.70	2,627.00
Gibbon Street	Billings Avenue - End of asphalt				130	30	435	3.70	1,609.50
Gibbon Street	Billings Avenue - HWY 287				1,065	34	4,022	3.70	14,881.40
18th Street	Billings Avenue - End of asphalt				130	36	520	3.70	1,924.00
18th Street	Billings Avenue - HWY 287				1,065	36	4,260	3.70	15,762.00
							27,635.00	3.70	102,249.50
Schedule B			Carter North						
Carter Drive	Airport Road - Rail Road Tracks				2,060	37	8,470	3.20	27,104.00
Airport Road	Carter Drive - B Street				1,865	38	7,875	3.20	25,200.00
Bozeman Avenue	Carter Drive - B Street				1,650	38	6,970	3.20	22,304.00
A Street	Airport Road - Bozeman Avenue				730	38	3,085	3.20	9,872.00
B Street	Airport Road - Bozeman Avenue				830	38	3,505	3.20	11,216.00
Bozeman Avenue	Carter Drive - Blaine Street				2,125	38	8,975	3.20	28,720.00
Blaine Street	Airport Road - End of asphalt (south)				1,055	26	3,050	3.20	9,760.00
							41,930.00	3.20	134,176.00
Schedule C			Phoenix Area						
Phoenix Avenue	N Montana Avenue - N Roberts Street				885	36	3,540	3.20	11,328.00
Phoenix Avenue	N Roberts Street - Hannaford Street				2,640	34	9,975	3.20	31,920.00
Walnut Street	N Montana Avenue - N Cooke Street				425	28	1,325	3.20	4,240.00
Walnut Street	N Cooke Street - N Sanders Street				920	28	2,865	3.20	9,168.00
Walnut Street	N Sanders Street - N Harris Street				435	28	1,355	3.20	4,336.00
Walnut Street	N Harris Street - N Oakes Street				735	28	2,285	3.20	7,312.00
Walnut Street	N Oakes Street - N Hannaford Street				760	28	2,365	3.20	7,568.00
Chestnut Street	N Montana Avenue - School dead end				570	28	1,775	3.20	5,680.00
Chestnut Street	Park Path - Dead end Cul de sac				1,345	28	4,330	3.20	13,856.00
Chestnut Street	N Oakes Street - N Lamborn Street				395	28	1,230	3.20	3,936.00
Poplar Street	N Montana Avenue - N Sanders Street				3,240	36	12,960	3.20	41,472.00
Poplar Street	N Sanders Street - dead end (East)				1,820	36	7,280	3.20	23,296.00
Aspen Street	N Montana Avenue - N Cooke Street				425	32	1,515	3.20	4,848.00
Aspen Street	N Cooke Street - N Roberts Street				425	32	1,515	3.20	4,848.00
Aspen Street	N Roberts Street - N Sanders Street				450	32	1,600	3.20	5,120.00
Aspen Street	N Sanders Street - N Harris Street				430	32	1,530	3.20	4,896.00
Aspen Street	N Harris Street - Oakes Street				700	32	2,490	3.20	7,968.00
N Cooke Street	Cedar Street - Poplar Street				650	36	2,600	3.20	8,320.00
N Cooke Street	Poplar Street - Phoenix Avenue				1,000	32	3,555	3.20	11,376.00
N Roberts Street	Cedar Street - Poplar Street				656	36	2,625	3.20	8,400.00
N Roberts Street	Walnut Street - Phoenix Avenue				350	32	1,245	3.20	3,984.00
N Roberts Street	Phoenix Avenue - Rail Road Tracks				475	36	1,900	3.20	6,080.00
Sanders Street	Cedar Street - Poplar Street				665	38	2,810	3.20	9,092.00
Sanders Street	Poplar Street - Chestnut Street				345	30	1,150	3.20	3,680.00
Sanders Street	Chestnut Street - Phoenix Avenue				640	30	2,135	3.20	6,832.00
N Harris Street	Cedar Street - Poplar Street				645	38	2,725	3.20	8,720.00
N Harris Street	Poplar Street - Chestnut Street				325	38	1,375	3.20	4,400.00
N Harris Street	Chestnut Street - Phoenix Avenue				645	38	2,725	3.20	8,720.00
N Oakes Street	Cedar Street - Poplar Street				645	30	2,150	3.20	6,880.00
N Oakes Street	Poplar Street - Phoenix Avenue				1,000	20	2,225	3.20	7,120.00
N Lamborn Street	Walnut Street - Poplar Street				645	30	2,150	3.20	6,880.00
							91,305.00	3.20	292,176.00
Schedule D			Dodge/National Area						
National Avenue	E Lyndale Avenue - Rail Road Tracks				1,260	37	5,180	3.20	16,576.00
Argyle Street	N Montana Avenue - West End				840	37	3,453	3.20	11,049.60
Dodge Avenue	Casino Lot - Argyle Street				765	37	3,145	3.20	10,064.00
							11,778.00	3.20	37,689.60
Schedule E			11th Avenue						
11th Avenue	N Cruse Avenue - N Rodney Street				1,375	30	4,585	3.20	14,672.00
11th Avenue	N Rodney Street - N Montana Avenue				2,580	32	9,175	3.20	29,360.00
							13,760.00	3.70	50,912.00
Total SYD							186,408.00		614,203.20

HELENA SAND & GRAVEL, INC.

LIST OF PRIOR PROJECTS AND REFERENCES

Year: 2021, 2022, 2023

Owner: **City of Helena**

City of Helena, City's Representative

Streets Supervision: Darrin Pearce

Phone: 1-406-457-8538

Project: City of Helena Chip Seal

Work: Chip Seal of Streets for the City of Helena

Year: 2021

Owner: **Montana Department of Transportation**

Contact Person: Harold G Woodhouse

Phone: 1-406-444-6399

Project: **MDT – Rogers Pass-Northeast, Great Falls Division**

Work: Chip Seal, Crack seal, & Striping

Contract Amount: \$567,796.00

Year: 2020 Owner: **City of Helena**

City of Helena, City's Representative

Streets Supervision: Darrin Pearce

Phone: 1-406-457-8538

Project: City of Helena Chip Seal

Work: Chip Seal of Streets for the City of Helena

Year: 2019 Owner: **City of Helena**

Project Engineer: City of Helena – Ryan Leland

Phone: 1-406-447-8428

Project: City of Helena Chip Seal

Work: Chip Seal of Streets for the City of Helena

Year: 2019

Owner: **Lewis and Clark County**

Project Engineer: Lewis and Clark County – Jesse Whitford

Phone: 1-406-447-8037

Project: 2019 FLAP Resurfacing – Chip Seal Project

Work: Chip Seal of Roads within Lewis and Clark County

Year: 2018

Owner: **City of Helena**

Project Engineer: City of Helena – Ryan Leland

Phone: 1-406-447-8428

Project: City of Helena Chip Seal

Work: Chip Seal of Streets for the City of Helena

City of Helena, Montana

(Memo Creation Date)

12/28/23

To:

Mayor Collins and the Helena City Commission

From:

Tim Burton, City Manager
Jon Campbell, Fire Chief

Subject:

Consider renewal of West Side Fire Service Area Contract.

Present Situation:

The West Side Fire Service Area Contract (WSFSA) has expired. City and County staff have met to draft a new contract for City and County Commission consideration.

Background Information:

The previous WSFSA Contract ran from 2013 – 2018. Since 2018 the County has continued to pay using calculation contained in Resolution 2001-86, and the City has continued to provide services despite no formal contract being in place.

Proposal/Objective:

Staff recommends approval for the renewal of the West Side Fire Service Area Contract.

Advantage:

Should the City and County Commissions approve the new WSFSA contract, each party will have a formalized and current contract for this partnership.

Notable Energy Impact:

n/a

Disadvantage:

None

Notice of Public Hearing:

False

**Staff Recommendation/
Recommended Motion:**

Staff recommends approval to renew the WSFSA contract. Move to approve renewal of the West Side Fire Service Area Contract.

Attach:

- 1) Novus Memo
- 2) Draft WSFSA Contract
- 3) Resolution 2001-86
- 4) WestSideFSA.pdf (Map of the WSFSA)

WESTSIDE FIRE SERVICE AREA FIRE PROTECTION AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF HELENA, MONTANA**, hereinafter referred to as "City," and **LEWIS AND CLARK COUNTY, MONTANA**, hereinafter referred to as "County," on behalf of the Westside Fire Service Area (WFSA).

WHEREAS, the County has requested that the City provide fire suppression, investigation, and medical emergency first responder services within the WFSA at as near as possible a level as such services are provided to properties within the corporate limits of the City, and upon the terms and conditions hereinafter provided; and

WHEREAS, the WFSA is a legally created Fire Service Area in accordance with § 7-33-2401 and § 7-33-2404, Montana Code Annotated; and

WHEREAS, the WFSA would like to obtain the fire services stated above and enter into a agreement with the City for such services; and

WHEREAS, the Board of County Commissioners of Lewis and Clark County has elected to govern and manage the affairs of the WFSA pursuant to § 7-33-2403, Montana Code Annotated; and

WHEREAS, the Board of County Commissioners retains the right to transfer the management of the WFSA to a Board of Trustees in accordance with § 7-33-2403, Montana Code Annotated, and, if such a transfer occurs, written notice thereof shall be provided to the City thirty (30) days prior to the effective date of the transfer.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

SERVICES: The City will furnish the following services to properties and residents within the WFSA at the same level as such services are provided to properties and residents within the corporate limits of the City:

1. Fire protection and suppression;
2. Fire inspection upon request by the County Fire Warden, Sheriff, and/or the property owner;
3. Fire investigations; and
4. Medical emergency first responder services.

5. The City's Open Burning Ordinance does not apply to the WFSA. Property owners within the WFSA fall under County burning regulations.

SERVICE AREA: Fire services will be provided to all properties located within the boundaries of the WFSA as specified in the resolution of the Lewis & Clark County Commission creating said WFSA, and as amended from time to time by agreement of the parties. Any enlargement of the WFSA will not receive fire services unless the enlargement is approved in writing by the City. Other than by annexation, no property shall be deleted from the service area without the written consent of both parties.

ANNEXATIONS: In the event the City annexes any property located within the WFSA, said property will automatically be excluded from the WFSA effective January 1 of the year following the year in which annexation occurred. Pursuant to this section, any properties within the WFSA which are annexed into the City will continue to be responsible for payments of charges to the WFSA attributable to the full year during which the annexation occurred. On January 1 of the year following the date of annexation, said property will be subject to City property taxes and will no longer be required to pay charges for services provided through the WFSA.

TERM: This agreement shall commence on July 1, 2024, and terminate on June 30, 2030. It may be renewed by the parties thereafter as they may mutually agree in writing. This agreement may be canceled by either party upon thirty (30) days' written notice given to the other party by certified mail or personal service at the addresses shown below; provided, however, that no cancellation of this agreement by the County will obligate the City to refund any portion of the fee paid hereunder which may have been previously paid by the County to the City. For purposes of the notice requirements of this agreement, any notice will be deemed sufficient if it is deposited in the United States mail, postage prepaid, addressed as follows:

CITY MANAGER

**City-County Building
316 North Park Avenue Helena, MT 59623**

LEWIS & CLARK COUNTY COMMISSION

**City-County Building
316 North Park Avenue Helena, MT 59623**

CHARGES AND PAYMENT: The fee for providing services hereunder shall be the amount collected by the County from the Westside Fire Service Area for each fiscal year. Assessments per structure in the Fire Service Area are addressed in County Resolution 2001-86 and are based on the taxable value per structure. This fee will be paid in no less than two (2) installments each year during the term of this agreement, with a payment being due on or before December 31st and a subsequent payment by June 30th. The County will remit the existing cash balance of the fund with each payment.

INDEPENDENT CONTRACTOR: For purposes of this agreement, the City shall be regarded as an independent contractor providing the fire services described herein to the WFSA. All decisions as to the type and amount of equipment used, the number of personnel, the firefighting techniques employed, and whether to respond to a particular call shall be made by the City Fire Chief or his designee. The WFSA and the County will not exercise any supervision, control, or discretion over the City's Fire Department pursuant to this agreement.

STANDARD OF PERFORMANCE: It is understood by the parties hereto that a fire may not be as easily suppressed in the WFSA as in the City limits due to the infrastructure limitations that exist. The County understands that the primary obligation of the City is to provide fire protection within its corporate limits. Therefore, the County agrees that should the City be unable to provide firefighters and apparatus due to the commitment of the Fire Department to emergencies within the corporate limits of the City, it will not require the City to answer any call it may have and will not make any claim against the City for the failure of the City to answer a fire call in such circumstances. In the event of the passage of any laws, either by

the State Legislature or by the people through the initiative process, which would require the City to make significant reductions or additions in Fire Department staffing, equipment, stations, or other facilities from current levels, then this agreement shall be re-negotiated. In the event the parties cannot reach a new agreement, this agreement shall be terminated.

MODIFICATION: This agreement may not be modified or amended unless reduced to writing and executed by all parties.

By: _____
Tim Burton, City Manager

_____ Date

ATTEST:

By: _____
Clerk of the Commission

_____ Date

APPROVED AS TO FORM:

By: _____
Rebecca Dockter, City Attorney

_____ Date

LEWIS AND CLARK COUNTY COMMISSION

By: _____
Andy Hunthausen, Chair of the Board of Commissioners Date _____

ATTEST:

By: _____
Clerk of the Board of Commissioners Date _____

RESOLUTION 2001 - 86

**A RESOLUTION LEVYING AND ASSESSING A FEE UPON ALL BENEFITED
PROPERTY WITHIN THE WESTSIDE FIRE SERVICE AREA**

WHEREAS, the Board of County Commissioners properly created and established the Westside Fire Service Area, through Resolution 1990-86; and

WHEREAS, Section 7-33-2404, MCA, provides that the Board of County Commissioners shall by resolution establish a schedule of rates to be charged owners of structures that are benefited by the services offered by the fire service area; and

WHEREAS, Resolution 1990-86 provides a mechanism for assessing benefited properties based upon the benefits received; and

WHEREAS, revenues currently generated by the fire service area will not meet the anticipated expenses of the upcoming fiscal year and a rate increase is necessary; and


WHEREAS, the property owners of lots within the Westside Fire Service Area were notified of the increase pursuant to Section 7-1-2121 and 7-1-2122, MCA; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lewis and Clark County, that all owners of structures with an assessed value of \$50.00 or more will be assessed for fire protection services. The assessment shall be based upon a schedule of fees based upon the assessed valuation of each assessable property and is set forth in Exhibit "A", attached hereto.


BE IT FURTHER RESOLVED that the assessment amount contained on attached Exhibit "A" shall be made in two equal payments by the day and month specified on the annual tax notice. Payments made after the specified dates shall be delinquent.

DATED this 31st day of July, 2001.

BOARD OF COUNTY COMMISSIONERS
LEWIS AND CLARK COUNTY


Karolin J. Loendorf, Chair

ATTEST:


Paulette J. DeHart, Clerk of Board

File: 2719 WsideRateResol



Lewis & Clark County

COUNTY

3004407

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EXHIBIT "A"

TOTAL TAXABLE VALUE	OLD FIRE SERVICE FEE	NEW FIRE SERVICE FEE
\$0 TO \$49	\$0.00	\$0.00
\$50 TO \$999	\$74.00	\$92.50
\$1,000 TO \$1,999	\$84.00	\$105.00
\$2,000 TO \$2,999	\$100.00	\$125.00
\$3,000 TO \$3,999	\$126.00	\$157.50
\$4,000 TO \$4,999	\$152.00	\$190.00
\$5,000 TO \$5,999	\$179.00	\$223.75
\$6,000 TO \$6,999	\$205.00	\$256.25
\$7,000 TO \$7,999	\$231.00	\$288.75
\$8,000 TO \$9,999	\$284.00	\$355.00
\$10,000 TO \$11,999	\$336.00	\$420.00
\$12,000 TO \$13,999	\$389.00	\$486.25
\$14,000 TO \$15,999	\$441.00	\$551.25
\$16,000 TO \$17,999	\$494.00	\$617.50
\$18,000 TO \$19,999	\$546.00	\$682.50
\$20,000 TO \$24,999	\$651.00	\$813.75
\$25,000 TO \$29,999	\$756.00	\$945.00
\$30,000 TO \$34,999	\$861.00	\$1,076.25
\$35,000 TO \$39,999	\$966.00	\$1,207.50
\$40,000 TO \$44,999	\$1,071.00	\$1,338.75

After \$44,999 in taxable value, add \$110 for every \$5,000 increase in taxable valuation.

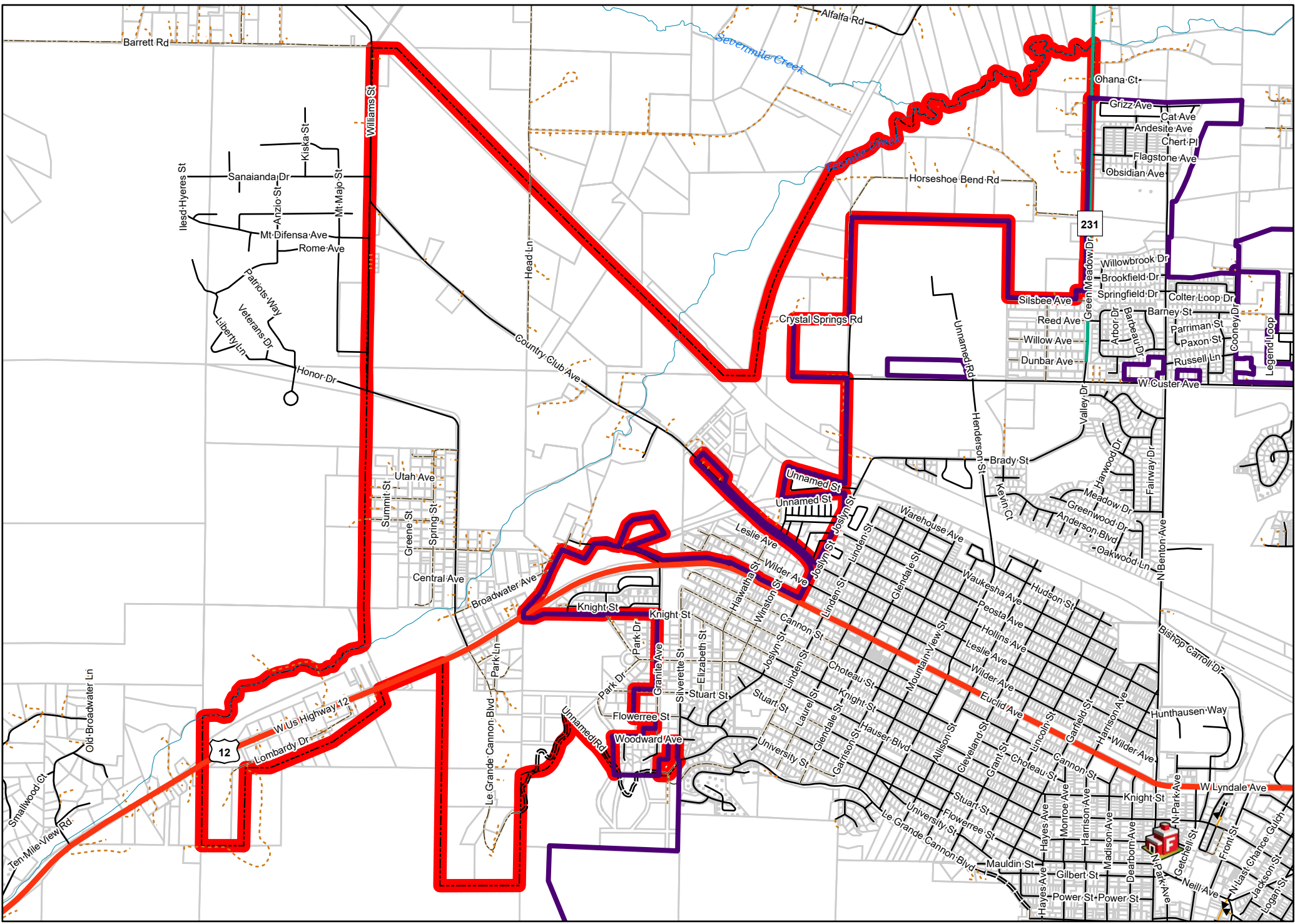


Lewis & Clark County

COUNTY

3004407

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Westside Fire Service Area



City of Helena, Montana

03/25/2024

To: Mayor Collins and the Helena City Commission

From: Tim Burton, City Manager
Renee McMahon, Human Resources Director

Subject: Consider Personnel Policies

Present Situation: Personnel policies are very important since they make clear what the expectations are of the City of Helena employees and operations. While personnel policies are continually evaluated and modifications will continually be brought to the Commission for approval, Human Resources has identified the policies brought forward at this time for priority consideration.

Background Information: The personnel policies brought forward at this time serve to clarify confusing or missing policy language, bring policies into state and federal employment law compliance, provide flexibility to best meet departmental operations, and to comport with the HR modules of the new ERP software system.

Proposal/Objective: The objectives for the proposed policies are listed below:

3-2: Sick Leave: The revised language clarifies that employees may use their earned, accrued sick leave to attend a funeral.

4-1: Scheduling Hours of Work: Clarifies break provisions and defines the work week for time keeping purposes.

4-2: Overtime/Compensatory Time: Clarifies exempt v. non-exempt employees' processes and expectations when working more than 40 hours per week to include overtime pay and comp time off. Comports policy to the new ERP system.

4-3: Holiday Worked: Clarifies pay provisions for exempt and non-exempt employees who work on an observed holiday. The policy clarifies the distinction between when a non-exempt employee requests/volunteers to work an observed holiday v. when they are required to work an observed holiday.

4-4: Time Reporting/Pay Periods: Clarifies the proper timekeeping, reporting, and processing of paid time. Comports to the new ERP system.

4-5: Relationship of Personnel Policies to the Fair Labor Standards Act: Reflects language of state and federal Fair Labor Standards Act provisions.

4-6: Exempt Employee Leave and Pay Deductions: This is a new policy to define the permissible deductions to exempt employee pay. This policy reflects state and federal wage and hour laws.

7-1: Performance Evaluations: Allows for annual performance evaluations to be conducted on a timeline that best meets departmental operational needs.

Advantage:

The revisions to these policies serve to clarify confusing or missing policy language, bring policies into state and federal employment law compliance, provide flexibility to best meet departmental operations, and to comport with the HR modules of the new ERP software system.

Notable Energy Impact:

N/A

Disadvantage:

Some training and communication will need to occur for city staff to understand and implement new policy provisions.

Quasi-Judicial Item:

False


Notice of Public Hearing:

False

**Staff Recommendation/
Recommended Motion:**

Move to approve the following personnel policies as proposed:

Sick Leave
Scheduling Hours of Work
Overtime/Compensatory Time
Holiday Worked
Time Reporting/Pay Periods
Relationship of Personnel Policies to the Fair Labor Standards Act
Exempt Employee Leave and Pay Deductions
Performance Evaluations

	City of Helena Personnel Policy	Policy number	3-2
		Original Adoption	02-09-1987
		Revision #	11
		Last revision date	
Section Title	Employee Leave Administration		
Subject	Sick Leave		

Eligible Employees

- Regular Full-Time
- Regular Part-Time (hours earned pro-rated)
- Temporary Full-Time
- Temporary Part-Time (hours earned pro-rated)

Hours of work for above employees must be pre-scheduled to be eligible to earn sick leave credits.

Calculation of Sick Leave Credits

Full-time employees working 2080 or more hours per year earn a maximum of 96 hours of sick leave per year. This is credited at four (4) hours the first two pay periods of each month. Credits are pro-rated for part-time and seasonal employees every pay day based on the number of hours paid during that pay period.

These sick leave credits may not be used until the start of the next bi-weekly pay period. There is no restriction as to the number of hours of sick leave credits that may be accumulated, nor to the number of accrued sick leave credits that may be used for a bona fide employee illness or disability, provided that the qualifying period has been completed.

Employees on "non-pay" status will not earn leave credits (See Policy 3-5)

Qualifying Work Period

Sick leave credits accrue from the first day of employment in a position that has pre-scheduled hours of work.

An employee must be continuously employed for the qualifying period of 90 calendar days to use sick leave.

Unless there is a break in service of 40 consecutive hours or more, an employee only serves the qualifying period once. After a break in service an employee must again complete the qualifying period to use sick leave.

"Break in service" is defined as a period 40 hours or more when the employee is not employed by the City of Helena.

Effect of Extended Leave of Absence on Qualifying Work Period

When an employee who has not worked the qualifying period for use of sick leave takes an approved continuous leave of absence without pay exceeding 120 hours, the amount of time on leave of absence will not count toward completion of the qualifying period. The approved leave of absence exceeding 120 hours is not a break in service and the employee will not lose any accrued sick leave credits or lose credit for time earned toward the qualifying period. An approved continuous leave of absence without pay of 120 hours or less will be counted as time earned toward the 90day qualifying work period.

Sick Leave Requests

It is City policy for employees to report illnesses to supervisors or other department officials at the earliest possible moment. Employees who do not report to work and fail to notify their supervisor will be considered AWOL (Absence Without Leave) and may not be paid for the time off.

The employee's immediate supervisor or department head is responsible for approval of non-FMLA leave use and may require a medical release for leave charged against any sick leave credits. The Human Resource Office is responsible for approval or denial of sick leave usage when related to FMLA. The employee must notify Human Resources 30 days in advance, or as soon as known if less than 30 days, of any foreseeable medical absence. The employee's immediate supervisor or department head must notify Human Resources if unforeseeable leave will extend past 24 working hours or three (3) work days, whichever is less. Leave that may qualify under the Family Medical Leave Act (see Policy 3-7) will be approved and administered by the Human Resources office. Non-adherence to FMLA employee responsibilities may disqualify employees' use of sick leave during part or all of the absence. The Human Resource Office will adjust the employee's time coding from sick leave to another leave type if deemed unqualified by HR.

Medical certification may also be required to certify that the illness of a family member requires the immediate attention of the employee.

Medical certification of maternity-related sick leave must be obtained in the same manner and under the same conditions as certification for other sick leave.

Conditions for Use of Sick Leave

An employee may use sick leave credits for:

- A. Illness: Illness that occurs during an employee's vacation or when using banked holiday hours (not applicable in all areas) may be charged to sick leave with verification when requested;
- B. Non-work related injury;
- C. medical disability;
- D. maternity-related disability, including prenatal care, birth, miscarriage, abortion, or other medical care for either employee or child;
- E. quarantine resulting from exposure to contagious disease;
- F. medical, dental or eye examination or treatment;
- G. necessary care of or attendance to an immediate family member, or at the department's discretion, another relative, for the above reasons until other attendance can reasonably be obtained;
- H. death or funeral attendance as defined below; and/or
- I. parental leave as defined below.

Death of Family Member

An eligible employee may use up to 40 hours of their earned, accrued sick leave credits to attend the funeral of an immediate family member, or at the department's discretion, for another person.

Parental Leave: Regular Employees who have Successfully Completed Probationary Period

The City of Helena provides a maximum of 160 hours, or four weeks, of Paid Parental Leave (PPL) for eligible employees. Eligible employees are regular full-time and part-time employees who have been employed for at least 12 consecutive months and who have successfully completed their probationary period. Parental leave is defined as "leave to allow parents time to bond with and care for a newborn child or a child adopted or taken in for foster care." See Policy 3-10, Paid Parental Leave for specific details.

If an employee requests to use sick leave after the 160 hours of PPL has been exhausted, medical certification of necessity must be provided.

Additional time, beyond the initial 160 hours of PPL, may be requested in the form of vacation, compensatory time or leave without pay as noted in Policy 3-7, Family and Medical Leave.

Parental Leave: Probationary and Temporary Employees

Probationary employees and temporary employees who do not qualify for PPL but have worked the qualifying work period to use sick leave, may use up to 120 hours of sick leave immediately following the birth or placement of a child if:

- the employee is adopting a child; or
- the employee is a birth father.

As used in this section, "placement" means placement for adoption as defined in §33-22-130 (3), MCA.

If an employee requests additional sick leave beyond the 120 hours, medical certification of necessity must be provided.

Without medical certification, additional time, beyond the initial 120 hours, may be requested in the form of vacation, compensatory time or leave without pay as noted in Policy 3-7.

Probationary and temporary employees are not eligible for Paid Parental Leave (PPL).

Maternity Leave: Regular Employees who have Successfully Completed Probationary Period

An employee may request sick leave for a pregnancy-related disability that occurs before the birth of a child. Leave must be requested and approved or disapproved consistent with Policy: 3-1 and 3-2.

Six (6) calendar weeks after the birth of a child shall be considered a reasonable period of recovery from a temporary disability resulting from childbirth.

The City of Helena provides a maximum of 160 hours, or four weeks, of Paid Parental Leave (PPL) for eligible employees that can be utilized for maternity leave. Eligible employees are regular full-time and part-time employees who have been employed for at least 12 consecutive months and who have successfully completed their probationary period. See Policy 3-10, Paid Parental Leave for specific details.

An employee shall not be required to obtain medical certification of a temporary disability for the initial six (6) calendar weeks of leave following the birth of a child. Eligible employees missing work due to childbirth may utilize two weeks of sick leave in addition to the 160 hours, or four weeks granted them as PPL. PPL and sick leave combined may equal six (6) calendar weeks.

If the employee requests sick leave due to disability which exceeds six (6) calendar weeks, the employee shall obtain medical certification that the additional leave is medically necessary.

It is City policy to allow employees to be absent from work for up to 12 "work weeks" for maternity reasons including adoption. The 12 "work weeks" will include the initial six (6) calendar weeks directly related to recovery from childbirth, or the initial 15 days allowed for adoption, as noted in Policy 3-7.

An employee may request the use of annual leave, leave without pay, compensatory or other appropriate paid leave for purposes such as adoption or childcare. Leave shall be requested by the employee and approved by the department consistent with City policy as outlined in Policy 3-1, 3-2, 3-4 and 3-7.

Maternity Leave: Probationary and Temporary Employees

Probationary employees and temporary employees who have worked the qualifying work period to use sick leave may request sick leave for a pregnancy-related disability that occurs before the birth of a child. Leave must be requested and approved or disapproved consistent with Policy: 3-1, 3-2 and 3-7.

Six (6) calendar weeks after the birth of a child shall be considered a reasonable period of recovery from a temporary disability resulting from childbirth.

An employee shall not be required to obtain medical certification of a temporary disability for the initial six (6) calendar weeks of sick leave following the birth of a child. If the employee requests sick leave due to disability which exceeds six (6) calendar weeks, the employee shall obtain medical certification that the additional leave is medically necessary.

An employee may request the use of annual leave, leave without pay, compensatory or other appropriate paid leave for purposes such as adoption or childcare. Leave shall be requested by the employee and approved by the department consistent with City policy as outlined in Policy 3-1, 3-2, 3-4 and 3-7.

Probationary and temporary employees are not eligible for Paid Parental Leave (PPL)

Expending Accrued Sick Leave Credits

Sick leave credits will be expended on an "hour for hour" basis in no less than quarter (1/4) hour increments. Employees on shifts longer or shorter than eight (8) hours will be charged for the actual number of work hours taken off.

Abuse of Sick Leave

Misrepresentation of the actual reason for charging an absence to sick leave is cause for dismissal and forfeiture of the lump-sum payment.

Chronic, persistent, or patterned use of sick leave may be subject to progressive discipline. An employee disciplined for abuse of sick leave is not eligible to apply for donated sick leave for a period of one (1) year after the discipline is imposed. This includes documented verbal and written warnings.

Absences improperly charged to sick leave may, at the City's discretion, be charged to available compensatory time or leave without pay. Annual leave may be used at the mutual agreement of the employee and the supervisor.


Lump-Sum Payment Upon Termination or Discharge

Except those participating in a qualifying VEBA plan, when an employee terminates or is discharged from employment, the employee is entitled to cash compensation for unused sick leave credits equal to one-fourth of the compensation the employee would have received if the employee had used the credit, provided the employee has worked the qualifying period.

The value of unused sick leave is computed based on the employee's salary at the time of termination.

According to §2-18-618(6), MCA, "accrual of sick leave credits for calculating the lump-sum payment begins July 2, 1971."

Employees discharged for reasons including the abuse of sick leave forfeit the right to lump-sum payment for any sick leave balance.

	City of Helena Personnel Policy	Policy number	4-1
		Original Adoption	02-09-1987
		Revision #	6
		Last revision date	
Section Title	Hours of Work		
Subject	Scheduling Hours of Work		

This section establishes guidelines for supervisors in scheduling the times employees are to be at their jobs in order to meet the needs of the City and to assure compliance with the Fair Labor Standards Act and applicable state laws and regulations.

Collective bargaining agreement provisions supersede this policy, where applicable.

Each supervisor will establish the hours of work in a day and days of work in a week for each employee under his/her supervision subject to direction and change by the department head and City Manager.

A Day's Work

The normal workday for most City employees is eight hours with an unpaid lunch period of one-half hour to one hour. It is necessary for some departments to have 24-hour coverage in the unit making it necessary to schedule longer shifts. Such "scheduled" shifts shall not total more than 40 hours in a workweek.


Breaks

Generally, employees will be allowed a fifteen (15) minute paid rest break approximately mid-way between their starting time and their lunch period and another fifteen (15) minute paid rest break approximately mid-way between their lunch period and the end of their shift. These break times are a general guideline, dependent on operational needs, and are not a guarantee of a specific number of daily breaks. Breaks may not be combined or used to make up for being late, leaving the workplace early or extending lunch periods.

- Breaks taking longer than 15 minutes may require the use of annual leave or compensatory time.
- Break times may be adjusted by supervisors to accommodate operations.

The Workweek

A normal workweek shall consist of no more than forty (40) working hours in a seven (7)-day period. The workweek is defined as Sunday midnight through Saturday 11:59 p.m.

	City of Helena Personnel Policy	Policy number	4-2
		Original Adoption	02-09-1987
		Revision #	11
		Last revision date	
Section Title	Hours of Work		
Subject	Overtime/Compensatory Time		

FLSA Non-exempt Employees

Employees considered "non-exempt" by FLSA (The Fair Labor Standards Act) must be paid or compensate with time off at 1-1/2 times their "base rate" for hours worked in excess of 40 hours in any workweek. Non-worked hours paid for vacation, sick leave or compensatory time will not be counted as hours worked for FLSA overtime calculations.

- All overtime must be pre-approved by the supervisor. Employees may be disciplined if overtime is worked without prior authorization. If a supervisor becomes aware that an employee is voluntarily working overtime without authorization, the employee must be paid for overtime already worked but the supervisor has two options: 1) direct the employee to stop voluntarily working the overtime or 2) authorize the overtime. An employee may not "donate" time to the City to compensate for overtime worked that was not previously authorized.
- When submitting overtime in the time keeping system, an employee must request whether they desire compensatory time instead of overtime pay. Compensatory time in lieu of overtime pay is subject to supervisor approval. Employees will be notified when time is approved of which method will be used.
- All records of compensatory time worked and overtime worked by non-exempt employees must be indicated in the time keeping system for the period the hours were worked.
- Compensatory time may be accrued. Non-exempt employees may accumulate up to 80 hours of compensatory time unless an exemption is granted by the City Manager.
- Compensatory time and overtime shall be earned, recorded and used in no less than quarter (.25) hour increments.
- Compensatory time may be taken at the request of employees within a reasonable period after the request is received if the use does not disrupt the operation of the unit. Where the interest of the City requires the employee's attendance, the City's interest overrides the employee's interest to take compensatory time off. The City may require an employee to take accrued compensatory time off during any workweek.
- Accrued non-exempt compensatory time will only be paid out (1) at the time the employee terminates or is discharged from employment; (2) as specified in the employee's Collective Bargaining Agreement; (3) for any overtime hours that exceed the maximum-allowed compensation time accumulation (80 hours) ; and (4) on a promotion from a non-exempt to exempt position. The City may, at any time, and at its option, cancel or "cash-out" accrued compensatory time by paying the employee cash compensation for unused compensatory time or by requiring the employee to take the time off.

FLSA Exempt Employees


It is the policy of the City of Helena to allow its employees who are exempt from the Federal Fair Labor Standards Act of 1938 (FLSA, Title 29 USCA, Chap. 8, Sec. 201-219, as amended) to accrue and use leave, to include exempt compensatory time in compliance with this policy. State and Federal laws do not require the City to make the accrual or use of compensatory time available to exempt employees. Exempt compensatory time is not intended to provide any compensation in addition to the salaries established. Rather, it is a means of providing greater flexibility in scheduling time for exempt, salaried employees.

Exempt employees are exempt from overtime and minimum wage provisions of the Fair Labor Standard Act and are paid on a salary basis. 29 C.F.R. Part 541. In general, exempt employees exercise discretion and independent judgment in matters of significance to perform their work and have authority to make independent choices, free from immediate direction and supervision. Due to the nature of the work, an exempt employee may work more than 40 hours in a workweek.

- Exempt employees may accrue compensatory time.
 - A maximum of eighty (80) hours of exempt compensatory time may be accumulated. An employee is prohibited from accumulating exempt compensatory time until the employee's balance, during any given pay period, is reduced below eighty (80) hours, however the employee must report all hours worked for record keeping purposes.
 - Accrued exempt compensatory time may be taken off by the employee at a mutually agreeable later date during the employee's regular working hours, if the use of the compensatory time does not unduly disrupt the operations of the City and/or department. Where the interest of the City requires the employee's attendance, the City's interest overrides the employee's interest to take exempt compensatory time off. The City may require an exempt employee to take accrued exempt compensatory time off during any workweek.
 - Compensatory time shall be earned, recorded and used in no less than quarter (.25) hour increments.
- There shall be no lump sum cash compensation for accrued exempt compensatory time at the time of termination or discharge.

Collective Bargaining Agreements

All overtime provisions addressed in Collective Bargaining Agreements apply.

	City of Helena Personnel Policy	Policy number	4-3
		Original Adoption	02-09-1987
		Revision #	-87
		Last revision date	
Section Title	Hours of Work		
Subject	Holiday Worked		

A Holiday is defined as being any 8-hour period of scheduled work time identified by state or federal law, defined in Policy 3-4: Holidays and Holiday Pay.

Exempt Employees

An exempt employee who works on a day a holiday is observed, whether voluntarily or required, is entitled to the same number of hours worked with pay either on the scheduled work during the same pay period or as soon as possible in following pay periods that were worked on the holiday. All holiday hours must be used by the end of the calendar year in which they were worked unless otherwise stated in a collective bargaining agreement.

Non-Exempt Employees

- **Request to Work on a Holiday**

There may be occasion when a non-exempt employee requests to work on a day a holiday is observed. Non-exempt employees who request to work on a holiday, may be allowed to work a holiday and receive another day off with pay, provided the following requirements are met: 1) they receive prior approval from their supervisor, 2) suitable, productive work is identified to be performed on the holiday, and 3) the replacement day off is taken within the same pay period or as soon as possible in following pay periods that were worked on the holiday. All holiday hours must be used by the end of the fiscal year in which they were worked unless otherwise stated in a collective bargaining agreement.

- **Required to Work on a Holiday**


When an eligible non-exempt employee (see Policy 3-4) is required by management to work on a holiday or the day a holiday is observed, they shall be paid according to one of the two options outlined below at management's discretion.

- Receive the base rate for all hours worked on the holiday and bank the holiday benefit hours worked (up to the maximum of eight) to be usable at a later date; or
- Receive one- and one-half times the base rate for the hours worked on the holiday and receive holiday benefit hours paid at the base rate.

Scheduled Holidays for Employees on Shifts Longer Than 8 Hours

For those employees who are on a shift longer than eight hours, holiday time will only be paid for eight hours. The hours over eight are accounted for by either working or taking vacation or compensatory leave.

An employee will be allowed to take a holiday on another day if the holiday falls on an employee's regular day off.

	City of Helena Personnel Policy	Policy number	4-4
		Original Adoption	02-09-1987
		Revision #	8
		Last revision date	July 2024
Section Title	Hours of Work		
Subject	Time Reporting/Pay Periods		

All employees are paid every two weeks for a total of 26 payments in a year.

Payments are made every other Friday for the preceding two weeks of employment.


Employees leaving the service of the city for any reason shall receive their final pay on the next regularly scheduled pay date following their separation from employment or 15 calendar days from the date of separation, whichever occurs first.

Time Reporting Procedures

- Time reporting procedures are administered by Payroll.
- Employees are responsible for completing their time report and submitting it to their supervisors at the end of the pay period. Employees are required to accurately report their time prior to submission. If an employee fails to submit a time report by the scheduled deadline for processing, the employee will not receive payment until the pay period following proper submission. See §39-3-204 (3), MCA.
- Supervisors are responsible for certifying that each employee's time report is correct using the established review and approval process.
- Time reports must be submitted by the department to Payroll no later than 10:00 a.m. of the Monday following the last day of the pay period. Time reports may be due in Payroll earlier because of holidays or other special circumstances. Time report corrections and adjustments must be communicated to Payroll no later than 5:00 p.m. of the Monday following the last day of the pay period.
- All leave requests, overtime and compensatory time records and any other special information relating to the time reporting period shall be maintained in the department.
- Any changes to the time report forms must be reviewed and resubmitted by both the supervisor and the employee.

Corrected/Reissued Payroll Checks

- If an employee requests a corrected/reissued payroll check for any reason, each instance will be evaluated at the time, considering the amount of the error, effect on the employee, and/or the time needed to correct the error and issue a new check.
- In all instances, corrections will be made by the following pay period or in the next pay period as soon as possible after becoming aware of the correction.


	City of Helena Personnel Policy	Policy number	4-5
		Original Adoption	02-09-1987
		Revision #	5
		Last revision date	
Section Title	Hours of Work		
Subject	Relationship of Personnel Policies to the Fair Labor Standards Act		

All employees are considered "non-exempt" under the Fair Labor Standards Act unless they are "exempt or non-covered" as determined by the Human Resource Office.

Not all employees of state and local governments are affected by the Fair Labor Standards Act (FLSA). Certain employees simply are not covered by the Act (i.e., non-covered employees). Other employees, while covered by the FLSA, are exempted by specific provisions of the Act (i.e., exempt employees). "Exempt or non-covered employees" are exempt from minimum wage and overtime pay provisions, must be paid on a salary basis, and perform duties that are executive, administrative, computer-related, or professional as defined by the FLSA. The Human Resources Office conducts an analysis of each position's primary duties and responsibilities to determine whether the position qualifies for exempt status as defined in the applicable FLSA tests, 29 C.F.R. Part 541.

Non-covered employees include elected officials and their personal staffs, policy-making appointees, legal advisors, legislative employees, bona fide volunteers, independent contractors, prisoners, and certain trainees.

Any questions regarding the FLSA status of a position should be referred to the Human Resources Office.

	City of Helena Personnel Policy	Policy number	4-6
		Original Adoption	January 2024
		Revision #	1
		Last revision date	
Section Title	Hours of Work		
Subject	Exempt Employee Leave and Pay Deductions		


The City of Helena is committed to paying employees what they are entitled to be paid in accordance with state and federal law. This policy established the criteria governing how deductions may be made from the salary of an employee in a position identified as exempt from the Fair Labor Standards Act and Montana's wage and hour laws.

For any workweek that an exempt employee works less than forty (40) hours, the employee must record vacation, sick, compensatory time or any other paid leave for supervisory approval in the time keeping system.

Subject to permissible deductions provided below, an exempt employee must receive the full salary for any week in which the employee performs any work without regard to the number of days or hours worked.

- Deductions from pay are permissible when an employee in an exempt position.
Reference [Title 29, CFR, Chapter V, Part 541.602](#).
 - starts or ends employment with the City of Helena on a day in the middle of the workweek.
 - takes unpaid leave under the Family and Medical Leave Act (FMLA).
 - is absent from work for one or more full days for illness, disability, or personal reasons other than sickness or disability.
 - is absent from work for illness or disability if the deduction is made in accordance with the sick leave policy or Montana workers' compensation law.
 - has penalties imposed for infractions of safety rules of major significance; or
 - receives an unpaid disciplinary suspension of one or more full days imposed in good faith for workplace conduct infractions.
 - Deductions from the pay of an employee for absences resulting from a budget-required furlough disqualify the employee from being paid on a salary basis only in the workweek when the furlough occurs, and which the employee's pay is accordingly reduced.

Employees that desire to contest the deduction of pay may file a grievance in accordance with City of Helena Policies as described in the Grievance section.

	City of Helena Personnel Policy	Policy number	7-1
		Original Adoption	02-09-1987
		Revision #	10
		Last revision date	
Section Title	Employee Development		
Subject	Performance Evaluations		

Except for elected officials, performance evaluations will be conducted on every full-time and part-time employee in a regular position. The purpose of the evaluation is to maintain and encourage improved performance, to recognize outstanding performance, and ensure the employee meets the performance requirements of their position. Performance evaluations shall be considered in disciplinary actions, as applicable.

Performance Evaluation Rating Criteria

Performance evaluations should be based on job descriptions and specific established goals and timetables. Rating criteria are included in all performance evaluation templates. The number and specific criteria in an evaluation may vary by the type of job.

Supervisors should review items that employees will be evaluated on with new employees when they begin working for the City as part of the onboarding process.

Evaluation Process

A. Evaluation Period:

Typically, the City of Helena's performance evaluation period is from the date of hire through each succeeding anniversary date. The evaluation period will change based on an employee's promotion, transfer or demotion into a new position or departmental needs such as changes in an employee's shift and supervisor.

Employees must receive evaluations at a minimum of every 12 months. However, performance evaluations must be completed as often as deemed necessary in order to meet the departmental objective of providing ongoing feedback regarding an employee's performance.

B. Evaluation Period for Employees:

1. six months from date of hire, promotion, transfer or demotion and
2. one year from date of hire, promotion, transfer or demotion, then
3. annually every anniversary date thereafter, or
4. timetables as departmental policies and procedures dictate.

C. Evaluation Procedures:

1. Inform the employees of the duties and responsibilities to be assessed along with measurable goals and specific timelines for goal achievement.
2. Written comments are required to be included in the evaluation form to explain all ratings given. Supervisors are encouraged to attach statements to the evaluation form if there is not enough space on the form for appropriate comments.
3. A minimum of two development goals are strongly encouraged for all evaluations regardless of the employee's ratings. All ratings given, that are less than "Meets Expectations," require a development goal.
4. Sign the evaluation and email to the next reviewer, department head, and finally, Human Resources for review and approval prior to the evaluation being given to the

employee.

5. To approve the evaluation, the next reviewer, department head, and Human Resources will review, add additional comments if necessary, and sign the evaluation.
6. The evaluation will be returned to the supervisor after all required approvals have been completed. The supervisor will then meet with the employee to deliver the evaluation.
7. Provide employees with the opportunity to review ratings and supporting comments.
8. Advise employees of the right to submit a written response to be attached to the evaluation form.
9. Make a copy of the written evaluation and any comments available to the employee.
10. Send original signed evaluation form along with any employee comments to the Human Resources Office for filing in the employee's personnel file.

Employee/Supervisor Review of Performance

Performance evaluations will not be placed in an employee's file without first being reviewed and discussed with the employee. Evaluations must be signed by both the supervisor and the employee. All appropriate signatures should be on the form before being placed in employee's file.

If an employee refuses to sign the performance evaluation, a statement to that effect will be made in the space reserved for the employee's signature. The evaluation will be placed in the employee's file with that acknowledgment and without the employee's signature.

Employees may not grieve the content of a performance evaluation or the reviewer's comments. However, employees may make a written response to their performance evaluation. This will be filed in the employee's personnel file attached to their evaluation. If an employee chooses to submit a response, the employee must submit their comments within **10 working days** of the evaluation meeting with their supervisor.

Records

- A. A copy of the performance evaluation and rebuttal comments, if any, shall be retained in the employee's personnel file for a minimum of 3 years after the evaluation and for a minimum of 2 years after the last date it was used in an employment decision. The evaluation may be retained for a longer period at the City's discretion.
- B. Supervisors shall keep evaluation information confidential, except where necessary:
 - in work-related discussion with superiors;
 - in work-related discussion with prospective employers of the employee (must be authorized by the employee), general discussions with prospective employers are allowed. The actual ratings must not be discussed without the employee's written authorization.
 - when disclosure is required in administrative or court proceedings.

Any questions concerning the performance rating process should be addressed to the Human Resources Director.

City of Helena, Montana

03/25/2024

To: Mayor Collins and the Helena City Commission

From: Tim Burton, City Manager
Chris Brink, Community Development Director
Ellie Ray, Senior Planner

Subject: Consider a Resolution distributing Railroad Urban Renewal District Tax Increment Financing funds to Pattern House Holdings, LLC, for exterior accessibility and façade improvements.

Present Situation: On January 10, 2024, Tony Prothero, on behalf of Pattern House Holdings, LLC, requested consideration of a Railroad Tax Increment Financing application in the amount of \$75,000, to install a new ADA ramp, an upper-level emergency exit stairway, and new upper-level and garage siding for the historic Pattern House. The project location in the Railroad Urban Renewal District is 1229 E. Lyndale Avenue, and the building was originally constructed as the German Hotel in 1886. The application states that the property holds great cultural and historic value to the RURD and wider city, and the current owners seek to make necessary improvements to preserve its historic character and make it “a legitimate[,] quaint venue for local music acts, arts and crafts, and various community events in addition to providing exceptional lease space...for small businesses.”

The total eligible project costs for the Pattern House are estimated at \$150,000 and follow on an array of interior cosmetic improvements taken on over the past 2.5 years of ownership by Pattern House Holdings, LLC. On February 15, 2024, the Railroad Tax Increment Financing Advisory Board reviewed the application and unanimously (5:0) recommended full funding at \$75,000 (50% of the estimated eligible project costs).

Background Information: The intent of the RURD Plan is to eliminate “blight” and encourage redevelopment in the District through the use of tax increment financing (TIF) as specified by State Law, and façade and parking improvements are eligible projects under MCA §7-15-4288. The applicants’ proposal meets the RURD Plan goals of increasing property utilization and function and providing for public and environmental health through improvements to access for those with disabilities. As such, the proposed project wholly aligns with the goals and objectives of the RURD Plan.

Proposal/Objective: To grant \$75,000 in TIF funding to make exterior accessibility and façade improvements to the Pattern House located in the Railroad Urban Renewal District.

Advantage: Approval of the requested funding for accessibility and façade improvements will enhance accessibility in the Railroad Urban Renewal District and will help offset the costs associated with the subject property’s redevelopment. This project enhances the utilization of existing commercial property and brings vibrancy back to the District by remedying the exterior accessibility and aesthetic concerns of a key historic asset.

Notable Energy Impact:

The proposed historic property accessibility improvements may enhance both connectivity and district desirability, which may result in additional infill redevelopment opportunities in the RURD commercial core in the vicinity of the project.

Disadvantage:

None noted.

Quasi-Judicial Item:

True

Notice of Public Hearing:

False

**Staff Recommendation/
Recommended Motion:**

Move to approve a Resolution distributing Railroad Urban Renewal District Tax Increment Financing funds to Pattern House Holdings, LLC, for exterior accessibility and façade improvements.

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

RESOLUTION NO. _____

A RESOLUTION DISTRIBUTING RAILROAD URBAN RENEWAL DISTRICT TAX INCREMENT FINANCING FUNDS TO PATTERN HOUSE HOLDINGS, LLC, FOR EXTERIOR ACCESSIBILITY AND FAÇADE IMPROVEMENTS

WHEREAS, on January 25, 2016, the City Commission adopted Ordinance No. 3214, which established the Railroad Urban Renewal District and its boundaries;

WHEREAS, the City Commission approved the Railroad Urban Renewal District Plan in connection with the adoption of Ordinance No. 3214;

WHEREAS, the Railroad Urban Renewal District Plan, adopted pursuant to Ordinance No. 3214, includes goals of "increase[ing] property utilization and function" and "provid[ing] for public and environmental health," among other goals;

WHEREAS, Ordinance No. 3214 contains provisions for the segregation and application of tax increments within the Railroad Urban Renewal District;

WHEREAS, under §7-15-4288, MCA, costs "incurred in connection with redevelopment activities allowed under 7-15-4233[, MCA]" are eligible for tax increment funds;

WHEREAS, tax increment funds received from the Railroad Urban Renewal District may be used to directly pay for costs of approved urban renewal projects and programs;

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Resol. _____

WHEREAS, the applicant, Pattern House Holdings, LLC, proposes to make exterior accessibility and façade improvements to their historic property, located at 1229 East Lyndale Avenue ("Project");

WHEREAS, the total cost of the Project is estimated to be one hundred fifty thousand dollars (\$150,000);

WHEREAS, the applicant has requested disbursement of seventy-five thousand dollars (\$75,000) of Railroad Urban Renewal District tax increment funds for the Project; and

WHEREAS, the Railroad Urban Renewal District Tax Increment Advisory Board recommended approval of tax increment funds for the Project on February 15, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF HELENA, MONTANA:

Section 1. The Helena City Commission finds:

- A.** The Project is located within the established boundary of the Railroad Urban Renewal District.
- B.** The Project constitutes an allowable cost, pursuant to § 7-15-4288, MCA, eligible to be paid by tax increment financing funds.
- C.** The Project conforms to the goals and priorities stated in the Railroad Urban Renewal District Plan.

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Resol. _____

Section 2. The City shall distribute seventy-five thousand dollars (\$75,000) to Pattern House Holdings, LLC, payable from the tax increment financing funds generated to date by the Railroad Urban Renewal District.

Section 3. Prior to distribution of funds, Pattern House Holdings, LLC, must enter into an agreement acceptable to the City conditioning disbursement of the funds.

PASSED AND EFFECTIVE BY THE COMMISSION OF THE CITY OF HELENA, MONTANA, THIS 25th DAY OF MARCH, 2024.

MAYOR

ATTEST:

CLERK OF THE COMMISSION



CITY OF HELENA
Railroad TIF Advisory Board Meeting
Thursday, February 15, 2024, 10:00 AM
Zoom Online Meeting: <https://zoom.us/j/98709328426>

Members Present: Rose Casey (*Chair*), John Iverson (*Vice-Chair*), Bruce Day, Megan Malkin, Caleb Lewis

Members Absent: Abigail Rausch, Janelle Mickelson, Katherine Anderson

Staff Present: Ellie Ray, April Sparks

Call to Order and Roll Call

(0:10:20) City staff called the meeting called to order and a quorum was established. During this process it was noted that long-time Chair Max Pigman had resigned and there would need to be an election of officers.

Minutes

A. June 15, 2023

(0:13:00) Minutes from the June 15, 2023 meeting were approved.

Regular Items

A. Budget Report

(0:14:04) City staff presented financial reports for the URD. Staff also answered questions about existing projects and the Affordable Housing Trust set aside.

B. Election of Officers

(0:21:11) City staff asked if there were any nominations for officers. Rose Casey was nominated for and elected Chair, and John Iverson was nominated for and elected Vice-Chair.

C. Consider the Pattern House Application

(0:23:52) Tony Prothero of Pattern House Holdings LLC presented his application to the Board. Staff asked if Mr. Prothero had been in contact with the City/County Historic Preservation Officer about the proposed materials for the project; Mr. Prothero stated that he had not, noting some of the options they had come up with. Mr. Prothero also talked more about the interior and current uses of the building and answered questions from Board members. Staff responded to Board questions regarding the use of TIF funds and how the Board typically operates.

- (0:50:15)** Vice-Chair Iverson moved to recommend approval of awarding Mr. Prothero the requested \$75,000 dollars for improvements to the Pattern House. Chair Casey seconded the motion. Mr. Lewis voiced some concern for the TIF funds being used to cover what he perceived to be maintenance costs. Vice-Chair Iverson noted that TIF funds being used for projects like this are a reinvestment in the neighborhood and create synergy for additional projects, additionally noting that this specific property is a defining property in the neighborhood and should have a large impact on the neighborhood. Chair Casey also stated her opinion that this is an important property to the neighborhood. With no other discussion a voice vote was called. The motion passed unanimously (5:0).

Public Comment

- (0:55:36)** There was no public comment.

Member Communications / Proposals for next Agenda

- (0:55:47)** There was some discussion about the status of current projects and the potential for new applications coming before the Board. Staff noted that the Board could review the priority funding areas of the Board as had been done previously if they so chose to do so at a future meeting, otherwise the Board would not need to meet again until another application was received. It was decided that the current priorities be sent to the Board to review at their convenience. Staff also noted that Board members should expect to receive information about Board training from the Clerk's office in the coming months, and that all Board members are required to attend at least one training per year.

Adjournment

- (1:00:21)** The meeting was adjourned.

PATTERN HOUSE HOLDINGS, LLC
1229 E. Lyndale Ave.
Helena, MT 59601

September 5, 2023

City of Helena
Community Development Department
316 N. Park Ave.
Helena, MT 59623

**RE: Railroad Urban Renewal District
Tax Increment Financing (TIF) Application Form
Pattern House Improvements – 1229 E. Lyndale Ave.**

To Whom It May Concern:

This letter is supplemental information describing the proposed improvements to the building known as the Pattern House located at 1229 E. Lyndale Avenue within the Railroad Urban Renewal District (RURD). This letter will provide a Project Description and Project Narratives as required in the RURD Tax Increment Financing (TIF) Application Form.

Project Description

The Pattern House is an iconic and historic structure serving as a gateway to Helena's Sixth Ward District. The structure was originally constructed in 1886 as the German Hotel, and shortly thereafter it was sold to the Northern Pacific Railroad for use as their company store. In 1898 it was purchased by Caird and Hawksworth Engineering to house wooden casting molds (patterns) for their foundry operation, hence the nickname "Pattern House". The most recent major renovation was completed by Paul Anderson in the mid 1990's when the property was converted to a coffee shop and coffee roasting facility known as Pattern House Coffee. The history of the structure is further described and summarized in the attached May 18, 2003, Helena Independent Record article by Martin J. Kidston.

The current owner is Pattern House Holdings LLC (PHH) who purchased the structure in September of 2021. Numerous cosmetic improvements have been completed on the interior of the structure which is currently leased to the local small businesses of J Bar T Engineers LLC and Pattern House Realty Group.

We recognize the cultural and historic value of the Pattern House and would like to make further improvements while preserving its historic character. Our ultimate goal is to make improvements to the structure thereby making it a legitimate quaint venue for local music acts, arts and crafts, and various community events in addition to providing exceptional lease space for existing and future local small businesses.

PHH is requesting TIF assistance for the following major exterior improvements:

- 1. New ADA Ramp.** The structure does not have an ADA access route that is in full compliance with current ADA standards. This is common for old structures where ADA accessibility was not a consideration in the design and construction. The proposed ramp will bring the structure into ADA compliance while maintaining as much of the historic character of the building as possible.

Note that PHH has acquired an encroachment agreement with the City of Helena to accommodate the portion of the ramp that would be constructed within the right-of-way of Lyndale Avenue.

2. **New Upper-Level Emergency Exit Stairway.** An elevated covered deck and stairway on the east side of the building was removed in approximately year 2017 by the previous owners. PHH would like to construct a new stairway that is true to the original historic character of the building.
3. **New Upper-Level and Garage Siding.** The building is relatively tall and the upper level exterior finishings are difficult to maintain; the current siding is badly weathered and needs repair or replacement with new board and batton siding (or similar) material. Pictures of the upper-level siding are provided with this letter. The garage siding is also in need of some minor repairs.

Project Narratives

1. Description of Project. Provide a written description of the project, scope of work if a marketing plan or similar plan, number, and types of jobs to be created, etc.

- a. Compliance with the Railroad URD Plan: Identify how your project supports the Railroad URD Plan and how the project benefits the neighborhood, URD, and community (See Attachment B for Goals and objectives of the Plan).

Response: The Pattern House is one of the original buildings within the RURD. Because of its historic nature, safety and accessibility were not prioritized in the original design. Our project will specifically improve the safety and accessibility of the building by adding the ADA ramp and the stairway accessing the second floor (RURD Goal #1).

Adding both the ADA ramp and the stairway will also allow the possibility for employees/clients/visitors with disabilities to access the venue as well as provide private access to each floor. This private access adds function and utilization for the building (RURD Goal #2).

The third portion of our project includes repairing or replacing the existing dilapidated wooden façade of the building. New or rehabilitated siding materials will refresh the exterior of the structure and create a more inviting venue (RURD Goal #4).

- b. Local Zoning and Other Requirements: All projects assisted by Railroad URD TIF funds must, depending on the project location, comply with the City's Zoning Requirements, provide a brief narrative as to how the design successfully meets the requirements of City Zoning. Include any project schematic, site, and landscaping plans.

Response: The project does not represent a land use change; the project site is currently zoned B-2; the existing land use is for professional office space. Proposed uses including the previously described venue for indoor/outdoor entertainment do not conflict with zoning requirements.

- c. Demolition/Deconstruction: If the project request includes removal of structures, it must be done in accordance with the provisions of Helena City Code Title 3 Chapter 15. Provide a brief narrative on how the building will be removed and whether it is a structure within the city that is individually listed on the National Register of Historic Places, or a property located within the city's historic districts which is designated by the state historic preservation office (SHPO) as primary or contributing.

Response: There is no significant demolition required for this project. The new ADA ramp will replace some of the existing sidewalks on the property and in the right-of-way of Lyndale Avenue immediately in front of the building. As previously noted, PHH has an encroachment agreement with the City of Helena for the portion of the ramp within the Lyndale Avenue right-of-way.

- d. Dislocation: If existing tenants are to be dislocated as a result of the project, provide a separate narrative describing how they have been or will be appropriately relocated.

Response: No tenants will be dislocated. All construction will take place during business hours and will be on the exterior of the building. At least one entrance will be available for all tenants, employees, and customers during the entire construction process.

2. Logistical Considerations. Provide a brief narrative describing the following:

- a. Project Feasibility: The Applicant's demonstration of financial readiness and ability to proceed.

Response: We have consulted with our financial institution and are confident that we can secure the necessary funds via loan, available cash on hand, or a combination of both to complete the project.

- b. Applicant's Ability to Perform: The Applicant's capability to undertake the relative complexities of the project.

Response: Our ability to undertake and complete the project is largely dependent upon funding and the availability of contractors. We have had numerous preliminary conversations with local contractors about the project. We hope to secure the necessary funding before securing contract(s) with local contractor(s) to complete the work.

- c. Timely Completion: The feasibility of completing the project according to the Applicant's proposed project schedule.

Response: Our ability to complete the project in a timely fashion is largely dependent upon funding and the availability of contractors after funds become available. We are confident that we have sufficient resources to complete the project on schedule, or within one calendar year after funding is authorized.

- d. Payment of Taxes: All property taxes, special improvement district assessments, and other assessments on the project property must be paid to date, where applicable.

Response: All property taxes and assessments are paid and current.

3. Economic & Community Development Potential: Provide a brief narrative for the following. If not applicable, please note:

- a. Tax generation: Describe how the project will increase the taxable valuation in the District.

Response: The project will improve the aesthetic and functional value of 1229 East Lyndale. We also expect neighboring properties to make aesthetic improvements to their properties thereby cumulatively increasing the taxable valuation of the district.

- b. Relationship of Public and Private Investment: Describe the relationship of private investment to public investment of a project and discuss how it is a prudent investment of public funds within the urban renewal district.

Response: Many structures within the Sixth Ward district have experienced significant degradation over the last several decades; investment is needed to preserve and redevelop existing structures and infrastructure.

We are asking for a 50%-50% public-private partnership with this project. Without the City's match of RURD funds, we would need to greatly scale back our project and likely not complete it in its entirety. We believe that this project would be a worthwhile use of the RURD funds for the following reasons:

- **The project provides for better and safer access to the property and the use of the sidewalks for clients/employees/and the general public by increasing its utilization and function.**
- **The project improves the property while emphasizing the historic importance of the RURD. The building is historic; we and many Helena residents still refer to the building as the "Pattern House". Adding the ADA ramp, the stairs and the proposed exterior improvements will enhance an already inviting landmark venue by creating a unique space to work and gather.**

- c. Job Creation: Are there any jobs created as a result of the project? Please describe.

Response: The Pattern House currently serves as lease space for two small businesses, and this will assist them in attracting new employees and other businesses to the area. We believe that the current businesses at the Pattern House have significant potential for growth and enhancing the building with the new ADA ramp, stairway and siding will help attract new employees. PHH understands that providing a great working environment is essential to attract and retain employees.

- d. Investment Spin-off: Describe any potential for investment spin-off having a positive impact on the District.

Response: Our project will enhance the visual appeal of the RURD, thereby attracting other investors to the area, increasing value, and building upon the existing businesses.

- e. Cost-Benefit Analysis of the Investment/Expenditure: For projects that are \$10,000 or more, a cost-benefit analysis should be completed.

Response: Due to the nature of the project it is difficult to estimate the financial benefit of the project. The purpose of the project is to make improvements to preserve a gateway structure of the URD. The improvements will increase the taxable value of the property, which will increase tax revenues.

This project will make improvements and preserve a historic gateway structure within the RURD. It will add value to the property and the neighborhood. The estimated cost of the improvements is \$150,000; we propose a 50% split with \$75,000 paid by TIF funds and \$75,000 paid by Pattern House Holdings. While the improvements will increase the taxable value of the property, the value will likely not be realized for many years. We believe the project contributes to the common goals to “emphasize the district’s historic importance”, to “increase property utilization and function”, and to “create an inviting venue”. Our project accomplishes these goals by using the funds to restore an already historic building.

- f. Health and Safety Concerns: Describe the project’s impact, positive or negative, on the environment in terms of noise, dust, pollution, public safety, traffic congestion, pedestrian access, visual aesthetics, etc.

Response: To create the ramp, two trees located in the front of the building will need to be removed. While this may have a short-term negative impact on the visual aesthetics, it is necessary to accommodate the new ADA ramp while also providing an adequate sidewalk around the ramp. The project will have no negative environmental impact.

- g. Historic Preservation: Describe the project’s ability to preserve and protect the cultural and economic heritage and physical assets of the district.

Response: The Pattern House was constructed in 1886 which predates most of the structures in the Sixth Ward. The purpose of the project is to protect the cultural and economic heritage of the structure that we believe to be an important asset of the district.

- h. Density, Infill, and Adaptive Reuse: Describe if the project increases density in the RURD through infill and adaptive reuse of existing property(s).

Response: Not Applicable

- i. Cost of Public Services: Describe how the projects will improve public services such as water, sewer, sidewalks parking, improved traffic circulation, etc., to an area currently underserved.

Response: Not Applicable

- j. Housing Component: Describe any housing components to the project. One of the main goals of the Railroad Neighborhood Plan and the Railroad URD Plan is to promote all types of housing in the area.

Response: While our project does not contribute directly to creating new housing in the area, our project creates places for employment thereby increasing the demand for housing.

- k. Conformance with Requirements for TIF Fund Expenditures, per 7-15-4288, MCA: Projects must cover eligible project activities stated in Montana state statutes (See Attachment A).

Response: As previously described, we feel that the nature of the project adequately conforms with the Requirements for TIF Fund Expenditures per 7-15-4288, MCA and is therefore eligible for TIF Funding.

Summary

PHH invites you to come visit the Pattern House to see how far we've come and how far we can go with this project. It is truly a labor of love that started with Paul Anderson's renovation that we want to build upon and share with our community.

Thank you for the opportunity to submit this TIF application. Should you have any questions, please feel free to contact Jared Lay or Tony Prothero at your convenience.

Sincerely,

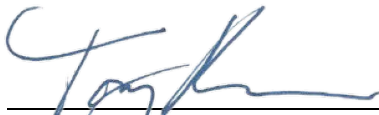
Pattern House Holdings LLC



Jared A. Lay, Member

Email: jared@jbartengineers.com

Mobile: 406.431.3048



Tony J. Prothero, Member

Email: tony@jbartengineers.com

Mobile: 406.439.8027

Attachments:

TIF Application
Renderings (2)
Upper Level Siding Pictures
2003 Helena IR News Article



City of Helena
Railroad Urban Renewal District
TAX INCREMENT FINANCING APPLICATION FORM
Community Development Department
Phone (406) 447-8490 Fax (406) 447-8460
citycommunitydevelopment@helenamt.gov

Project Name: _____ Date Submitted: _____

APPLICANT INFORMATION

Name (First & Last): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____ Other: _____

Email: _____

If the applicant is not an individual doing business under his/her own name, the applicant has the status indicated below and is organized or operating under the laws of: State of Montana

- ☐ A non-profit or charitable institution/corporation
☐ A partnership or corporate entity known as _____
☐ District Resident
☐ Local Government
☐ Other (explain) _____

PROJECT INFORMATION

Building Address: _____

Legal Description: _____

PROPERTY OWNER INFORMATION

If the property is not owned by the Applicant, written permission from the owner must be included to carry out the project and lease or other materials.

Property Owner (First & Last): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____ Other: _____

Email: _____



City of Helena
Railroad Urban Renewal District
TAX INCREMENT FINANCING APPLICATION FORM
Community Development Department
Phone (406) 447-8490 Fax (406) 447-8460
citycommunitydevelopment@helenamt.gov

PROJECT ARCHITECTURAL FIRM INFORMATION (WHERE APPLICABLE)

Company/Firm: _____
Point of Contact (First & Last): _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Cell: _____ Other: _____
Email: _____

PROJECT FINANCIAL LENDING INSTITUTION (WHERE APPLICABLE)

Company/Institution: _____
Point of Contact (First & Last): _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Cell: _____ Other: _____
Email: _____

PROJECT CONTRACTOR INFORMATION (WHERE APPLICABLE)

Company/Firm: _____
Point of Contact (First & Last): _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Cell: _____ Other: _____
Email: _____

DESCRIPTION OF PROJECT

In a separate attachment, please provide a full written description of your project. Please indicate if the items are existing or new construction.

PROJECT RENDERINGS (IF APPLICABLE)

Submit design schematic and/or site and landscaping plans for project.



City of Helena
Railroad Urban Renewal District
TAX INCREMENT FINANCING APPLICATION FORM
Community Development Department
Phone (406) 447-8490 Fax (406) 447-8460
citycommunitydevelopment@helenamt.gov

TOTAL COST OF THE PROJECT

Please summarize. A full breakdown of costs is required on the *Project Cost Worksheet*.

PROPERTY OWNERSHIP

Do you own the property or are you currently purchasing it? Explain.

JOB CREATION

Will there be any new permanent or part time jobs as a result of this project excluding construction jobs associated with the development of the project? If so, how many?

PROJECT COMPLETION

What is the expected completion date of the project?

PROPERTY TAXES

How much are the current annual property taxes including any improvements? Is the payment of taxes current?



City of Helena
Railroad Urban Renewal District
TAX INCREMENT FINANCING APPLICATION FORM
Community Development Department
Phone (406) 447-8490 Fax (406) 447-8460
citycommunitydevelopment@helenamt.gov

PROJECT COST & FINANCING SECTION

Summarize the project costs on the Project Cost Worksheet. Use general categories and include items that are in the assistance request. The total cost should include land costs and “soft costs” such as zoning processes, surveys, and permits to enable the RURD Advisory Board to evaluate the entire private investment. If in doubt about an item's eligibility, include it. Staff will review the items and help determine eligibility. Briefly describe how the project will be financed and be sure to include equity and other investments into the project. If financing commitment is contingent on grants or URD TIF commitment to the project, has multiple sources, or other complex factors, provide that information.

NOTE: The TIF Program requests which include demolition/deconstruction activities, public sidewalks, streets, alleys and other right-of-way improvements; and/or work on utility main transmission lines totaling over \$25,000 are subject to Montana Prevailing Wage Rates and must include that in the itemized costs.

PROJECT COST WORKSHEET

Professional Services

1. _____ \$ _____
2. _____ \$ _____
Subtotal \$ _____

Construction/Rehabilitation Costs

1. _____ \$ _____
2. _____ \$ _____
3. _____ \$ _____
4. _____ \$ _____
5. _____ \$ _____
6. _____ \$ _____
Subtotal \$ _____

Printing, Advertising, etc.

1. _____ \$ _____
2. _____ \$ _____
Subtotal \$ _____

Other Miscellaneous Costs

1. _____ \$ _____
2. _____ \$ _____
Subtotal \$ _____

TOTAL PROJECT DEVELOPMENT COSTS

Total \$ _____



City of Helena
Railroad Urban Renewal District
TAX INCREMENT FINANCING APPLICATION FORM
Community Development Department
Phone (406) 447-8490 Fax (406) 447-8460
citycommunitydevelopment@helenamt.gov

PROJECT FINANCING WORKSHEET

Owner/Developer Investment

Total applicant investment in the project \$ _____

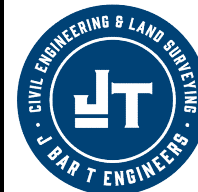
Listing of Other Funding Sources & Amounts (Continue on separate sheet if needed)

1. _____ \$ _____
2. _____ \$ _____
3. _____ \$ _____

Request for Eligible items

Total TIF Request \$ _____

TOTAL PROJECT FINANCING \$ _____

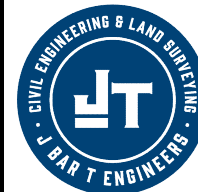


J.B. ENGINEERS LLC
1229 E. Lyndale Ave.
Helena, MT 59601
www.jbartengineers.com
406.449.1306

Pattern House Improvements
PROPOSED ADA RAMP
1229 E. Lyndale Ave., Helena, Montana

EXHIBIT A

PROJECT: XXXX
DATE: 08/2023
DRAWN BY: TJP



J BAR T ENGINEERS LLC
1229 E. Lyndale Ave.
Helena, MT 59601
www.jbartengineers.com
406.449.1306

Pattern House Improvements

PROPOSED EMERGENCY EXIT STAIRWAY

1229 E. Lyndale Ave., Helena, Montana

EXHIBIT B

PROJECT: XXXX
DATE: 08/2023
DRAWN BY: TJP

1229 East Lyndale Ave. – Upper Level Siding Photos

Photo 1



Photo 2



1229 East Lyndale Ave. – Upper Level Siding Photos

Photo 3



Photo 4



https://helenair.com/news/local/pattern-house-preserved-chunk-of-caird-history/article_0ebb65cd-d84b-5d8f-bd64-0de09091c6c8.html

Pattern House preserved chunk of Caird history

By MARTIN J. KIDSTON, IR Staff Writer - 05/18/03

May 18, 2003

Caird Engineering Works may be up for sale, but a big piece of the plant's history, and that of the historic Sixth Ward has already been preserved.

Paul Anderson, owner of Morning Light Coffee, renovated the plant's old pattern house and opened it as a coffee shop and roasting facility.

"Hence Pattern House coffee," Anderson said last week, hosting a reception of old foundry workers during National Historic Preservation Week.

Anderson said the building was built in 1886 as a German hotel. The Northern Pacific Railroad purchased the property a few years later and turned it into a company store. At one point in time, a sign painted on the front of the building mentioned the Plymouth Clothing Store.

But in 1898, three years after going into business, Caird and Hawksworth Engineering purchased the building, added a second floor, and used it to store the foundry's wooden "patterns" for casting molds.

People are also reading...

- 1 **Helena Food Share breaks ground on new \$10.3M facility**
- 2 **Montana Pride event lineup in Helena for July 30 to Aug. 6**
- 3 **More than 34,200 lose Medicaid coverage in first 2 months of 'unwinding'**
- 4 **Trial underway in Helena for 2022 killing of man near Rimini**

"When you told us you wanted to buy the building and what you wanted to do to it, we thought you were crazy," Dick Port, a former Caird plant employee, told Anderson. "But you sure have done a wonderful job."

Anderson said the renovation wasn't easy. Some environmental contaminants were discovered, and the building had no electricity or plumbing. It was nearly 100 years old.

"In order to satisfy existing codes and make it functional, the building had to be altered in some way," Anderson said. "The building pretty much told us what to do."

Calling it a labor of love - and one of occasional frustration - Anderson said he couldn't resist putting the old German charm back into the pattern house. That, he said, meant buying the wooden wreck "and putting a new building up around it."

"I wanted to keep that feel," he said. "As much as we possibly could, we maintained the appeal of the building using materials we found in the building."

When Anderson purchased the building it still stored an estimated 180,000 patterns. Some of those remain, giving the property a museum feel. Patterns for stove doors, ball mills, boiler fronts and even pipe fittings are on display.

While the Pattern House now caters to caffeine hounds and doubles as a coffee roasting plant, Anderson said the structure's renovations were kept historically accurate. The results garnered Anderson the Historic Rehabilitation Award in 1995 from the Helena/Lewis and Clark County Historic Preservation Commission.

City of Helena, Montana

March 22, 2024

To: Mayor Collins and the Helena City Commission

From: Tim Burton, City Manager
Troy Sampson, Community Facilities Director
Bridget Johnston, Community Facilities Manager

Subject: Consider Artist Award for Lyndale Tunnel Mural

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 of submission #18 titled Helena: Queen of the Rockies by Artist Wyatt Hersey of Santa Cruz, CA was presented at the March 6th administrative meeting. Staff provided a second recommendation for submission #10 titled Wildfire by Artist Elise Perpignano of Helena, MT at the March 20th administrative meeting.

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 Elise Perpignano 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:** *Move to award a contract to artist Elise Perprignano to paint a mural on the Lyndale Tunnel under Lyndale Avenue for \$15,000.*



27 December, 2023

**Lyndale Tunnel
Mural Project**

**Helena Public
Art Committee**

c/o Bridget Johnston

**City County Building
316 N. Park Ave.
Room 162 Helena, MT
59623**

Hello!

If you've lived in Montana for a while, our summers can be blanketed in wildfire smoke. Growing up here has exposed me to the beauty of nature and the harsh reality of wildfires.

As an artist, I've turned this experience into inspiration to capture the beauty and complexity of the relationship between wildfire, humanity, and nature. This design is visually stunning and is an educational tool to teach us about the stages of wildfires in nature and the ecosystem in our backyard. It includes imagery from Gates of the Mountains Wilderness in Helena-Lewis & Clark National Forest, Sleeping Giant, and the Missouri River. It also honors the 13 smoke jumpers who risked their lives to fight the Mann Gulch fire 75 years ago.

Growing up with access to the Holter Museum of Art and the Archie Bray allowed me to dabble in artistic endeavors from an early age. In December 2018, I graduated from Montana State University with a dual BFA in graphic design and studio arts. Following college I've held several creative jobs and am currently the senior graphic designer for Proof Marketing, where I create branding and design for dozens of local businesses.

In addition to design, I've broadened my scope within the art world through artist residencies within our local elementary schools. Teaching has allowed me to share creativity with elementary students and inspire them to use art to express themselves. I also share my creativity with our community through Art Walk events, instructing classes at the Holter, and providing local public art within the Centennial Trail Tunnel: Momentum Mural.

Working on the Momentum Mural this past summer, I learned about my artistic process and how to complete large-scale projects reliably. I've learned best practices for quickly covering ample square footage and designing my work like a "paint by number." I've designed each section in batched layers to work in one color at a time to create my subject matter and stay on track efficiently.

After reviewing my proposal, I look forward to elaborating on how my art and abilities can benefit Helena. Producing, designing, and painting the Lyndale Tunnel Mural would be an incredible opportunity to give back to the community that raised and inspired me. My goal is that my art inspires others to reflect on their relationship with the environment and motivates them to become better stewards of the planet and give back to their community.

Respectfully,

Elise Perpignano



United States
Department of
Agriculture

Forest
Service

Helena - Lewis and Clark National
Forest

2880 Skyway Drive
Helena, MT 59602
406-449-5201
1220 38th Street North
Great Falls, MT 59405
406-791-7700

File Code: 1620
Date: December 22, 2023

Bridget Johnson
City-County Building
316 N. Park Ave
Helena, MT 59623

Dear Bridget,

I'd like to express our excitement about Elise Perpignano's latest design submission for the Lyndale Tunnel.

August 5, 2024, will mark the 75th anniversary of the tragic Mann Gulch Fire that took the lives of 13 smokejumpers. In recognition of this history and the lessons learned, the U.S. Forest Service, the National Smokejumper Association, Montana Discovery Foundation, Montana Historical Society, Wild Montana, and other partners are working together to plan commemorative activities and events next summer in Helena to honor the men.

The tunnel immediately caught my eye because it connects ExplorationWorks (a partner in our commemorative efforts that plans to do a fire ecology program for children and their families next summer) and looks out onto the Helena-Lewis and Clark National Forest. The imagery Elise has chosen reflects the unique location of the tunnel showcasing the Gates of the Mountains Wilderness with its unique ties to the Corps of Discovery alongside the commemorative imagery of Montana's state plane and the smokejumpers who died trying to protect the special place. Almost every student in town has, at one point or another, participated in our joint programming with the Montana Discovery Foundation, which helps us lead annual wildflower walks along the trails of Mt. Helena. Those flowers can also be found throughout the inside of the tunnel on the west side that parallels the trails on the mountain where these programs take place.

Elise has done a phenomenal job working with us to come up with a design that captures a sense of place and draws out the unique history of Helena. The flora and fauna, references to Mann Gulch and the Corps of Discovery are reflective of Helena and central Montana. The tribute to Mann Gulch and the smokejumpers will especially stand out to families visiting next summer for the commemoration in August. The fire cycle in the middle of the tunnel reminds us that we live in a fire adapted landscape and just as fire can take lives, it can regenerate life in the forest as well. Helena is a special place to live in surrounded by public lands and we think this design will showcase how Helena and its history are intertwined with the land that surrounds it.

Sincerely,

Chiara Cipriano

CHIARA CIPRIANO
Public Affairs Officer



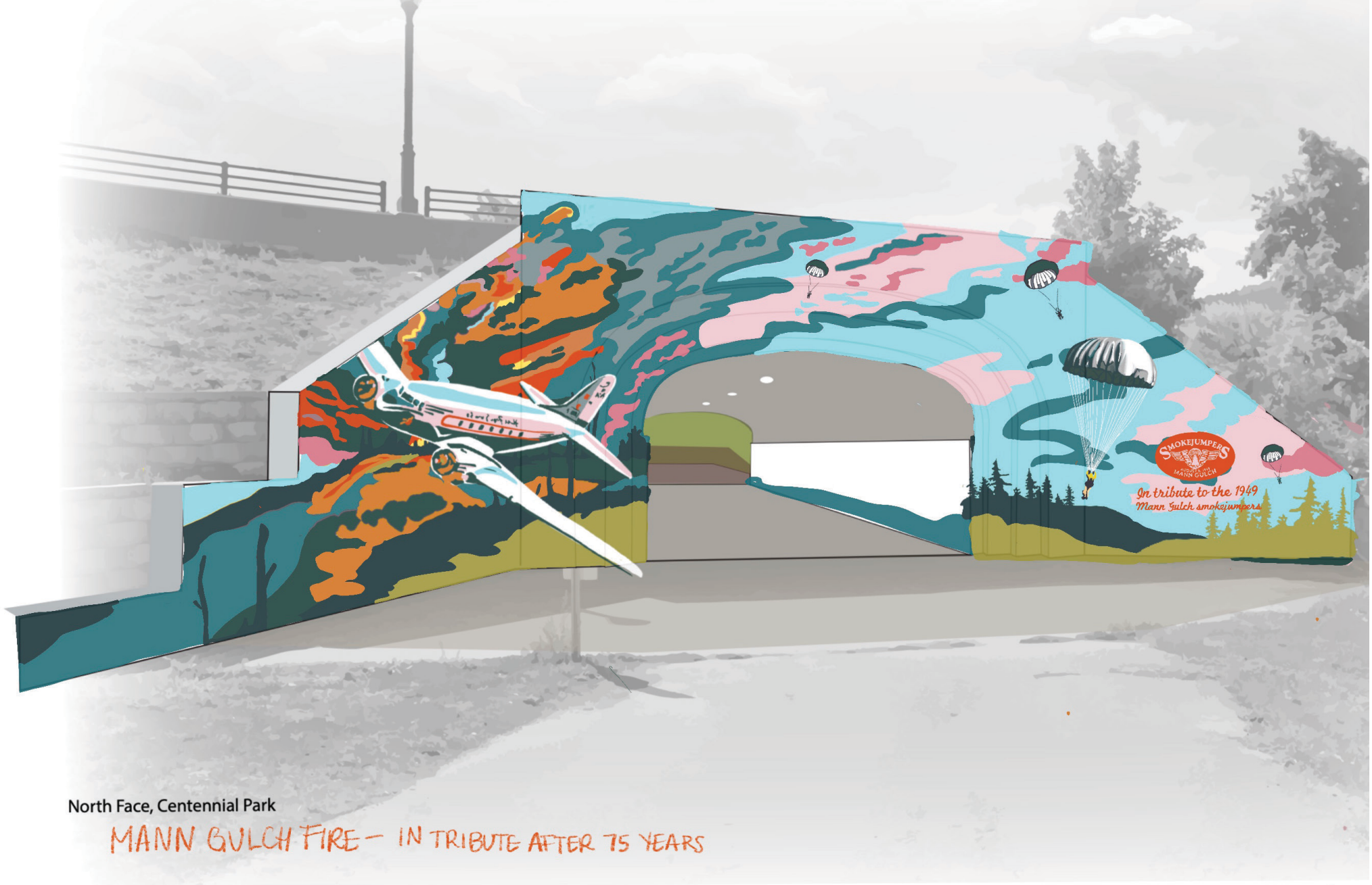
Exhibit B



South face, Great Northern Town Center

WELCOMING - GATES OF THE MOUNTAINS

Proposed Work: South Face



Proposed Work: North Face

Text included in design:

SOUTH FACE : Great Northern Town Center

"Gates of the Mountains"

- "The most remarkable cliffs that we have seen yet..." - Meriwether Lewis
- (on sign) Gates of the Mountains Wilderness Helena-Lewis & Clark National Forest

NORTH FACE: Centennial Park

"Mann Gulch Smokejumpers"

- In tribute to the 1949 Mann Gulch smokejumpers

TUNNEL WALL : WEST SIDE INTERIOR

"Fire's role in nature"

- **OLD GROWTH**
 - Dense forests rob lower plants of sunlight. Many plants and old trees die and pile up creating the perfect fuel for forest fires.
 - Ponderosa Pine *Pinus ponderosa* : The tree has thick bark and its buds are protected by needles making it fire tolerant. However, it doesn't do well in the shade if a forest gets too dense.
- **FOREST FIRE**
 - Fire can be started by lightning or people.
 - Wildland Firefighter: Wildland firefighters are tasked with combating wildfires and preventing future fires from starting.
 - Serotinous cones: In environments where hot, fast moving fires are frequent, some pine species have developed very thick, hard cones that are glued shut with a strong resin. Only when a fire sweeps through, melting the resin, do these heat-dependent cones open up, releasing seeds that are then distributed by wind and gravity.
 - Black-Backed Woodpecker *Picoides arcticus*: Black-backed woodpeckers thrive in the diverse ecosystem left behind by wildfires. Beetles inhabit burned out trees and become a meal for these woodpeckers.
 - Morel Mushrooms *Morchella sextelata* : Its fruit bodies grow in partially burned conifer forests, particularly those dominated by Douglas fir and ponderosa pine. They tend to appear in great numbers the year immediately following fire
- **NEW GROWTH**
 - New growth provides a variety of food.
 - Arrowleaf Balsamroot *Asteraceae*: Among one of the first plants to pop back up after a wildfire, due to its thick and hardy taproot. This plant is an important food and cover source for many wildlife and livestock species including elk, deer, bighorn sheep, various small mammals, and game birds.
 - Red-tailed Chipmunk *Neotamias ruficaudus*
 - Douglas Fir *Pseudotsuga menziesii* : Commonly lives more than 500 years. Songbirds, Chipmunks, mice, voles, and shrews eat large quantities of its seeds.
 - Yellow bells *Fritillaria pudica*: Found in dryish, loose soil; it is amongst the first plants to flower after the snow melts. The flower does not last very long. As the petals age, they turn a brick-red color and begin to curl outward.

- **CHANGING ENVIRONMENT**

- As the forest grows, it becomes a healthy ecosystem for wildlife.
- Beaver *Castor* : Beavers restore wetlands that create buffers against wildfires. They also create diverse habitats for many different species.
- Blue eyed darter *Aeshnidae*: Dragonflies use marshy wetlands to breed.
- Elk *Cervus canadensis* : One of the largest terrestrial mammals in Montana. Elk range in forest and forest-edge habitat, feeding on grasses, plants, leaves, and bark.

- **OLD GROWTH**

- As the forest ages, food and wildlife are reduced and the cycle repeats.

TUNNEL WALL : EAST SIDE INTERIOR

"Sleeping Giant and Friends"

- Bitterroot *Lewisia rediviva* : Low growing flower with an edible taproot that was consumed by Montana Indigenous tribes. It was selected as the Montana state flower in 1895.
- Kingfisher *Megaceryle alcyon*: Often seen perched prominently on trees, posts, or other suitable watchpoints close to water before plunging headfirst after its fish prey.
- Sleeping Giant: This landform was well known by native tribes. The Lewis and Clark Expedition camped below the Sleeping Giant and explored the area around it during their initial passage through the region in 1805. It is now recognized as a wilderness study area.
- Mayfly *Hexagenia limbata*
- Rainbow Trout *Oncorhynchus mykiss*

Education

Montana State University:
Bozeman, MT December 2018
Bachelors of Fine Arts | Graphic Design
Bachelors of Fine Arts | Studio Arts

Skills & Interests

- Photoshop
- Indesign
- Illustrator
- Lightroom
- Procreate
- Murals
- Wix
- WordPress
- SquareSpace
- Painting
- Backpacking
- Dogs

Involvement & Achievements

- Art Instructor at Holter Museum of Art (ages 12 -18)
- Teaching Artist in Residency at Hawthorne, Warren, Broadwater, and Kessler Elementary Schools 2023
- Centennial Tunnel Mural Artist
- President of MSU Painting & Drawing Guild 2015 - 2018
- Instructor for Life Drawing classes at MSU 2015 - 2018
- Instructor for Life Drawing at the Holter Museum of Art 2022 - Present
- College of Arts & Architecture Ambassador 2015-2018
- Honorable Mention at VOX POP juried exhibition 2018
- Recipient of 2018 Undergraduate Scholars Program Grant for Research

Experience

Proof Marketing | Helena, MT
Senior Graphic Designer
August 2023 - Present

Proof Marketing is a full-service marketing agency dedicated to creating cutting-edge designs and marketing solutions for our clients. As the senior graphic designer, I am passionate about creating bold, eye-catching designs that get results. We pride ourselves on our ability to deliver successful marketing campaigns that drive traffic and generate sales, and we are always up for a challenge.

Montana Unified School Trust | Helena, MT
Graphic Designer | Technical Writer
August 2021 - June 2022

Montana Unified School Trust is a non-profit under the umbrella of Montana Schools Services Foundation. The goal was provide teachers, school staff, and administrators with support in way of health benefits so that they can focus on what they do best - teach and serve the future of Montana. I designed all print & web material and maintained the website to reflect this mission. In addition to this I also created their social media presence and designed all content.

Sweet Peaks Ice Cream | Whitefish, MT
In-house Graphic Designer
February 2021 - August 2021

Sweet Peaks Ice cream provides delicious, home-made ice cream to Northwest Montana & Washington. While being their in-house graphic designer, I was able to use my creativity and playfulness to enhance their brand with pint packaging, store signage, fun new tee-shirt designs, and custom stickers. I was able to create various posters, merchandise, logos, and branding for their other businesses Wild Coffee Company, and Stumptown Bottleshop. I was also responsible with website and social media upkeep and content.

Exhibit A

SUBMISSION FORM – LYNDAL TUNNEL MURAL

RFP CF24-12

Name Elise Perpignano

Email elise@perpignano.art

Phone Number 406-431-5973

Artwork Title Wildfire

Short Description of Artwork (if any) _____

SIGNATURE NEEDED

I have submitted all information required by this RFP entitled Hire Artist for the Lyndale Tunnel Mural Project. My Artwork is original and has not been sold or reproduced in any way. My design does not include any breach of intellectual property, trademarks, brands, or images of illegal activity. I understand that all proposals become the property of the City of Helena and may be subject to release to the public pursuant to Mont. Const. art. II, § 9 and Mont. Code Ann. § 2-6-1001 *et. seq.*

I have fully reviewed the RFP and all addendums and to the best of my knowledge am submitting a full proposal.

My guardian or parent has signed for me if I am not 18 years of age.



Signature

12/27/23

Date

Elise Perpignano

Printed Name

Timeline

April 2024

Week ONE : April 1st - 6th

- Prime all surfaces
- General sketch layout of North Side (depending on weather - if not begin on interior layout sketches)
- Base layer of light blue
- Secondary layer of olive green, deep green, turquoise.

Week TWO: April 7th - 13th

- North side: Orange, red, pink
- Plane detail
- Parachute detail
- Text and Smokejumper emblem

Week THREE: April 14th - 20th

- North side: Final details, text, anti-graffiti coating

Week FOUR: April 21st - 27th

- Interior- West side: Sketch out layout
- Interior- West side: Fire Cycle base colors: light blue, orange, pink, turquoise
- Interior- West side: Olive green, orange, yellow and light pink

May 2024

Week FIVE: April 28th - May 4th

- Interior-West side: dark green
- Interior-West side: red outlines, final details, text, anti-graffiti coating

Week SIX: May 5th - May 11th

- Interior - East side: sleeping giant base colors :
light blue, turquoise, olive, pink
- Interior - East side: Bitterroot pink, sleeping giant shading, kingfisher, trout

Week SEVEN: May 12th - May 18th

- Interior - East side: Dark green and red outlines
- Interior - East side: Final details, text
- Interior - East side: anti-graffiti coating

Timeline continued

May 2024

Week EIGHT: May 19th - May 25th

- South Side : Layout sketch
- South Side: Base colors - light blue, medium blue, olive green

Week NINE: May 26th - June 1st

- South Side: Orange, red, pink
- South Side: osprey, bighorn sheep, beaver

June 2024

Week TEN: June 2nd - June 8th

- South Side: Forest service signage and lettering
- Final details

Week ELEVEN: June 9th - June 16th

- Buffer week- Final details and Anti-Graffiti Coating

Relevant Work



Relevant Work



Centennial Trail: Momentum Mural

Relevant Work



In progress: Dear Potato Bathroom Mural

**Thank you for your
time & consideration**

City of Helena, Montana

03/25/2024

To: Mayor Collins and the Helena City Commission

From: Tim Burton, City Manager
Chris Brink, Community Development Director
Kyle Holland, Planner II

Subject: Consider a variance to increase the maximum building height from 60' to 92', related to a cellular tower, for a property in a CLM zoning district with the address of 1414 Orange Avenue.

Present Situation: The applicant, American Tower Corporation, are requesting a variance to increase the height of an existing tower from 75' to 92', for the property legally described as Lot 2A of doc. No 3305614: located in the NE1/4 of section 20, Township 10 North, Range 3 West, P.M. Montana, Lewis & Clark County.

Background Information: The property at 1414 Orange Avenue currently has the land use of Communication Tower. The proposed property is located in a CLM Zoning district, with the adjacent zoning consisting of CLM. R-4, and PLI zoning districts are also located in the area.

Proposal/Objective: The applicant and property owner are requesting a variance to allow for an increase of height to allow for new cellular antennas and equipment.

Advantage: This tower extension complies with the 2019 Growth Policy through the following objectives:

Objective 21: Maintain infrastructure and personnel at levels that provide citizens with services that are high-quality, effective, and affordable.

Objective 78: Encourage infill development on vacant and under-utilized land within the city, directing growth to areas currently served by, or in close proximity to, existing infrastructure and that harmonizes with the character of existing neighborhoods.

Notable Energy Impact: There will be no significant impacts or changes to current energy use.

Disadvantage: None noted.

Quasi-Judicial Item: True

Notice of Public Hearing: True

**Staff Recommendation/
Recommended Motion:** Move to approve a variance from Section 11-4-2 (Table 2) (CLM) to increase the maximum building height from 60' to 92' for a property in a CLM zoning district with a legal description of LOT 2A OF DOC. NO 3305614: LOCATED IN THE NE1/4 OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 3 WEST, P.M. MONTANA, LEWIS & CLARK COUNTY.



Kyle Holland, **Planner II**
Community Development Department
316 North Park Avenue, Room 445
Helena, MT 59623

: Phone: 406-447-8492
: Fax: 406-447-8460
: Email: kholland@helenamt.gov

helenamt.gov

Date: February 22, 2024

STAFF REPORT

**To: Mayor Collins
Helena City Commissioners**

From: Kyle Holland, City Planner II

Subject: Consideration of:

1. A variance from Section 11-4-2 (Table 2) (CLM) to increase the maximum building height from 60' to 92' for a property in a CLM zoning district with a legal description of LOT 2A OF DOC. NO 3305614: LOCATED IN THE NE1/4 OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 3 WEST, P.M. MONTANA, LEWIS & CLARK COUNTY.

The reason for this variance is to increase the height of an existing cellular tower.

This property is located at 1414 Orange Avenue.

OVERVIEW

GENERAL INFORMATION

DATE OF APPLICATION: Initial application received January 3, 2023
Final revised application received February 13, 2024

PUBLIC HEARING DATE: City Commission - 6:00 p.m., Monday, March 25, 2024

PROPERTY OWNER: Magill & Son Excavation INC

MAILING ADDRESS: 910 Prairie RD, Helena, MT 59602

TOWER OWNER: American Tower Corporation

MAILING ADDRESS: 10 Presidential Ave, Woburn, MA, 01810

CONTACT NUMBER: (208) 938-8844

EMAIL ADDRESS: info@americantower.com

APPLICANT: Beth Binder
Company: Powder River Development Services, LLC
MAILING ADDRESS: 408 S. Eagle Rd, Ste. 200, Eagle, ID, 83616
CONTACT NUMBER: (208) 890-8729
EMAIL ADDRESS: beth.binder@powderriverdev.com

LEGAL DESCRIPTION:

LOT 2A OF DOC. NO 3305614: LOCATED IN THE NE1/4 OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 3 WEST, P.M. MONTANA, LEWIS & CLARK COUNTY

PRESENT LAND USE: Communication Tower

PRESENT ZONING: CLM

ADJACENT LAND USE:

North: CLM - Commercial
South: CLM - Commercial
East: CLM - Commercial
R-4 - Residential
West: CLM - Commercial

VARIANCE PROPOSALS:

1. A variance from Section 11-4-2 (Table 2) (CLM) to increase the maximum building height from 60' to 92' for a property in a CLM zoning district with a legal description of LOT 2A OF DOC. NO 3305614: LOCATED IN THE NE1/4 OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 3 WEST, P.M. MONTANA, LEWIS & CLARK COUNTY.

HISTORY OF APPLICABLE PERMITTING ACTION:

- 1) January 2004 – Initial building permits for tower construction
- 2) October 2006 – Building permit for additional antennae
- 3) August 2011 – Building permit for 3 additional antennas
- 4) March 2014 – Building permit for new antennae panels and microwaves

At the time of construction communication towers were allowed to exceed height restrictions up to 75' so no variance was needed for initial construction.

ZONING EVALUATION for the properties legally addressed as 1414 Orange Avenue

ZONING REQUIREMENT	Applicable ZONING REGULATION	PRESENT CONDITION	PROPOSAL	VARIANCE REQUIRED
City Code: §11-4-2 (Table 2) (CLM)	Height: 60' Maximum	75'	Increase height of existing tower to 92'	Yes

CITY COMMISSION VARIANCE CRITERIA

Section 11-5-5 of the Helena Zoning Ordinance includes certain criteria that must be reviewed as part of the variance procedure.

To approve a requested variance for a new building or portion thereof, the board of adjustment shall consider the following standards and find as follows:

- 1. The variance will not create a significant risk to the public health, safety, or general welfare;*
- 2. The variance will not significantly reduce or impair the peaceful use of existing property or improvements in the vicinity and the zoning district in which the subject property is located; and*
- 3. Strict compliance with the provisions of this title would create unnecessary hardship or practical difficulty.*

In evaluating the standards above, the board of adjustment may consider the following factors:

- 1. Special conditions and circumstances that are unique to the applicant's site, including the size of the property, unusual or extreme topography, or unusual shape of the property.*
- 2. The height, location, or dimensions of existing structures located on the site or in the vicinity of the site.*
- 3. Whether there is a prevalence of nonconformities in the vicinity of the site that are similar to the variance requested.*
- 4. The subsequent imposition of zoning restrictions creating nonconforming lots or parcels, and governmental actions beyond the applicant's control.*
- 5. Whether a literal interpretation of the provisions of this Title would deprive the property owner of rights commonly enjoyed by other properties similarly situated in the same district under the terms of this Title.*
- 6. The extent to which the hardship or difficulty results from the actions of the applicant.*
- 7. Whether granting the variance requested will confer an unreasonable special privilege to the subject property that is not available to other properties similarly located in the same zoning district.*

PUBLIC COMMENT:

As of Friday, February 22, 2024, no comments have been received.

City Attorney's Office:

It is the recommendation of the City Attorney's Office, that staff does not make a recommendation to approve or deny a variance.

CONCLUSION

Helena City Code states the City Commission has the has the sole authority to grant height variances for towers.

Montana law states the City Commission pursuant to its authority under MCA 76-2-321(2) acting as the Board of Adjustment under has authority to consider "...upon appeal in specific cases such variance from the terms of the ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the ordinance will result in unnecessary hardship and so that the spirit of the ordinance shall be observed and substantial justice done." (76-2-323 MCA)

Motion:

Move to Approve or Deny

1. A variance from Section 11-4-2 (Table 2) (CLM) to increase the maximum building height from 60' to 92' for a property in a CLM zoning district with a legal description of LOT 2A OF DOC. NO 3305614: LOCATED IN THE NE1/4 OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 3 WEST, P.M. MONTANA, LEWIS & CLARK COUNTY.

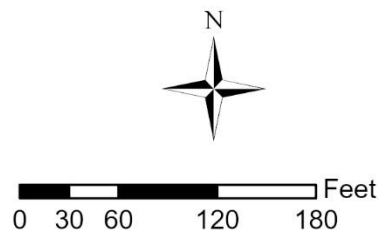
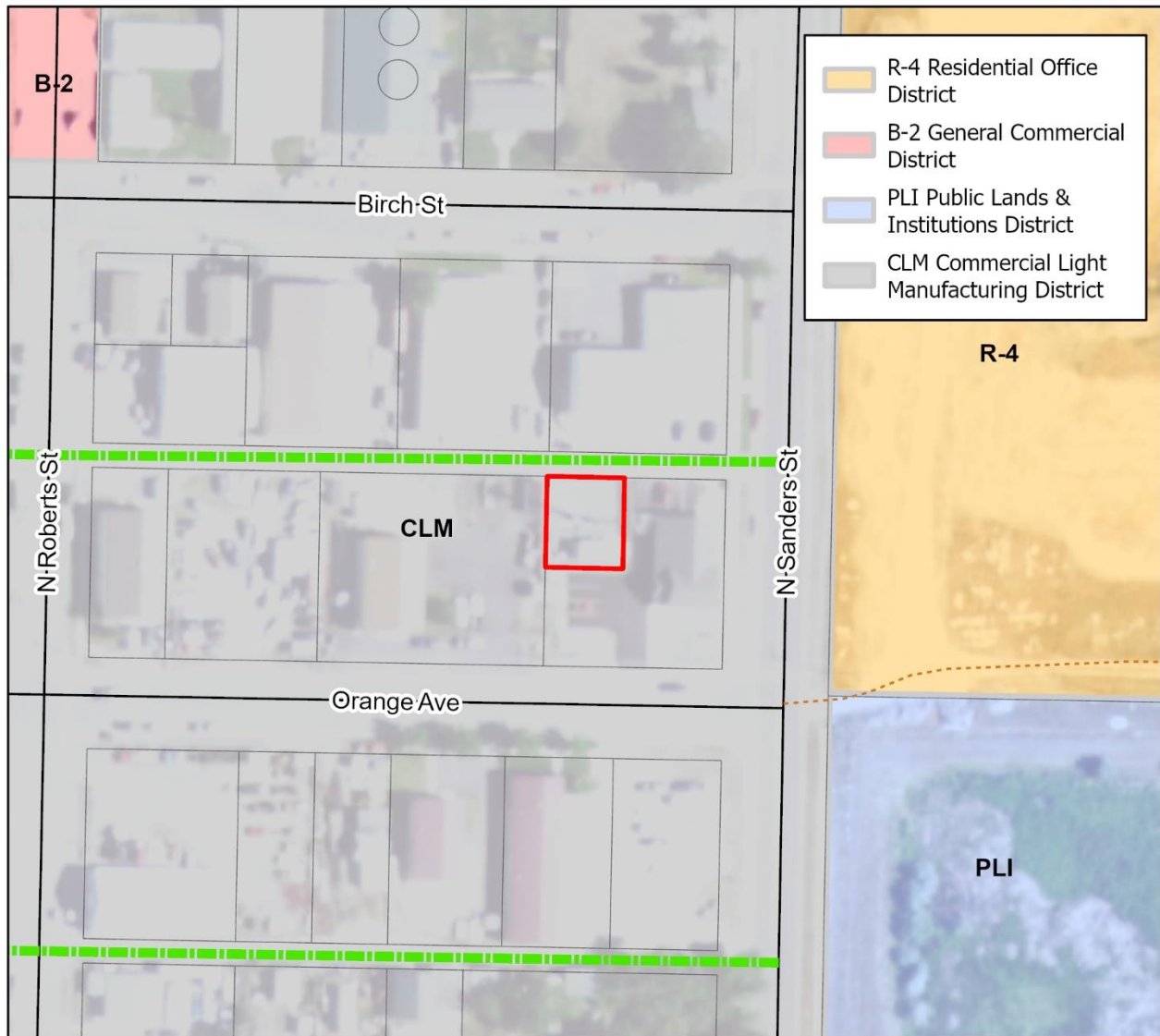
Regards,



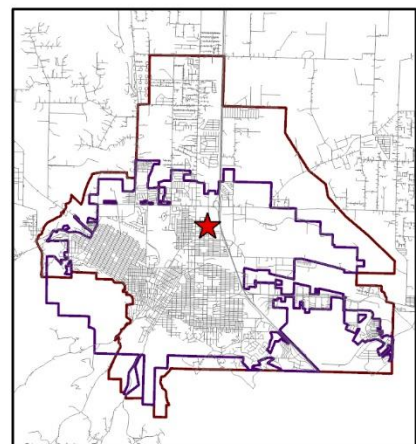
Kyle Holland, Planner II
Community Development Department
City-County Building
316 N. Park Ave, Rm 403
Helena, MT 59623

DRAFT

1414 Orange Avenue Zoning Map



Legal Description:
 HERSHFIELD ADD, S20, T10
 N, R03 W, BLOCK 7, Lot 2A,
 3000 SQUARE FEET, COS





Powder River Development Services, LLC
408 S Eagle Road, Suite 200
Eagle, ID 83616
(208) 938-8844 office
(208) 938-8855 fax
www.powderriverdev.com

January 25, 2024

City of Helena
Building Division
316 N. Park Ave, Room 435
Helena, MT 59623

Subject: **Variance Application**

ATC SITE NUMBER: 412899 CUSTER MT
T-Mobile SITE ID: MT05015A
PROJECT SITE ADDRESS: 1414 ORANGE AVENUE, HELENA, MT 59601
JURISDICTION: City of Helena

Powder River Development Services is representing T-Mobile and American Tower Corporation (ATC) regarding the T-Mobile modification project on an existing wireless communication facility in the City of Helena referenced above. Scope of Work consist of the following:

TOWER WORK:

- INSTALL 29'-0" TOWER EXTENSION
- INSTALL SITEPRO 1 F3P14W PLATFORM MOUNT W/ F3P-HRK14 HANDRAIL KIT
- INSTALL (3) FFW-65C-R3-V1 & (3) AEHC PANEL ANTENNAS
- INSTALL (3) AHLOA & (3) AHFIG RRU'S
- INSTALL (2) HCS 2.0 PENDANT STYLE HYBRID CABLES

GROUND SCOPE OF WORK:

- INSTALL A 12'-0"X10'-0" CONCRETE PAD & 12'-0"X10'-0" ICE CANOPY
- INSTALL (1) HPL3 BATTERY CABINET W/ (4) STRINGS OF BATTERIES & (1) HPL3 POWER CABINET W/ (1) AMIA W/ (2) ASIL, & (4) ABIO PER RFDS, (1) CSR IXRE ROUTER, (1) VOLTAGE BOOSTER W/ (2) AMPLIFIERS, & (1) EXTRA AMPLIFIER
- INSTALL (1) UTILITY H-FRAME W/ (1) 4'X4' HOFFMAN STYLE TELCO BOX, (2) TECH LIGHTS W/ TIMER, (1) PPC W/ CAM-LOK, & (1) 200A METER
- INSTALL AN ICE BRIDGE, (1) GPS ANTENNA, & (2) HCS 2.0 JUNCTION BOXES

The proposed modification will increase the height of the existing 75' Monopole tower to 92.5' Monopole. The modification will not expand the existing fenced compound area.

Attached you will find:

- Project Narrative - Variance Permit Application
- Stamped Structural Evaluation - Stamped Construction Plans
- Deed and Redacted Lease

Once the application has been reviewed, please email with any further documents required and information on what proceeding steps need to be taken regarding variance procedure and issuance.

Respectfully,

Beth Bindner

Beth Bindner - Site Acquisition Agent - (208) 890-8729



BOARD OF ADJUSTMENT VARIANCE APPLICATION

Community Development Department, Planning Division

316 North Park Avenue, Room 445, Helena, MT 59623

406-447-8490; citycommunitydevelopment@helenamt.gov

Date received:

APPLICATION FEE: \$125.00
(PAYABLE TO THE CITY OF HELENA)
ALL FEES ARE NON-REFUNDABLE

PROPERTY OWNER: *Primary Contact?* ☐

Name: American Tower Corporation Primary Number: 208-938-8844
Address: 10 Presidential Ave, Woburn, MA 01810 Other Phone: _____
Email: info@americantower.com

APPLICANT (If different from property owner): *Primary Contact?* ☒

Name: Beth Bindner Primary Number: 208-890-8729
Address: 408 S. Eagle Rd, Ste. 200, Eagle, ID 83616 Other Phone: 208-938-8844
Email: beth.bindner@powderriverdev.com Company: Powder River Development Services

AUTHORIZED REPRESENTATIVE: *Primary Contact?* ☐

Name: Beth Bindner Primary Number: 208-890-8729
Address: 408 S. Eagle Rd, Ste. 200, Eagle, ID 83616 Other Phone: 208-938-8844
Email: beth.bindner@powderriverdev.com Company: Power River Development Services, LLC

Section A: PLEASE PROVIDE THE INFORMATION REQUESTED BELOW.

- ☒ Address of Property 1414 Orange Street Helena MT 59601
Address City State Zip Code
- ☒ Legal Description (Block & Lots, Subdivision, COS#) Hershfield ADD, S20, T10 N, R03 W
Block 7, Lot 2A, 3000 Square Feet, COS #3305614
- ☒ Geocode 05188820209080000
- ☒ The most recent deed for impacted property DEED - 3305615
- ☒ Lot or Parcel Size (square feet) 3000 Square Feet
- ☒ Current and proposed use of structure or property: Cell Tower Collocaton
- ☒ Current Zoning District VAC_U - Vacant Land - Urban
- ☒ Are there other related Land Use Applications being submitted: Yes ☐ No ☒
- ☒ Submit proof of current paid taxes
- ☒ 1 copy of a scaled site plan and supporting data/documents. The site plan must clearly show the existing standard and the proposed variance to the standard.

Section B: INDICATE WHICH VARIANCE(S) IS (ARE) BEING REQUESTED AND THE EXTENT OF THE VARIANCE.

EXAMPLE: [X] Reduce Front Lot Line Setback: *From the required 10 feet to 3 feet.*

Please provide all the information requested in the Application. An incomplete application may delay the review of your request. Please note: "N/A" is not an acceptable answer alone and requires an explanation if used.

Dimensional Criteria:

- ☐ Reduce front lot line setback: _____
- ☐ Front lot line setback #2 (corner lot): _____
- ☐ Reduce garage entrance setback: _____
- ☐ Reduce side lot line setback: _____
- ☐ Reduce rear lot line setback: _____
- ☐ Exceed building height limitation: _____

Lot Coverage/Area Criteria:

- ☐ Lot coverage percentage: _____
- ☐ Front porch lot coverage percentage: _____
- ☐ Lot area per dwelling unit: _____

Landscaping Criteria:

- ☐ Reduce or eliminate landscaping area: _____
- ☐ Reduce or eliminate screening: _____

Parking Criteria:

- ☐ Exceed the maximum parking spaces allowed: _____
- ☐ Reduce the amount of required on-site parking spaces: _____
- ☐ Reduce or eliminate loading berths: _____
- ☐ Reduce or eliminate required bicycle spaces: _____
- ☐ Reduce size of parking space: _____

Sign Criteria:

- ☐ Sign area (square footage): _____
- ☐ Sign height: _____
- ☐ Sign location: _____
- ☐ Number of signs: _____

☒ **Other:** Existing Cell Tower to Exceed
CLM (commercial-Light Manufacturing) Height of 60'

Section C: BOARD OF ADJUSTMENTS VARIANCE REVIEW CRITERIA.

To approve a requested variance for a new building or portion thereof, the Board of Adjustment shall consider the following standards in section 11-5-5 of the Helena City Code and find as follows:

1. The variance will not create a significant risk to the public health, safety, or general welfare;
2. The variance will not significantly reduce or impair the peaceful use of existing property or improvements in the vicinity and the zoning district in which the subject property is located; and
3. Excluding monetary hardship, strict compliance with the provisions of this title would create unnecessary hardship or practical difficulty.

These are the standards your application for variance will be judged on. Your answers in section D should speak to the review criteria.

It is the applicant's burden of proof to show that a variance should be granted. As part of your application, you are required to provide information for each of the following factors including all alternatives considered. Failure to provide adequate responses or requested documentation may result in a returned application.

Section D: EVALUATION FACTORS

1. **Special conditions and circumstances that are unique to the applicant's site, including the size of the property, unusual or extreme topography, or unusual shape of the property.**

If the above condition applies, state the specific factors and provide supporting documentation. For example, if the variance request is due to an abnormal lot configuration, provide a survey of the lot that specifically demonstrates the issue.

The variance is needed because the city's zoning law states that no structure should exceed 60 feet.

The uniqueness of this variance is that the tower already exists and exceeds the 60' structure height limit.

Extending the existing tower, rather than build a new tower, is the least invasive way to provide proper gap in coverage and service. The proposed tower extension would enhance communication between public safety officials and residents.

2. **The height, location, or dimensions of existing structures located on the site or in the vicinity of the site.**

Ex: How is the proposed variance compatible with the other structures located on the site or in the vicinity of the site? On the site plan you provide, please represent accurately and to scale the height, location, and dimensions of existing structures.

The existing tower stands in a commercial light manufacturing corner lot. Although the tower height exceeds the surrounding commercial buildings and warehouses, the extension will create no more of an "eye-sore" than what already exists.

The tower modification will benefit surrounding manufacture, business owners and residents.

3. **Whether there is a prevalence of nonconformities in the vicinity of the site that are similar to the variance requested.**

If so, what are those nonconformities and provide supporting documentation.

NA

4. **The subsequent imposition of zoning restrictions creating nonconforming lots or parcels, and governmental actions beyond the applicant's control.**

Is the need for a variance request a result of government action? For example, the front yard setbacks were increased after construction of the structure, thereby creating the non-conformity. Explain.

NA

5. **Whether a literal interpretation of the provisions of this title would deprive the property owner of rights commonly enjoyed by other properties similarly situated in the same district under the terms of this title.**

For example, would the denial of the variance deny the property owner the right to safe placement of a garage where garages are typical? If so, explain.

NA

6. The extent to which the hardship or difficulty results from the actions of the applicant.

Explain the extent of the circumstances that are creating hardship or difficulty in compliance with the City Code and list alternatives and options considered by the applicant. Provide supporting documentation.

An extension to the tower is necessary provide the necessary coverage to fill significant gaps in T-Mobile's network.

The higher centerline will meet the coverage objectives.

The integrity of adjacent properties within the vicinity would benefit from the enhanced services.

7. Whether granting the variance requested will confer an unreasonable special privilege to the subject property that is not available to other properties similarly located in the same zoning district.

This variance will not confer an unreasonable special privilege as many residents will benefit from the variance.

8. Do you think a rebuttable presumption, as identified in City Code Section 11-5-5(E), should apply to your property, yes or no? For example, do you have an existing non-conforming structure that you wish to rebuild in the same location? If yes, show the original footprint of the building. Provide documentation that proves the existence of the prior nonconformity. Document that the nonconformity can be in compliance with building and fire codes.

The existing cell tower is already nonconforming, exceeding the height of 60', and is in compliance with building and fire codes.

Proceeding the proposed extension add, the tower will remain in compliance with building and fire codes.

9. Provide any additional information you would like the Board to consider.

FCC and the federal government regulate cellphone towers when it comes to health concerns and the proposed tower is well within the necessary safety standards.

IT IS THE POLICY OF THE CITY OF HELENA'S BOARD OF ADJUSTMENT TO NOT ACT ON A PROPOSAL IF THE APPLICANT/PROPERTY OWNER OR REPRESENTATIVE IS NOT PRESENT AT THE BOARD OF ADJUSTMENTS HEARING. CITY STAFF REPRESENT THE CITY AND CANNOT ANSWER QUESTIONS ON BEHALF OF THE APPLICANT AT THE BOARD OF ADJUSTMENT HEARINGS.

I HEREBY CERTIFY AND ACKNOWLEDGE THE STATEMENTS IN THIS APPLICATION AND ANY ATTACHED INFORMATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Please see attached lease. Owner granting American Tower Corp. rights to replace, add equipment and obtain all governmental approvals.

Signed: _____ Date: _____

Property Owner

Applicant: Beth Bindner Date: 1/25/2024

(If different from Owner)

Beth Bindner on behalf of American Tower Corporation and T-Mobile

(Property owner must sign application)

It is recommended that the applicant contact neighbors to inform them of proposal and identify any concerns that the applicant may be able to address.

City Planning Staff represents the City; staff cannot answer questions for the applicant.

RETURN TO:

MAGILL & SON EXCAVATING, INC.
732 CHERRY AVENUE
HELENA, MT 59601

QUIT CLAIM DEED

FOR VALUE RECEIVED:

MAGILL & SON EXCAVATING, INC.

do(es) hereby convey, release, remise and forever quit claim unto

MAGILL & SON EXCAVATING, INC.

732 CHERRY AVENUE
HELENA, MT 59601

The grantees, the following described premises, in LEWIS & CLARK County, Montana, to-wit:

LOTS 1A & 2A OF DOC. NO. 3305614; LOCATED IN THE
NE1/4 OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 3 WEST, P.M. MONTANA,
LEWIS & CLARK COUNTY.

Together with their appurtenances.

DATED:

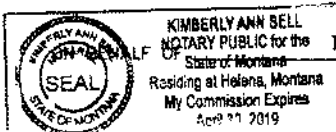
Ronald E. Magill
MAGILL & SON EXCAVATING, INC.

STATE OF MONTANA

COUNTY OF LEWIS & CLARK

THIS INSTRUMENT WAS SIGNED AND SWORN BEFORE ME ON THIS 22 DAY OF May, 2017

BY RONALD E. MAGILL ACTING IN THE CAPACITY OF PRESIDENT
PRINT NAME OF SIGNER



MAGILL & SON EXCAVATING, INC.

Kimberly Ann Sell

Ronald E. Magill For Toby J. Magill
MAGILL & SON EXCAVATING, INC.

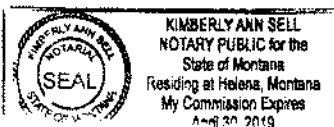
STATE OF MONTANA

COUNTY OF LEWIS & CLARK

THIS INSTRUMENT WAS SIGNED AND SWORN BEFORE ME ON THIS 22 DAY OF May, 2017

BY TOBY J. MAGILL ACTING IN THE CAPACITY OF VICE-PRESIDENT
PRINT NAME OF SIGNER

ON BEHALF OF MAGILL & SON EXCAVATING, INC.



Kimberly Ann Sell

*** Proof of Publication ***

HELENA INDEPENDENT RECORD
2222 Washington St
Helena, MT 59602
Ph: (406) 447-4000

American Towers

10 PRESIDENTIAL WAY
WOBURN MA 01801

ORDER NUMBER 133457

The undersigned, being duly sworn, deposes and says. That she is the principal clerk of The Helena Independent Record, a newspaper of general circulation published daily in the City of Helena, in the County of Lewis & Clark, State of Montana, and has charge of the Advertisements thereof.

Mark below if certification for the State of Montana
I hereby certify that I have read sec. 18-7-204 and 18-7-205, MCA, and subsequent revisions, and declare that the price or rate charged the State of Montana for the publication for which claim is made in printed copy in the amount of \$_____ is not in excess of the minimum rate charged any other advertiser for publication of advertisement, set in the same size type and published for the same number of insertions, further certify that this claim is correct and just in all respects, and that payment of credit has not been received.

STATE OF MONTANA
County of Lewis & Clark

On this day of Nov. 30, 2022 before me, the undersigned, a Notary Public for the State of Montana, personally appeared Connie L. Cox known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Section: Legal

Category: 0701 Legals Helena

PUBLISHED ON: 11/23/2022, 11/30/2022

TOTAL AD COST: 218.20

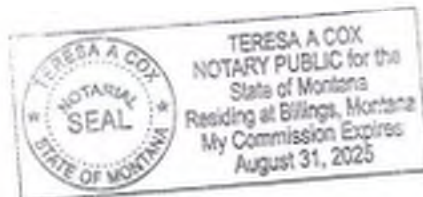
FILED ON: 11/30/2022

NOTARY PUBLIC for the State of Montana
Residing at Billings, MT

My commission expires: 8/31/2025

PUBLIC NOTICE

American Towers LLC is proposing to increase the height of an existing telecommunications tower from 75 ft to 107 ft at 1414 Orange Avenue, Helena, Lewis & Clark County, MT. Tax Parcel Number 05188820209080000. American Towers LLC seeks comments from all interested persons on any potential significant impact the proposed action could have on the quality of the human environment pursuant to 47 C.F.R. Section 1.1307, including potential impacts to historic or cultural resources that are listed or eligible for listing in the National Register of Historic Places. Interested persons may review the project application pending with the Federal Communications Commission (FCC) at www.fcc.gov/asr/applications by entering Form 854 File No. A1231155. Interested persons may comment or raise environmental impact concerns about the proposed action by filing a Request for Environmental Review with the FCC. The FCC strongly encourages all interested parties to make such filings online, following the instructions found at www.fcc.gov/asr/environmentalrequest. Paper filings can be sent to: FCC Requests for Environmental Review, Attn: Ramon Williams, 445 12th Street SW, Washington, DC 20554. The Request must also be sent to American Towers LLC, by e-mailing a copy to enviro.services@americantower.com or mailing a copy to: American Tower, 10 Presidential Way, Woburn, MA 01801 ATTN: Environmental Compliance. Requests or comments should be limited to environmental and historic/cultural resource impact concerns, and must be received on or before December 23, 2022. This invitation to comment is separate from any local planning/zoning process that may apply to this project. November 23, 30, 2022 133457 MNAXLP



SITE NAME: MT5CUSTER

LAND EASEMENT AGREEMENT

ORIGINAL

This Agreement, made this 10th day of Oct, 2003 between Magill & Son Excavating, Inc., a Corporation of Helena, Montana, with its mailing address located at 1410 Orange Avenue, Helena, MT 59601, Tax ID [REDACTED] after designated GRANTOR and Gold Creek Cellular of Gold Creek Cellular of Montana Limited Partnership d/b/a Verizon Wireless, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated GRANTEE. GRANTOR and GRANTEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. EASEMENT AREA. GRANTOR hereby grants an easement to GRANTEE for a portion of that certain parcel of property (the entirety of GRANTOR's property is referred to hereinafter as the "Property"), located as shown on Exhibit "A" attached hereto and made a part hereof, and being described as a 50' by 60' parcel containing 3000 square feet, as shown on the Tax Map of the City of Helena as the north half of Lot 2 in Block 7, in the Hershfield Addition, Lewis and Clark County, State of Montana and being further described in Exhibit A attached hereto and made apart hereof, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a Twenty foot (20') wide right-of-way extending from the nearest public right-of-way, a public alley north of Orange Avenue, to the demised Easement Area, said Easement Area and right-of-way (hereinafter collectively referred to as the "Easement Area") for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

In the event any public utility is unable to use the aforementioned right-of-way, GRANTOR hereby agrees to grant an additional right-of-way either to GRANTEE or to the public utility at no cost to GRANTEE.

2. SURVEY. GRANTOR also hereby grants to GRANTEE the right to survey the Property and the Easement Area, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by GRANTEE.

3. TERM. This Agreement shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time easement fee payments will be due at an annual easement fee of [REDACTED] to be paid in equal monthly installments on the first day of the month, in advance, to Magill & Son Excavating, Inc., or to such other person, firm or place as GRANTOR may, from time to time, designate in writing at least thirty (30) days in advance of any payment date. The Commencement Date is defined as the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date GRANTEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

If permitted by the local utility company servicing the Property, GRANTEE will install a separate meter for the measurement of its electric power and will pay for its own utilities used. If installation of a separate meter is not permitted by the utility, GRANTEE shall pay for its own power consumption used thirty (30) days after receipt of an invoice from GRANTOR indicating the usage amount. GRANTEE shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Easement Area), a temporary power source.

4. EXTENSIONS. This Agreement shall automatically be extended for five (5) additional five (5) year terms unless GRANTEE terminates it at the end of the then current term by giving GRANTOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION FEES. The annual easement fee for the first (1st) five (5) year extension term shall be [REDACTED] the annual easement fee for the second (2nd) five (5) year extension term shall be [REDACTED] the annual easement fee for the third (3rd) five (5) year extension term shall be [REDACTED] the annual easement fee for the fourth (4th) five (5) year extension term shall be [REDACTED] and the annual easement fee for the fifth (5th) five (5) year extension term shall be increased to [REDACTED]

6. ADDITIONAL EXTENSIONS. If at the end of the fifth (5th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual easement fee for each such additional five (5) year term shall be equal to 115% of the annual easement fee payable with respect to the immediately preceding five (5) year term.

7. USE; GOVERNMENTAL APPROVALS. GRANTEE shall use the Easement Area for the purpose of constructing, maintaining and operating a communications facilities and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Easement Area at the discretion of GRANTEE (not including the access easement). All improvements shall be at GRANTEE's expense and the installation of all improvements shall be at the discretion and option of GRANTEE. GRANTEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. GRANTEE will maintain the Easement Area in a good condition reasonable wear and tear excepted. GRANTOR will maintain the Property, excluding the Easement Area, in good condition, reasonable wear and tear excepted. It is understood and agreed that GRANTEE's ability to use the Easement Area is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit GRANTEE use of the Easement Area as set forth above. GRANTOR shall cooperate with GRANTEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by GRANTEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to GRANTEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that GRANTEE in its sole discretion will be unable to use the Easement Area for its intended purposes or GRANTEE determines that the Easement Area is no longer technically compatible for its intended use, GRANTEE shall have the right to terminate this Agreement. Notice of GRANTEE's exercise of its right to terminate shall be given to GRANTOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by GRANTEE. All easement fees paid to said termination date shall be retained by GRANTOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, all the Parties shall have no further obligations including the payment of money, to each other.

8. INDEMNIFICATION. Subject to Paragraph 9 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Easement Area or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

9. INSURANCE. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage,

regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation. GRANTOR and GRANTEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. GRANTOR agrees that GRANTEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy. All policies of insurance covering property damage obtained by either party concerning the Property shall waive the insurer's right of subrogation against the other party. GRANTEE shall list GRANTOR as additional insured on such liability insurance policy. GRANTEE shall provide a certificate of insurance to the GRANTOR as proof of said coverage which shall contain a provision for thirty (30) days notice of cancellation to the GRANTOR.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, and provided GRANTEE is not in default hereunder and shall have paid all easement fees and sums due and payable to GRANTOR by GRANTEE, GRANTEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given GRANTOR.

11. INTERFERENCE. GRANTOR agrees that GRANTOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference the existing equipment of the GRANTEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, GRANTEE shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL UPON TERMINATION. GRANTEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (including footings to a depth of five (5) feet below grade), fixtures and all personal property and otherwise restore the Easement Area to its original condition, reasonable wear and tear and casualty excepted. GRANTOR agrees and acknowledges that all of the equipment, fixtures and personal property of GRANTEE shall remain the personal property of GRANTEE and GRANTEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes GRANTEE to remain on the Easement Area after termination of this Agreement, GRANTEE shall pay an easement fee [REDACTED] until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL. If GRANTOR during the easement term or any extension of the easement term elects to sell all or any portion of the Property, whether separately or as part of the larger parcel of which the Property are a part, GRANTEE shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If GRANTEE fails to meet such bona fide offer within thirty (30) days after the notice thereof from GRANTOR, GRANTOR may sell the Property or portion thereof to such third person in accordance with the terms and conditions of his offer. For purposes of this Paragraph, any transfer, bequest or devise of GRANTOR's interest in the Property as a result of the death of GRANTOR, whether by will or intestate succession, shall not be considered a sale of the Property for which GRANTEE has any right of first refusal.

14. RIGHTS UPON SALE. Should GRANTOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than GRANTEE, such sale shall be under and subject to this Agreement and GRANTEE's rights hereunder, and any sale by GRANTOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of GRANTEE in and to such right-of-way.

15. QUIET ENJOYMENT. GRANTOR covenants that GRANTEE, on paying the easement fee and performing the covenants shall peaceably and quietly have, hold and enjoy the Easement Area.

16. TITLE. GRANTOR covenants that GRANTOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. GRANTOR further covenants that there are no other liens, judgments or impediments of title on the Property or affecting GRANTOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Easement Area by GRANTEE as set forth above.

17. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between GRANTOR and GRANTEE and that no verbal or oral agreements, promises or understandings shall be binding upon either GRANTOR or GRANTEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

18. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State in which the Property is located.

19. ASSIGNMENT. This Agreement may be sold, assigned or transferred by GRANTEE without any approval or consent of GRANTOR to GRANTEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of GRANTEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of GRANTEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of GRANTOR, which such consent will not be unreasonably withheld or delayed. GRANTEE may sublet the Easement Area within its sole discretion, upon notice to GRANTOR. Any sublease that is entered into by GRANTEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

20. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

GRANTOR: Magill & Son Excavating, Inc.
1410 Orange Avenue
Helena, MT 59601
Telephone: [REDACTED]

GRANTEE: Gold Creek Cellular of Montana Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

22. SUBORDINATION AND NON-DISTURBANCE. At GRANTOR's option, this Agreement shall be subordinate to any mortgage or other security interest by GRANTOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of GRANTOR's interest and also GRANTEE's right to remain in occupancy of and have access to the Easement Area as long as GRANTEE is not in default of this Agreement. GRANTEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, GRANTOR immediately after this Agreement is executed, will obtain and furnish to GRANTEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event GRANTOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, GRANTEE, may, at its sole option and without obligation, cure or correct GRANTOR's default and upon doing so, GRANTEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and GRANTEE shall be entitled to deduct and setoff against all easement fees that may otherwise become due under this Agreement the sums paid by GRANTEE to cure or correct such defaults.

23. RECORDING. GRANTOR agrees to execute a Memorandum of this Easement Agreement which GRANTEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Easement is for recording purposes only and bears no reference to commencement of either term or easement fee payments.

24. DEFAULT. In the event there is a default by GRANTEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of an easement fee, GRANTOR shall give GRANTEE written notice of such default. After receipt of such written notice, GRANTEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided GRANTEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and GRANTEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. GRANTOR may not maintain any action or effect any remedies for default against GRANTEE unless and until GRANTEE has failed to cure the same within the time periods provided in this Paragraph.

25. ENVIRONMENTAL.

a. GRANTOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of GRANTEE.

b. GRANTOR shall hold GRANTEE harmless and indemnify GRANTEE from and assume all duties, responsibility and liability at GRANTOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by GRANTEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by GRANTEE.

26. CASUALTY. In the event of damage by fire or other casualty to the Easement Area that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt GRANTEE's operations at the Easement Area for more than forty-five (45) days, then GRANTEE may at any time following such fire or other casualty, provided GRANTOR has not completed the restoration required to permit GRANTEE to resume its operation at the Easement Area, terminate this Easement upon fifteen (15) days written notice to GRANTOR. Any such notice of termination shall cause this Easement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Easement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Easement. Notwithstanding the foregoing, all easement fee shall abate during the period of repair following such fire or other casualty.

27. CONDEMNATION. In the event of any condemnation of the Property, GRANTEE may terminate this Easement upon fifteen (15) days written notice to GRANTOR if such condemnation may reasonably be expected to disrupt GRANTEE's operations at the Easement Area for more than forty-five (45) days. GRANTEE may on its own behalf make a claim in any condemnation proceeding involving the Easement Area for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its easementhold interest). Any such notice of termination shall cause this Easement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Easement and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Easement.

28. SUBMISSION OF EASEMENT. The submission of this Easement for examination does not constitute an offer to easement the Easement Area and this Easement becomes effective only upon the full execution of this Easement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Easement and shall not invalidate the remaining provisions of this Easement. Each of the Parties hereto warrants to the other that the person or persons executing this Easement on behalf of such Party has the full right, power and authority to enter into and execute this Easement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Easement.

29. APPLICABLE LAWS. GRANTEE shall use the Easement Area as may be required or as permitted by applicable laws, rules and regulations. GRANTOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with GRANTEE regarding any compliance required by GRANTEE in respect to its use of the Easement Area.

30. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

31. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

GRANTOR: Magill & Son Excavating, Inc., a Corporation of Helena, Montana

BY: Ronald E. Magill Pres.

BY: Jeff Magill V.P.

GRANTEE: Gold Creek Cellular of Montana Limited Partnership
d/b/a Verizon Wireless

By: Cellular Inc. Network Corporation, Its General Partner

BY: Robert F. Swaine

Robert F. Swaine

Vice President Network - West Area

DATE: 10-10-03

EXHIBITS: Exhibit A - Legal Description/Description of Easement Area

BEM
D.M.

GRANTOR ACKNOWLEDGEMENT

STATE OF Montana)
COUNTY OF Lewis & Clark) ss.

On this 26 day of June, 2003, before me, a Notary Public in and for the State of Montana, personally appeared Ronald E. Maguire personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the of Magill & Son Excavating, Inc., a Corporation of Helena, Montana to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Judy J. Will
NOTARY PUBLIC in and for the State of Montana
residing at Helena
My appointment expires 9/17/2005
Print Name Judy J. Will

GRANTEE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 10th day of October, 2003, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Robert F. Swaine to me known to be an authorized representative of Cellular Inc. Network Corporation, General Partner of Gold Creek Cellular of Montana Limited Partnership d/b/a Verizon Wireless, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Cellular Inc. Network Corporation, General Partner of Gold Creek Cellular of Montana Limited Partnership d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.





Print or Type Name: JANET LOEBS
Notary Public in and for the State of AZ, residing at
MARICOPA COUNTY
My appointment expires: DEC. 24, 2006

EXHIBIT "A"
1 of 2
LEGAL DESCRIPTION

LEGAL DESCRIPTION OF PARENT PARCEL

(As shown on a Commitment for Title Insurance issued by First American Title Company of Helena, Order No. _____
effective date _____ 2002.)

Lot 2 in Block 7 in the HERSHFIELD ADDITION to the City of Helena, Lewis and Clark County, Montana

LEGAL DESCRIPTION OF PROPOSED EASEMENT AREA

(Prepared by Adams & Clark, Inc.)

The north 60 feet of Lot 2 in Block 7 in the HERSHFIELD ADDITION to the City of Helena, Lewis and Clark County, Montana;
Containing 3,000 square feet

LEGAL DESCRIPTION OF PROPOSED UTILITY EASEMENT

(Prepared by Adams & Clark, Inc.)

The south 10 feet of Lot 2 in Block 7 in the HERSHFIELD ADDITION to the City of Helena, Lewis and Clark County, Montana,
EXCEPT the north 60 feet..

Containing 650 square feet

The map depicts a series of land parcels and easements. Key features include:

- Streets:** ROBERT'S STREET (left), SANDERS STREET (right), ORANGE AVENUE (bottom).
- Parcels:** Labeled with numbers 8 through 16. Parcel 7 is specifically labeled "ADDITION".
- Easements:** A "PROPOSED EASEMENT AREA" is shown between parcels 4 and 5.
- Proposed Structures:** Includes a "CENTER OF PROPOSED ANTENNA SUPPORT STRUCTURE" and a "PROPOSED UTILITY CASEMENT".
- Measurements and Bearings:** Various dimensions are provided, such as "N89°56'48\" E", "S67°31'(367.30)\"", and "124.38'(125)\".
- Rebar Locations:** Specific points are marked with rebar details, e.g., "5/8\" REBAR WITH TPC MARKED 'D-MAY 9962 LS'", "1/2\" REBAR WITH NO ID [0.2W]", and "1/2\" SQUARE HEAD IRON PIN [0.1W]".
- Fence Line:** A note indicates "FENCE CORNER IS 0.2' WEST OF PROPERTY LINE" and another says "FENCE CORNER IS 0.2' EAST OF PROPERTY LINE".
- Other Features:** A "PARKING AREA" is located near parcel 15. A "CHAIN LINK FENCE TOPPED WITH 3 STRANDS BARBED WIRE" is mentioned near parcel 5.



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2022-ANM-7581-OE
Prior Study No.
2003-ANM-1161-OE

Issued Date: 11/27/2023

Regulatory
Gold Creek Cellular of Montana Limited Partnership
5055 North Point Pkwy
NP2NE Network Engineering
Alpharetta, GA 30022

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ** (CORRECTION)**

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower CUSTER (433400)
Location:	Helena, MT
Latitude:	46-36-39.20N NAD 83
Longitude:	112-00-56.30W
Heights:	3872 feet site elevation (SE) 92 feet above ground level (AGL) 3964 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does exceed obstruction standards but would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Emissions from this site must be in compliance with the parameters set by collaboration between the FAA and telecommunications companies and reflected in the FAA 5G C band compatibility evaluation process (such as power, frequencies, and tilt angle). Operational use of this frequency band is not objectionable provided the Wireless Providers (WP) obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process. **Failure to comply with this condition will void this determination of no hazard.**

As a condition to this Determination, the structure should continue to be marked/lighted utilizing red lights.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Air Missions (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

See attachment for additional condition(s) or information.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration including increase to heights,

power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study included evaluation of a structure that exists at this time. Action will be taken to ensure aeronautical charts are updated to reflect the most current coordinates, elevation and height as indicated in the case description.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

This determination cancels and supersedes prior determinations issued for this structure.

If we can be of further assistance, please contact our office at (817) 222-5933, or andrew.hollie@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-ANM-7581-OE.

Signature Control No: 554685098-605573723

(EBO)

Andrew Hollie
Specialist

Attachment(s)
Additional Information
Case Description
Frequency Data
Map(s)

cc: FCC

Correcting the marking and lighting requirement.

The FAA recognizes emissions in 3.7-3.98 GHz at this location will result in Electromagnetic Interference (EMI) as described in Airworthiness Directives (AD) 2021-23-12 and 2021-23-13. NAS services including airport and helicopter operations within a radius of 42 NM will be impacted by 5G RF emissions. Operational use of this frequency band is not objectionable provided the Wireless Providers (WP) obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process.

Part 77 authorizes the FAA to evaluate a structure or object's potential electromagnetic effects on air navigation, communication facilities, and other surveillance systems. It also authorizes study of impact on arrival, departure, and en route procedures for aircraft operating under visual or instrument flight rules, as well as the impact on airport traffic capacity at existing public use airports. Broadcast in the 3.7 to 3.98 GHz frequency (5G C band) currently causes errors in certain aircraft radio altimeters and the FAA has determined they cannot be relied upon to perform their intended function when experiencing interference from wireless broadband operations in the 5G C band. The FAA has adopted Airworthiness Directives for all transport and commuter category aircraft equipped with radio altimeters that prohibit certain operations when in the presence of 5G C band.

This determination of no hazard is based upon those mitigations implemented by the FAA and operators of transport and commuter category aircraft, and helicopters operating in the vicinity of your proposed location. It is also based on telecommunication industry and FAA collaboration on acceptable power levels and other parameters as reflected in the FAA 5G C band evaluation process.

The FAA 5G C band compatibility evaluation is a data analytics system used by FAA to evaluate operational hazards related to aircraft design. The FAA 5G C band compatibility evaluation process refers to the process in which the telecommunication companies and the FAA have set parameters, such as power output, locations, frequencies, and tilt angles for antenna that mitigate the hazard to aviation. As the telecommunication companies and FAA refine the tools and methodology, the allowable frequencies and power levels may change in the FAA 5G C band compatibility evaluation process. Therefore, your proposal will not have a substantial adverse effect on the safe and efficient use of the navigable airspace by aircraft provided the equipment and emissions are in compliance with the parameters established through the FAA 5G C band compatibility evaluation process.

Any future changes that are not consistent with the parameters listed in the FAA 5G C band compatibility evaluation process will void this determination of no hazard.

Case Description for ASN 2022-ANM-7581-OE

Proposing to increase the Overall height to 100ft and adding frequencies

Frequency Data for ASN 2022-ANM-7581-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	2000	W
614	698	MHz	1000	W
698	806	MHz	1000	W
806	824	MHz	500	W
806	901	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2310	MHz	2000	W
2305	2360	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W
3700	3980	MHz	1640	W
3700	3980	MHz	3280	W
27500	28350	MHz	75	dBm
29100	29250	MHz	75	dBm
31000	31300	MHz	75	dBm
38600	40000	MHz	75	dBm







Structural Analysis Report

Structure : 92 ft Monopole (Proposed Extension Included)

ATC Asset Name : CUSTER MT

ATC Asset Number : 412899

Engineering Number : 14543324_C3_01

Proposed Carrier : T-MOBILE

Carrier Site Name : MT05015A

Carrier Site Number : MT05015A

Site Location : 1414 ORANGE AVENUE
Helena, MT 59601-0669
46.6109° N, 112.0156° W

County : Lewis and Clark

Date : November 20, 2023

Max Usage : 92%

Analysis Result : Pass - Pending Extension

Created By:

Nathan Lyle
Structural Engineer I

Nathan Lyle



COA: PEL-EF-LIC-1109



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Calculations	Attached



Introduction

The purpose of this report is to summarize results of a structural analysis performed on the 92 ft Monopole tower (Proposed Extension Included) to reflect the change in loading by T-MOBILE.

Supporting Documents

Tower:	EEI Job #60700, dated November 20, 2003
Foundation:	EEI Job #6070, dated November 17, 2003
Geotechnical:	GeoEngineers File #1988-028-00, dated June 9, 2003

Analysis

The tower was analyzed using American Tower Corporation's tower analysis software. This program considers an elastic three-dimensional model and second-order effects per ANSI/TIA-222.

Basic Wind Speed:	106 mph (3-second gust)
Basic Wind Speed w/ Ice:	50 mph (3-second gust) w/ 0.25" radial ice concurrent
Code(s):	ANSI/TIA-222-H / 2021 IBC
Exposure Category:	C
Risk Category:	II
Topographic Factor Procedure:	Method 1
Topographic Category:	1
Spectral Response:	$S_s = 0.48$, $S_i = 0.15$
Site Class:	D - Stiff Soil - Default

Conclusion

Based on the analysis results, the extended structure meets the requirements per the applicable codes listed above. The tower and foundation can support the equipment as described in this report. Extension design details will be provided in a subsequent service.

If you have any questions or require additional information, please reach out to your American Tower contact. If you do not have an American Tower contact and have an Engineering question, please contact Engineering@americantower.com. Please include the American Tower asset name, asset number, and engineering number in the subject line for any questions.



Structure Usages

Structural Component	Usage	Control	Result
Pole Shaft	86.2%	1.2D + 1.0W	Pass
Serviceability Usage	46.8%	1.0D + 1.0W	Pass
Base Plate @ 0.0 ft	62.6%	Rods	Pass
Pier	91.5%	Moment [Soil]	Pass

Maximum Reactions

Foundation	Moment (k-ft)	Axial (k)	Shear (k)
Monopole Base	980.0	19.6	14.0

**Reactions shown reflect the results from the Load Case with maximum Moment*

Structure base reactions were analyzed using available geotechnical and foundation information.



T-MOBILE Final Loading

Elev (ft)	Qty	Equipment	Lines
89.0	3	Nokia AEHC	-
87.0	1	Platform with Handrails	(2) 1.55" (39.5mm) Hybrid
	2	Commscope HELIAX FiberFeed 12 RRU Pendant Connect	
	3	Commscope FFVV-65C-R3-V1	
	3	Nokia AHFIG 70.55 lbs	
	3	Nokia AirScale Dual RRH 4T4R B12/71 240W AHLOA	

Other Existing/Reserved Loading

Elev (ft)	Qty	Equipment	Lines	Carrier
74.0	1	Unused Reserve (19562.5000 sqin)	-	VERIZON WIRELESS
	3	Commscope NHH-65C-R2B		
	3	Commscope NHHSS-65C-R2BT4		
	3	Ericsson AIR 6449 B77D/C-Band		
73.0	1	Platform with Handrails	(2) 1 5/8" Hybriflex	VERIZON WIRELESS
	2	Raycap RVZDC-6627-PF-48		
70.0	3	Ericsson 8843 Rev 2	-	VERIZON WIRELESS
	3	Ericsson Radio 4449 - B13&B5		

(If table breaks across pages, please see previous page for data in merged cells)



Standard Conditions

All engineering services performed by ATC Tower Services LLC are prepared on the basis that the information used is current and correct. This information may consist of, but is not limited to the following:

- Information supplied by the client regarding antenna, mounts, and feed line loading
- Information from drawings, design and analysis documents, and field notes in the possession of ATC Tower Services LLC

It is the responsibility of the client to ensure that the information provided to ATC Tower Services LLC and used in the performance of our engineering services is correct and complete.

All assets of American Tower Corporation, its affiliates, and subsidiaries (collectively "American Tower") are inspected at regular intervals. Based upon these inspections and in the absence of information to the contrary, American Tower assumes that all structures were constructed in accordance with the drawings and specifications.

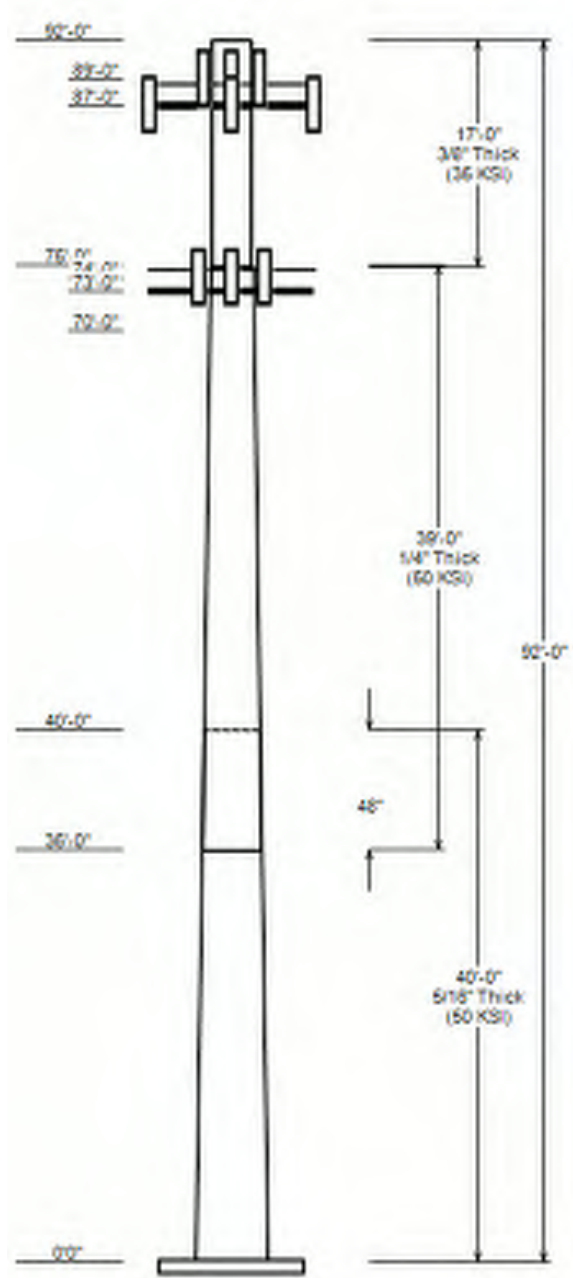
Unless explicitly agreed by both the client and ATC Tower Services LLC, all services will be performed in accordance with the current revision of ANSI/TIA-222.

All services are performed, results obtained, and recommendations made in accordance with generally accepted engineering principles and practices. ATC Tower Services LLC is not responsible for the conclusions, opinions and recommendations made by others based on the information supplied herein.

ANALYSIS PARAMETERS			
Nominal Wind:	106 mph	Ice Wind:	50 mph w/ 0.25" ice
Risk Category:	II	Exposure:	C
Topo Category:	1	Topo Factor:	Method 1
Structure Height:	92 ft	Base Elevation:	0.00 ft
Base Diameter:	32 in	Base Rotation:	0°
Service Wind:	60 mph	S _z :	0.483
		S _t :	0.153
		Topo Feature:	
		Structure Type:	Custom
		Taper:	0.1800 (in/ft)

POLE SECTION PROPERTIES							
Section	Length (ft)	Flat Diameter (in)		Thick (in)	Joint Type	Joint Length (in)	Yield Strength (ksi)
		Top	Bottom				
1	40.000	24.80	32.00	0.312		0.000	50
2	39.000	19.00	26.02	0.250	Slip Joint	48.000	50
3	17.000	18.00	18.00	0.375	Butt Joint	0.000	35

DISCRETE APPURTENANCE		LINEAR APPURTENANCE	
Elev (ft)	Description	Elev To (ft)	Description
89.0	(3) Nokia AEHC	87.0	(2) 1.55" (39.5mm) Hybrid
87.0	(2) Commscope HELIAX FiberFeed 12	73.0	(1) 3/8" Coax
87.0	(3) Nokia AirScale Dual RRH 4T4R B	73.0	(2) 1 5/8" Hybriflex
87.0	(3) Nokia AHFIG 70.55 lbs		
87.0	(3) Commscope FFVV-65C-R3-V1		
87.0	(1) Generic Flat Platform with Han		
74.0	(3) Ericsson AIR 6449 B77D/C-Band		
74.0	(3) Commscope NHHSS-65C-R2BT4		
74.0	(3) Commscope NHH-65C-R2B		
74.0	(1) Unused Reserve (19562.5000 sqi		
73.0	(2) Raycap RVZDC-6627-PF-48		
73.0	(1) Generic Round Platform with Ha		
70.0	(3) Ericsson Radio 4449 - B13&B5		
70.0	(3) Ericsson 8843 Rev 2		



GLOBAL BASE REACTIONS

Load Case	Moment (kip-ft)	Axial (kip)	Shear (kip)
1.2D + 1.0W	979.97	19.65	14.01
0.9D + 1.0W	966.83	14.72	13.99
1.2D + 1.0Di + 1.0Wi	253.39	20.50	3.66
1.2D + 1.0Ev + 1.0Eh	100.43	20.46	1.26
0.9D - 1.0Ev + 1.0Eh	98.25	12.82	1.25
1.0D + 1.0W	278.66	16.40	4.01

ANALYSIS PARAMETERS			
Location:	Lewis and Clark County,MT	Height:	92 ft
Type and Shape:	Custom, Round	Base Diameter:	32.00 in
Manufacturer:	Ehresmann	Top Diameter:	19.00 in
K _d (non-service):	0.95	Taper:	0.1800 in/ft
K _e :	0.87	Rotation:	0.000°

ICE & WIND PARAMETERS			
Risk Category:	II	Design Wind Speed:	106 mph
Exposure Category:	C	Design Wind Speed w/ Ice:	50 mph
Topo Factor Procedure:	Method 1	Design Ice Thickness:	0.25 in
Topographic Category:	1	Service Wind Speed:	60 mph
Crest Height:	0 ft	HMSL:	3872.00 ft

SEISMIC PARAMETERS					
Analysis Method:	Equivalent Lateral Force Method				
Site Class:	D - Stiff Soil	Period Based on Rayleigh Method (sec):		2.05	
T _L (sec):	6	P:	1	C _s :	0.076
S _s :	0.483	S ₁ :	0.153	C _s Max:	0.076
F _a :	1.414	F _v :	2.294	C _s Min:	0.030
S _{ds} :	0.455	S _{d1} :	0.234		

LOAD CASES	
1.2D + 1.0W	106 mph Wind with No Ice
0.9D + 1.0W	106 mph Wind with No Ice (Reduced DL)
1.2D + 1.0Di + 1.0Wi	50 mph Wind with 0.25" Radial Ice
1.2D + 1.0Ev + 1.0Eh	Seismic
0.9D - 1.0Ev + 1.0Eh	Seismic (Reduced DL)
1.0D + 1.0W	60 mph Wind with No Ice

SHAFT SECTION PROPERTIES																			
Section	Length (ft)	Thick (in)	Fy (ksi)	Joint Type	Joint Len (in)	Weight (lb)	Bottom						Top						Taper (in/ft)
							Dia (in)	Elev (ft)	Area (in²)	Ix (in⁴)	W/t Ratio	D/t Ratio	Dia (in)	Elev (ft)	Area (in²)	Ix (in⁴)	W/t Ratio	D/t Ratio	
1-12	40.00	0.3125	50		0.00	3,847	32.00	0.000	31.89	4,086.5	24.76	102.40	24.80	40.00	24.64	1,885.9	18.58	79.36	0.1800
2-12	39.00	0.2500	50	Slip	48.00	2,378	26.02	36.000	20.74	1,758.4	25.21	104.08	19.00	75.00	15.09	677.3	17.68	76.00	0.1800
3-R	17.00	0.3750	35	Butt	0.00	1,201	18.00	75.000	20.76	806.9	0.00	48.00	18.00	92.00	20.76	806.9	0.00	48.00	0.0000

Total Shaft Weight7,426

DISCRETE APPURTENANCE PROPERTIES										
Attach Elev (ft)	Description	Qty	Ka	Vert Ecc (ft)	No Ice			Ice		
					Weight (lb)	EPAA (sf)	Orientation Factor	Weight (lb)	EPAA (sf)	Orientation Factor
89.00	Nokia AEHC	3	0.75	0.000	103.60	6.844	0.62	128.08	7.123	0.62
87.00	Commscope HELIAX FiberFeed 12	2	0.75	0.000	20.00	0.944	0.50	24.52	1.057	0.50
87.00	Nokia AHFIG 70.55 lbs	3	0.75	0.000	70.60	2.763	0.50	80.96	2.948	0.50
87.00	Nokia AirScale Dual RRH 4T4R B	3	0.75	0.000	83.80	2.218	0.50	93.86	2.379	0.50
87.00	Generic Flat Platform with Han	1	1.00	0.000	2500.00	42.400	1.00	2780.63	45.713	1.00
87.00	Commscope FFFV-65C-R3-V1	3	0.75	0.000	124.60	21.113	0.63	189.90	21.701	0.63
74.00	Unused Reserve (19562.5000 sqi	1	1.00	0.000	1396.20	135.851	0.90	1547.46	150.569	0.90
74.00	Commscope NHH-65C-R2B	3	1.00	0.000	51.60	11.389	0.70	87.14	11.891	0.70
74.00	Ericsson AIR 6449 B77D/C-Band	3	1.00	0.000	88.00	4.132	0.70	106.63	4.348	0.70
74.00	Commscope NHHSS-65C-R2BT4	3	1.00	0.000	62.00	11.389	0.70	97.54	11.891	0.70
73.00	Raycap RVZDC-6627-PF-48	2	1.00	0.000	32.00	3.781	0.77	49.01	3.986	0.77
73.00	Generic Round Platform with Ha	1	1.00	0.000	2500.00	27.200	1.00	2751.19	30.991	1.00
70.00	Ericsson 8843 Rev 2	3	1.00	0.000	75.00	1.650	0.50	84.57	1.781	0.50
70.00	Ericsson Radio 4449 - B13&B5	3	1.00	0.000	70.00	1.650	0.50	78.68	1.781	0.50
Totals	Row Count: 14	34			8,687.80			10,068.42		

LINEAR APPURTENANCE PROPERTIES												
Load Case Azimuth (deg): 0.00												
Elev From (ft)	Elev To (ft)	Qty	Description	Diameter (in)	Weight (lb/ft)	Flat	Max/ Row	Distance Between Rows(in)	Distance Between Cols(in)	Azimuth (deg)	Distance From Face (in)	Exposed To Wind Carrier
0.00	87.00	2	1.55" (39.5mm) Hybrid	1.55	0.55	N	0	0	0	0	0	N T-MOBILE
0.00	73.00	2	1 1/8" Hybriflex	1.98	1.3	N	0	0	0	0	0	N VERIZON WIRELESS
0.00	73.00	1	3/8" Coax	0.44	0.08	N	0	0	0	0	0	N Verizon

SEGMENT PROPERTIES												
Seg Top Elev (ft)	Description	(Max Length: 5 ft)	Thick (in)	Flat Dia (in)	Area (in²)	Ix (in⁴)	W/t Ratio	D/t Ratio	F'y (ksi)	S (in³)	Z (in³)	Weight (lb)
0.00			0.3125	32.000	31.886	4,086.50	24.76	102.40	62.3	246.7	0.0	0.0
5.00			0.3125	31.100	30.980	3,748.10	23.99	99.52	62.9	232.8	0.0	534.8
10.00			0.3125	30.200	30.074	3,428.90	23.22	96.64	63	219.3	0.0	519.4
15.00			0.3125	29.300	29.169	3,128.40	22.44	93.76	63	206.3	0.0	504.0
20.00			0.3125	28.400	28.263	2,846.00	21.67	90.88	63	193.6	0.0	488.6
25.00			0.3125	27.500	27.357	2,581.10	20.90	88.00	63	181.3	0.0	473.2
30.00			0.3125	26.600	26.452	2,333.10	20.13	85.12	63	169.4	0.0	457.8
35.00			0.3125	25.700	25.546	2,101.60	19.36	82.24	63	158.0	0.0	442.3
36.00	Bot - Section 2		0.3125	25.520	25.365	2,057.20	19.20	81.66	63	155.7	0.0	86.6
40.00	Top - Section 1		0.2500	25.300	20.165	1,615.10	24.44	101.20	62.6	123.3	0.0	618.7
45.00			0.2500	24.400	19.441	1,447.20	23.47	97.60	63	114.6	0.0	336.9
50.00			0.2500	23.500	18.716	1,291.40	22.51	94.00	63	106.2	0.0	324.6
55.00			0.2500	22.600	17.992	1,147.10	21.54	90.40	63	98.1	0.0	312.3
60.00			0.2500	21.700	17.267	1,014.10	20.58	86.80	63	90.3	0.0	299.9
65.00			0.2500	20.800	16.543	891.70	19.61	83.20	63	82.8	0.0	287.6
70.00			0.2500	19.900	15.818	779.60	18.65	79.60	63	75.7	0.0	275.3
73.00			0.2500	19.360	15.384	717.10	18.07	77.44	63	71.6	0.0	159.3
74.00			0.2500	19.180	15.239	697.00	17.88	76.72	63	70.2	0.0	52.1
75.00	Top - Section 2		0.2500	19.000	15.094	677.30	17.68	76.00	63	68.9	0.0	51.6
75.00	Bot - Section 3		0.3750	18.000	20.764	806.90	0.00	48.00	35	89.7	116.5	

ASSET: 412899, CUSTER MT
CUSTOMER: T-MOBILE

CODE: ANSI/TIA-222-H
PROJECT: 14543324_C3_01

SEGMENT PROPERTIES

Seg Top Elev (ft)	Description <i>(Max Length: 5 ft)</i>	Thick (in)	Flat Dia (in)	Area (in ²)	Ix (in ⁴)	W/t Ratio	D/t Ratio	F'y (ksi)	S (in ³)	Z (in ³)	Weight (lb)
80.00		0.3750	18.000	20.764	806.90	0.00	48.00	35	89.7	116.5	353.3
85.00		0.3750	18.000	20.764	806.90	0.00	48.00	35	89.7	116.5	353.3
87.00		0.3750	18.000	20.764	806.90	0.00	48.00	35	89.7	116.5	141.3
89.00		0.3750	18.000	20.764	806.90	0.00	48.00	35	89.7	116.5	141.3
90.00		0.3750	18.000	20.764	806.90	0.00	48.00	35	89.7	116.5	70.7
92.00		0.3750	18.000	20.764	806.90	0.00	48.00	35	89.7	116.5	141.3

Total: 7,426.2

CALCULATED FORCES

Load Case: 1.2D + 1.0W

106 mph Wind with No Ice

23 Iterations

Gust Response Factor: 1.10
Dead load Factor: 1.20
Wind Load Factor: 1.00

Seg Elev (ft)	Pu FY (-) (kips)	Vu FX (-) (kips)	Tu MY (ft-kips)	Mu MZ (ft-kips)	Mu MX (ft-kips)	Resultant Moment (ft-kips)	Phi Pn (kips)	Phi Vn (kips)	Phi Tn (ft-kips)	Phi Mn (ft-kips)	Total Deflect (in)	Rotation (deg)	Ratio
0.00	-19.65	-14.01	0.00	-980.0	0.00	979.97	1,788.74	430.45	1,286.83	1,153.33	0	0	0.862
5.00	-18.90	-13.83	0.00	-910.0	0.00	909.95	1,753.77	418.23	1,214.79	1,098.35	0.18	-0.33	0.840
10.00	-18.18	-13.66	0.00	-840.8	0.00	840.81	1,705.21	406.00	1,144.83	1,036.40	0.7	-0.66	0.823
15.00	-17.48	-13.48	0.00	-772.5	0.00	772.53	1,653.86	393.78	1,076.94	974.61	1.57	-1	0.804
20.00	-16.80	-13.29	0.00	-705.1	0.00	705.14	1,602.51	381.55	1,011.13	914.72	2.79	-1.33	0.783
25.00	-16.14	-13.09	0.00	-638.7	0.00	638.69	1,551.17	369.33	947.39	856.73	4.37	-1.67	0.757
30.00	-15.50	-12.88	0.00	-573.2	0.00	573.24	1,499.82	357.10	885.73	800.63	6.29	-2	0.728
35.00	-14.91	-12.75	0.00	-508.8	0.00	508.82	1,448.47	344.87	826.14	746.44	8.57	-2.33	0.693
36.00	-14.77	-12.64	0.00	-496.1	0.00	496.07	1,438.20	342.43	814.48	735.83	9.06	-2.4	0.686
40.00	-13.96	-12.43	0.00	-445.5	0.00	445.50	1,135.54	272.23	643.36	578.73	11.19	-2.66	0.784
45.00	-13.48	-12.20	0.00	-383.4	0.00	383.37	1,102.29	262.45	597.97	541.40	14.14	-2.97	0.722
50.00	-13.01	-11.98	0.00	-322.3	0.00	322.34	1,061.21	252.67	554.25	501.60	17.44	-3.32	0.657
55.00	-12.57	-11.76	0.00	-262.4	0.00	262.43	1,020.13	242.89	512.19	463.32	21.09	-3.64	0.581
60.00	-12.15	-11.53	0.00	-203.6	0.00	203.64	979.05	233.11	471.78	426.56	25.06	-3.93	0.492
65.00	-11.76	-11.29	0.00	-146.0	0.00	146.01	937.97	223.33	433.04	391.32	29.31	-4.18	0.388
70.00	-10.89	-10.89	0.00	-89.6	0.00	89.58	896.89	213.55	395.95	357.60	33.79	-4.36	0.265
73.00	-7.69	-9.53	0.00	-56.9	0.00	56.89	872.25	207.68	374.50	338.09	36.56	-4.44	0.179
74.00	-5.67	-3.76	0.00	-47.4	0.00	47.36	864.03	205.72	367.48	331.71	37.49	-4.46	0.150
75.00	-5.61	-3.67	0.00	-43.6	0.00	43.60	855.82	203.77	360.53	325.39	38.43	-4.48	0.141
75.00	-5.61	-3.67	0.00	-43.6	0.00	43.60	654.06	196.22	304.05	305.83	38.43	-4.48	0.151
80.00	-5.19	-3.50	0.00	-25.3	0.00	25.27	654.06	196.22	304.05	305.83	43.16	-4.56	0.091
85.00	-4.77	-3.36	0.00	-7.8	0.00	7.79	654.06	196.22	304.05	305.83	47.94	-4.58	0.033
87.00	-0.76	-0.46	0.00	-1.1	0.00	1.06	654.06	196.22	304.05	305.83	49.86	-4.59	0.005
89.00	-0.25	-0.07	0.00	-0.2	0.00	0.15	654.06	196.22	304.05	305.83	51.78	-4.59	0.001
90.00	-0.17	-0.04	0.00	-0.1	0.00	0.07	654.06	196.22	304.05	305.83	52.74	-4.59	0.000
92.00	0.00	-0.02	0.00	0.0	0.00	0.00	654.06	196.22	304.05	305.83	54.66	-4.59	0.000

CALCULATED FORCES

Load Case: 0.9D + 1.0W

106 mph Wind with No Ice (Reduced DL)

23 Iterations

Gust Response Factor: 1.10
 Dead Load Factor: 0.90
 Wind Load Factor: 1.00

Seg Elev (ft)	Pu FY (-) (kips)	Vu FX (-) (kips)	Tu MY (ft-kips)	Mu MZ (ft-kips)	Mu MX (ft-kips)	Resultant Moment (ft-kips)	Phi Pn (kips)	Phi Vn (kips)	Phi Tn (ft-kips)	Phi Mn (ft-kips)	Total Deflect (in)	Rotation (deg)	Ratio
0.00	-14.72	-13.99	0.00	-966.8	0.00	966.83	1,788.74	430.45	1,286.83	1,153.33	0	0	0.848
5.00	-14.15	-13.79	0.00	-896.9	0.00	896.88	1,753.77	418.23	1,214.79	1,098.35	0.17	-0.32	0.826
10.00	-13.59	-13.59	0.00	-827.9	0.00	827.94	1,705.21	406.00	1,144.83	1,036.40	0.69	-0.65	0.808
15.00	-13.05	-13.38	0.00	-760.0	0.00	760.02	1,653.86	393.78	1,076.94	974.61	1.55	-0.98	0.789
20.00	-12.52	-13.17	0.00	-693.1	0.00	693.10	1,602.51	381.55	1,011.13	914.72	2.75	-1.31	0.767
25.00	-12.01	-12.95	0.00	-627.2	0.00	627.24	1,551.17	369.33	947.39	856.73	4.3	-1.64	0.741
30.00	-11.52	-12.73	0.00	-562.5	0.00	562.47	1,499.82	357.10	885.73	800.63	6.2	-1.97	0.711
35.00	-11.07	-12.58	0.00	-498.8	0.00	498.85	1,448.47	344.87	826.14	746.44	8.44	-2.29	0.677
36.00	-10.95	-12.47	0.00	-486.3	0.00	486.27	1,438.20	342.43	814.48	735.83	8.92	-2.36	0.670
40.00	-10.34	-12.24	0.00	-436.4	0.00	436.40	1,135.54	272.23	643.36	578.73	11.01	-2.61	0.765
45.00	-9.96	-12.00	0.00	-375.2	0.00	375.21	1,102.29	262.45	597.97	541.40	13.91	-2.92	0.704
50.00	-9.60	-11.76	0.00	-315.2	0.00	315.21	1,061.21	252.67	554.25	501.60	17.15	-3.26	0.640
55.00	-9.26	-11.53	0.00	-256.4	0.00	256.38	1,020.13	242.89	512.19	463.32	20.74	-3.57	0.565
60.00	-8.94	-11.28	0.00	-198.8	0.00	198.76	979.05	233.11	471.78	426.56	24.64	-3.86	0.477
65.00	-8.64	-11.04	0.00	-142.3	0.00	142.33	937.97	223.33	433.04	391.32	28.81	-4.1	0.375
70.00	-7.99	-10.66	0.00	-87.1	0.00	87.13	896.89	213.55	395.95	357.60	33.2	-4.28	0.255
73.00	-5.61	-9.36	0.00	-55.2	0.00	55.15	872.25	207.68	374.50	338.09	35.91	-4.36	0.172
74.00	-4.19	-3.64	0.00	-45.8	0.00	45.80	864.03	205.72	367.48	331.71	36.83	-4.38	0.143
75.00	-4.15	-3.54	0.00	-42.2	0.00	42.16	855.82	203.77	360.53	325.39	37.75	-4.4	0.135
75.00	-4.15	-3.54	0.00	-42.2	0.00	42.16	654.06	196.22	304.05	305.83	37.75	-4.4	0.145
80.00	-3.84	-3.38	0.00	-24.4	0.00	24.43	654.06	196.22	304.05	305.83	42.39	-4.47	0.086
85.00	-3.52	-3.26	0.00	-7.5	0.00	7.53	654.06	196.22	304.05	305.83	47.07	-4.49	0.030
87.00	-0.56	-0.44	0.00	-1.0	0.00	1.01	654.06	196.22	304.05	305.83	48.96	-4.5	0.004
89.00	-0.19	-0.07	0.00	-0.1	0.00	0.13	654.06	196.22	304.05	305.83	50.84	-4.5	0.001
90.00	-0.13	-0.03	0.00	-0.1	0.00	0.06	654.06	196.22	304.05	305.83	51.78	-4.5	0.000
92.00	0.00	-0.02	0.00	0.0	0.00	0.00	654.06	196.22	304.05	305.83	53.66	-4.5	0.000

CALCULATED FORCES

Load Case: 1.2D + 1.0Di + 1.0Wi 50 mph Wind with 0.25" Radial Ice 22 Iterations
Gust Response Factor: 1.10 Ice Dead Load Factor 1.00
Dead load Factor: 1.20 Ice Importance Factor 1.00
Wind Load Factor: 1.00

Seg Elev (ft)	Pu FY (-) (kips)	Vu FX (-) (kips)	Tu MY (ft-kips)	Mu MZ (ft-kips)	Mu MX (ft-kips)	Resultant Moment (ft-kips)	Phi Pn (kips)	Phi Vn (kips)	Phi Tn (ft-kips)	Phi Mn (ft-kips)	Total Deflect (in)	Rotation (deg)	Ratio
0.00	-20.50	-3.66	0.00	-253.4	0.00	253.39	1,788.74	430.45	1,286.83	1,153.33	0	0	0.231
5.00	-19.79	-3.61	0.00	-235.1	0.00	235.07	1,753.77	418.23	1,214.79	1,098.35	0.05	-0.09	0.225
10.00	-19.10	-3.56	0.00	-217.0	0.00	217.01	1,705.21	406.00	1,144.83	1,036.40	0.18	-0.17	0.221
15.00	-18.42	-3.51	0.00	-199.2	0.00	199.21	1,653.86	393.78	1,076.94	974.61	0.41	-0.26	0.216
20.00	-17.77	-3.45	0.00	-181.7	0.00	181.66	1,602.51	381.55	1,011.13	914.72	0.72	-0.34	0.210
25.00	-17.13	-3.40	0.00	-164.4	0.00	164.39	1,551.17	369.33	947.39	856.73	1.13	-0.43	0.203
30.00	-16.51	-3.34	0.00	-147.4	0.00	147.40	1,499.82	357.10	885.73	800.63	1.62	-0.52	0.195
35.00	-15.91	-3.30	0.00	-130.7	0.00	130.72	1,448.47	344.87	826.14	746.44	2.21	-0.6	0.186
36.00	-15.79	-3.27	0.00	-127.4	0.00	127.43	1,438.20	342.43	814.48	735.83	2.34	-0.62	0.184
40.00	-15.00	-3.20	0.00	-114.4	0.00	114.36	1,135.54	272.23	643.36	578.73	2.89	-0.69	0.211
45.00	-14.52	-3.14	0.00	-98.3	0.00	98.34	1,102.29	262.45	597.97	541.40	3.65	-0.77	0.195
50.00	-14.07	-3.08	0.00	-82.6	0.00	82.64	1,061.21	252.67	554.25	501.60	4.5	-0.85	0.178
55.00	-13.63	-3.01	0.00	-67.3	0.00	67.27	1,020.13	242.89	512.19	463.32	5.44	-0.94	0.159
60.00	-13.21	-2.94	0.00	-52.2	0.00	52.22	979.05	233.11	471.78	426.56	6.46	-1.01	0.136
65.00	-12.80	-2.87	0.00	-37.5	0.00	37.51	937.97	223.33	433.04	391.32	7.55	-1.07	0.110
70.00	-11.89	-2.77	0.00	-23.1	0.00	23.14	896.89	213.55	395.95	357.60	8.71	-1.12	0.078
73.00	-8.57	-2.42	0.00	-14.8	0.00	14.84	872.25	207.68	374.50	338.09	9.42	-1.14	0.054
74.00	-6.09	-1.01	0.00	-12.4	0.00	12.42	864.03	205.72	367.48	331.71	9.66	-1.15	0.045
75.00	-6.02	-0.97	0.00	-11.4	0.00	11.41	855.82	203.77	360.53	325.39	9.9	-1.15	0.042
75.00	-6.02	-0.97	0.00	-11.4	0.00	11.41	654.06	196.22	304.05	305.83	9.9	-1.15	0.047
80.00	-5.57	-0.90	0.00	-6.5	0.00	6.54	654.06	196.22	304.05	305.83	11.12	-1.17	0.030
85.00	-5.11	-0.85	0.00	-2.0	0.00	2.03	654.06	196.22	304.05	305.83	12.35	-1.18	0.014
87.00	-0.83	-0.14	0.00	-0.3	0.00	0.34	654.06	196.22	304.05	305.83	12.85	-1.18	0.002
89.00	-0.27	-0.04	0.00	-0.1	0.00	0.07	654.06	196.22	304.05	305.83	13.34	-1.18	0.001
90.00	-0.18	-0.02	0.00	-0.0	0.00	0.03	654.06	196.22	304.05	305.83	13.59	-1.18	0.000
92.00	0.00	-0.01	0.00	0.0	0.00	0.00	654.06	196.22	304.05	305.83	14.08	-1.18	0.000

CALCULATED FORCES

Load Case: 1.0D + 1.0W

60 mph Wind with No Ice

22 Iterations

Gust Response Factor: 1.10
 Dead load Factor: 1.00
 Wind Load Factor: 1.00

Seg Elev (ft)	Pu FY (-) (kips)	Vu FX (-) (kips)	Tu MY (ft-kips)	Mu MZ (ft-kips)	Mu MX (ft-kips)	Resultant Moment (ft-kips)	Phi Pn (kips)	Phi Vn (kips)	Phi Tn (ft-kips)	Phi Mn (ft-kips)	Total Deflect (in)	Rotation (deg)	Ratio
0.00	-16.40	-4.01	0.00	-278.7	0.00	278.66	1,788.74	430.45	1,286.83	1,153.33	0	0	0.251
5.00	-15.84	-3.96	0.00	-258.6	0.00	258.61	1,753.77	418.23	1,214.79	1,098.35	0.05	-0.09	0.245
10.00	-15.30	-3.90	0.00	-238.8	0.00	238.83	1,705.21	406.00	1,144.83	1,036.40	0.2	-0.19	0.240
15.00	-14.77	-3.85	0.00	-219.3	0.00	219.32	1,653.86	393.78	1,076.94	974.61	0.45	-0.28	0.234
20.00	-14.26	-3.79	0.00	-200.1	0.00	200.09	1,602.51	381.55	1,011.13	914.72	0.79	-0.38	0.228
25.00	-13.76	-3.73	0.00	-181.2	0.00	181.15	1,551.17	369.33	947.39	856.73	1.24	-0.47	0.220
30.00	-13.28	-3.66	0.00	-162.5	0.00	162.52	1,499.82	357.10	885.73	800.63	1.79	-0.57	0.212
35.00	-12.81	-3.62	0.00	-144.2	0.00	144.19	1,448.47	344.87	826.14	746.44	2.43	-0.66	0.202
36.00	-12.72	-3.59	0.00	-140.6	0.00	140.57	1,438.20	342.43	814.48	735.83	2.57	-0.68	0.200
40.00	-12.08	-3.53	0.00	-126.2	0.00	126.19	1,135.54	272.23	643.36	578.73	3.18	-0.75	0.229
45.00	-11.72	-3.46	0.00	-108.6	0.00	108.55	1,102.29	262.45	597.97	541.40	4.02	-0.84	0.211
50.00	-11.37	-3.40	0.00	-91.2	0.00	91.23	1,061.21	252.67	554.25	501.60	4.95	-0.94	0.193
55.00	-11.04	-3.33	0.00	-74.2	0.00	74.23	1,020.13	242.89	512.19	463.32	5.99	-1.03	0.171
60.00	-10.72	-3.26	0.00	-57.6	0.00	57.57	979.05	233.11	471.78	426.56	7.12	-1.11	0.146
65.00	-10.41	-3.20	0.00	-41.2	0.00	41.25	937.97	223.33	433.04	391.32	8.32	-1.18	0.117
70.00	-9.68	-3.09	0.00	-25.3	0.00	25.27	896.89	213.55	395.95	357.60	9.59	-1.24	0.082
73.00	-6.95	-2.71	0.00	-16.0	0.00	16.02	872.25	207.68	374.50	338.09	10.38	-1.26	0.056
74.00	-4.93	-1.06	0.00	-13.3	0.00	13.31	864.03	205.72	367.48	331.71	10.64	-1.27	0.046
75.00	-4.88	-1.03	0.00	-12.2	0.00	12.25	855.82	203.77	360.53	325.39	10.91	-1.27	0.043
75.00	-4.88	-1.03	0.00	-12.2	0.00	12.25	654.06	196.22	304.05	305.83	10.91	-1.27	0.048
80.00	-4.52	-0.98	0.00	-7.1	0.00	7.10	654.06	196.22	304.05	305.83	12.25	-1.29	0.030
85.00	-4.16	-0.95	0.00	-2.2	0.00	2.19	654.06	196.22	304.05	305.83	13.61	-1.3	0.014
87.00	-0.66	-0.13	0.00	-0.3	0.00	0.30	654.06	196.22	304.05	305.83	14.15	-1.3	0.002
89.00	-0.21	-0.02	0.00	-0.0	0.00	0.04	654.06	196.22	304.05	305.83	14.69	-1.3	0.000
90.00	-0.14	-0.01	0.00	-0.0	0.00	0.02	654.06	196.22	304.05	305.83	14.97	-1.3	0.000
92.00	0.00	-0.01	0.00	0.0	0.00	0.00	654.06	196.22	304.05	305.83	15.51	-1.3	0.000

EQUIVALENT LATERAL FORCES METHOD ANALYSIS

(Based on ASCE7-16 Chapters 11, 12 and 15)

Spectral Response Acceleration for Short Period (S_S):	0.483
Spectral Response Acceleration at 1.0 Second Period (S_1):	0.153
Long-Period Transition Period (T_L – Seconds):	6
Importance Factor (I_e):	1.000
Site Coefficient F_a :	1.414
Site Coefficient F_v :	2.294
Response Modification Coefficient (R):	1.500
Design Spectral Response Acceleration at Short Period (S_{ds}):	0.455
Design Spectral Response Acceleration at 1.0 Second Period (S_{d1}):	0.234
Seismic Response Coefficient (C_s):	0.076
Upper Limit C_s :	0.076
Lower Limit C_s :	0.030
Period based on Rayleigh Method (sec):	2.050
Redundancy Factor (p):	1.000
Seismic Force Distribution Exponent (k):	1.770
Total Unfactored Dead Load:	16.410 k
Seismic Base Shear (E):	1.250 k

SEISMIC FORCES

1.2D + 1.0Ev + 1.0Eh	Seismic	Height Above Base (ft)	Weight (lb)	W_z (lb-ft)	C_{vx}	Horizontal Force (lb)	Vertical Force (lb)
Segment							
24		91	141	421	0.015	19	182
23		89.5	71	204	0.007	9	91
22		88	141	396	0.014	18	182
21		86	144	386	0.014	18	185
20		82.5	359	898	0.033	41	463
19		77.5	359	803	0.029	37	463
18		74.5	53	110	0.004	5	68
17		73.5	53	108	0.004	5	69
16		71.5	171	331	0.012	15	220
15		67.5	294	516	0.019	24	380
14		62.5	307	469	0.017	21	396
13		57.5	319	421	0.015	19	412
12		52.5	331	372	0.014	17	428
11		47.5	343	323	0.012	15	443
10		42.5	356	275	0.010	13	459
9		38	634	401	0.015	18	818
8		35.5	90	51	0.002	2	117
7		32.5	461	221	0.008	10	595
6		27.5	477	170	0.006	8	615
5		22.5	492	123	0.004	6	635
4		17.5	507	81	0.003	4	655
3		12.5	523	46	0.002	2	675
2		7.5	538	19	0.001	1	695
1		2.5	554	3	0.000	0	715
Nokia AEHC		89	311	889	0.032	41	401
Commscope HELIAX FiberFeed 12 RRU Pendant Connect		87	40	110	0.004	5	52
Nokia AirScale Dual RRH 4T4R B12/71 240W AHLOA		87	251	691	0.025	32	325
Nokia AHFIG 70.55 lbs		87	212	582	0.021	27	273
Commscope FFVV-65C-R3-V1		87	374	1,027	0.038	47	483
Generic Flat Platform with Handrails		87	2,500	6,872	0.251	313	3,228
Ericsson AIR 6449 B77D/C-Band		74	264	545	0.020	25	341
Commscope NHH-65C-R2B		74	155	319	0.012	15	200
Commscope NHHSS-65C-R2BT4		74	186	384	0.014	17	240
Unused Reserve (19562.5000 sqin)		74	1,396	2,880	0.105	131	1,803
Raycap RVZDC-6627-PF-48		73	64	129	0.005	6	83
Generic Round Platform with Handrails		73	2,500	5,034	0.184	230	3,228
Ericsson Radio 4449 - B13&B5		70	210	393	0.014	18	271

SEISMIC FORCES

1.2D + 1.0Ev + 1.0Eh

Seismic

Segment	Height Above Base (ft)	Weight (lb)	W _z (lb-ft)	C _{vx}	Horizontal Force (lb)	Vertical Force (lb)
Ericsson 8843 Rev 2	70	225	421	0.015	19	290
Totals:		16,405	27,424	1.000	1,251	21,180

SEISMIC FORCES

0.9D - 1.0Ev + 1.0Eh

Seismic (Reduced DL)

Segment	Height Above Base (ft)	Weight (lb)	W _z (lb-ft)	C _{vx}	Horizontal Force (lb)	Vertical Force (lb)
24	91	141	421	0.015	19	114
23	89.5	71	204	0.007	9	57
22	88	141	396	0.014	18	114
21	86	144	386	0.014	18	116
20	82.5	359	898	0.033	41	290
19	77.5	359	803	0.029	37	290
18	74.5	53	110	0.004	5	43
17	73.5	53	108	0.004	5	43
16	71.5	171	331	0.012	15	138
15	67.5	294	516	0.019	24	238
14	62.5	307	469	0.017	21	248
13	57.5	319	421	0.015	19	258
12	52.5	331	372	0.014	17	268
11	47.5	343	323	0.012	15	278
10	42.5	356	275	0.010	13	288
9	38	634	401	0.015	18	513
8	35.5	90	51	0.002	2	73
7	32.5	461	221	0.008	10	373
6	27.5	477	170	0.006	8	386
5	22.5	492	123	0.004	6	398
4	17.5	507	81	0.003	4	411
3	12.5	523	46	0.002	2	423
2	7.5	538	19	0.001	1	435
1	2.5	554	3	0.000	0	448
Nokia AEHC	89	311	889	0.032	41	251
Commscope HELIAX FiberFeed 12 RRU Pendant Connect	87	40	110	0.004	5	32
Nokia AirScale Dual RRH 4T4R B12/71 240W AHLOA	87	251	691	0.025	32	203
Nokia AHFIG 70.55 lbs	87	212	582	0.021	27	171
Commscope FFVV-65C-R3-V1	87	374	1,027	0.038	47	302
Generic Flat Platform with Handrails	87	2,500	6,872	0.251	313	2,022
Ericsson AIR 6449 B77D/C-Band	74	264	545	0.020	25	214
Commscope NHH-65C-R2B	74	155	319	0.012	15	125
Commscope NHHSS-65C-R2BT4	74	186	384	0.014	17	150
Unused Reserve (19562.5000 sqin)	74	1,396	2,880	0.105	131	1,129
Raycap RVZDC-6627-PF-48	73	64	129	0.005	6	52
Generic Round Platform with Handrails	73	2,500	5,034	0.184	230	2,022
Ericsson Radio 4449 - B13&B5	70	210	393	0.014	18	170
Ericsson 8843 Rev 2	70	225	421	0.015	19	182
Totals:		16,405	27,424	1.000	1,251	13,271

1.2D + 1.0Ev + 1.0Eh

Seismic

CALCULATED FORCES

Seg Elev (ft)	Pu FY (-) (kips)	Vu FX (-) (kips)	Tu MY (ft-kips)	Mu MZ (fr-kips)	Mu Mx (ft-kips)	Resultant Moment (ft-kips)	Phi Pn (kips)	Phi Vn (kips)	Phi Tn (kips)	Phi Mn (kips)	Total Deflect (in)	Rotation (deg)	Ratio
0.00	-20.46	-1.26	0.00	-100.43	0.00	100.43	1,788.74	430.45	1,287	1,153.33	0.00	0.00	0.10
5.00	-19.77	-1.27	0.00	-94.15	0.00	94.15	1,753.77	418.23	1,215	1,098.35	0.02	-0.03	0.10
10.00	-19.09	-1.28	0.00	-87.82	0.00	87.82	1,705.21	406.00	1,145	1,036.40	0.07	-0.07	0.10
15.00	-18.44	-1.28	0.00	-81.45	0.00	81.45	1,653.86	393.78	1,077	974.61	0.16	-0.10	0.10
20.00	-17.80	-1.29	0.00	-75.04	0.00	75.04	1,602.51	381.55	1,011	914.72	0.29	-0.14	0.09
25.00	-17.18	-1.29	0.00	-68.61	0.00	68.61	1,551.17	369.33	947	856.73	0.45	-0.17	0.09
30.00	-16.59	-1.29	0.00	-62.17	0.00	62.17	1,499.82	357.10	886	800.63	0.66	-0.21	0.09
35.00	-16.47	-1.29	0.00	-55.74	0.00	55.74	1,448.47	344.87	826	746.44	0.90	-0.25	0.09

CALCULATED FORCES

Seg Elev (ft)	Pu FY (-) (kips)	Vu FX (-) (kips)	Tu MY (ft-kips)	Mu MZ (fr-kips)	Mu Mx (ft-kips)	Resultant Moment (ft-kips)	Phi Pn (kips)	Phi Vn (kips)	Phi Tn (kips)	Phi Mn (kips)	Total Deflect (in)	Rotation (deg)	Ratio
36.00	-15.65	-1.27	0.00	-54.45	0.00	54.45	1,438.20	342.43	814	735.83	0.95	-0.25	0.09
40.00	-15.19	-1.27	0.00	-49.37	0.00	49.37	1,135.54	272.23	643	578.73	1.18	-0.28	0.10
45.00	-14.75	-1.26	0.00	-43.04	0.00	43.04	1,102.29	262.45	598	541.40	1.49	-0.32	0.09
50.00	-14.32	-1.25	0.00	-36.74	0.00	36.74	1,061.21	252.67	554	501.60	1.85	-0.36	0.09
55.00	-13.91	-1.24	0.00	-30.50	0.00	30.50	1,020.13	242.89	512	463.32	2.24	-0.39	0.08
60.00	-13.51	-1.22	0.00	-24.32	0.00	24.32	979.05	233.11	472	426.56	2.67	-0.43	0.07
65.00	-13.13	-1.20	0.00	-18.23	0.00	18.23	937.97	223.33	433	391.32	3.14	-0.46	0.06
70.00	-12.35	-1.14	0.00	-12.23	0.00	12.23	896.89	213.55	396	357.60	3.63	-0.48	0.05
73.00	-8.97	-0.88	0.00	-8.80	0.00	8.80	872.25	207.68	374	338.09	3.94	-0.49	0.04
74.00	-6.32	-0.66	0.00	-7.93	0.00	7.93	864.03	205.72	367	331.71	4.04	-0.50	0.03
75.00	-5.86	-0.62	0.00	-7.27	0.00	7.27	654.06	196.22	304	305.83	4.15	-0.50	0.03
75.00	-5.86	-0.62	0.00	-7.27	0.00	7.27	855.82	203.77	361	325.39	4.15	-0.50	0.03
80.00	-5.40	-0.58	0.00	-4.17	0.00	4.17	654.06	196.22	304	305.83	4.68	-0.51	0.02
85.00	-5.21	-0.56	0.00	-1.28	0.00	1.28	654.06	196.22	304	305.83	5.22	-0.52	0.01
87.00	-0.67	-0.07	0.00	-0.17	0.00	0.17	654.06	196.22	304	305.83	5.43	-0.52	0.00
89.00	-0.18	-0.02	0.00	-0.02	0.00	0.02	654.06	196.22	304	305.83	5.65	-0.52	0.00
90.00	0.00	0.00	0.00	0.00	0.00	0.00	654.06	196.22	304	305.83	5.76	-0.52	0.00
92.00	0.00	0.00	0.00	0.00	0.00	0.00	654.06	196.22	304	305.83	5.97	-0.52	0.00

0.9D - 1.0Ev + 1.0Eh

Seismic (Reduced DL)

CALCULATED FORCES

Seg Elev (ft)	Pu FY (-) (kips)	Vu FX (-) (kips)	Tu MY (ft-kips)	Mu MZ (fr-kips)	Mu Mx (ft-kips)	Resultant Moment (ft-kips)	Phi Pn (kips)	Phi Vn (kips)	Phi Tn (kips)	Phi Mn (kips)	Total Deflect (in)	Rotation (deg)	Ratio
0.00	-12.82	-1.25	0.00	-98.25	0.00	98.25	1,788.74	430.45	1,287	1,153.33	0.00	0.00	0.09
5.00	-12.39	-1.26	0.00	-91.98	0.00	91.98	1,753.77	418.23	1,215	1,098.35	0.02	-0.03	0.09
10.00	-11.96	-1.26	0.00	-85.68	0.00	85.68	1,705.21	406.00	1,145	1,036.40	0.07	-0.07	0.09
15.00	-11.55	-1.27	0.00	-79.36	0.00	79.36	1,653.86	393.78	1,077	974.61	0.16	-0.10	0.09
20.00	-11.15	-1.27	0.00	-73.03	0.00	73.03	1,602.51	381.55	1,011	914.72	0.28	-0.14	0.09
25.00	-10.77	-1.26	0.00	-66.69	0.00	66.69	1,551.17	369.33	947	856.73	0.44	-0.17	0.09
30.00	-10.39	-1.26	0.00	-60.37	0.00	60.37	1,499.82	357.10	886	800.63	0.64	-0.21	0.08
35.00	-10.32	-1.26	0.00	-54.07	0.00	54.07	1,448.47	344.87	826	746.44	0.88	-0.24	0.08
36.00	-9.81	-1.24	0.00	-52.81	0.00	52.81	1,438.20	342.43	814	735.83	0.93	-0.25	0.08
40.00	-9.52	-1.24	0.00	-47.83	0.00	47.83	1,135.54	272.23	643	578.73	1.15	-0.28	0.09
45.00	-9.24	-1.22	0.00	-41.66	0.00	41.66	1,102.29	262.45	598	541.40	1.45	-0.31	0.09
50.00	-8.97	-1.21	0.00	-35.53	0.00	35.53	1,061.21	252.67	554	501.60	1.80	-0.35	0.08
55.00	-8.71	-1.20	0.00	-29.47	0.00	29.47	1,020.13	242.89	512	463.32	2.18	-0.38	0.07
60.00	-8.46	-1.18	0.00	-23.49	0.00	23.49	979.05	233.11	472	426.56	2.60	-0.42	0.06
65.00	-8.23	-1.16	0.00	-17.60	0.00	17.60	937.97	223.33	433	391.32	3.05	-0.44	0.05
70.00	-7.74	-1.10	0.00	-11.82	0.00	11.82	896.89	213.55	396	357.60	3.53	-0.47	0.04
73.00	-5.62	-0.85	0.00	-8.51	0.00	8.51	872.25	207.68	374	338.09	3.83	-0.48	0.03
74.00	-3.96	-0.64	0.00	-7.67	0.00	7.67	864.03	205.72	367	331.71	3.93	-0.48	0.03
75.00	-3.67	-0.60	0.00	-7.03	0.00	7.03	654.06	196.22	304	305.83	4.03	-0.49	0.03
75.00	-3.67	-0.60	0.00	-7.03	0.00	7.03	855.82	203.77	361	325.39	4.03	-0.49	0.03
80.00	-3.38	-0.56	0.00	-4.03	0.00	4.03	654.06	196.22	304	305.83	4.55	-0.50	0.02
85.00	-3.26	-0.54	0.00	-1.24	0.00	1.24	654.06	196.22	304	305.83	5.07	-0.50	0.01
87.00	-0.42	-0.07	0.00	-0.16	0.00	0.16	654.06	196.22	304	305.83	5.28	-0.50	0.00
89.00	-0.11	-0.02	0.00	-0.02	0.00	0.02	654.06	196.22	304	305.83	5.49	-0.50	0.00
90.00	0.00	0.00	0.00	0.00	0.00	0.00	654.06	196.22	304	305.83	5.60	-0.50	0.00
92.00	0.00	0.00	0.00	0.00	0.00	0.00	654.06	196.22	304	305.83	5.81	-0.50	0.00

ANALYSIS SUMMARY

Load Case	Base Reactions						Max Usage	
	Shear FX (kips)	Shear FZ (kips)	Axial FY (kips)	Moment MX (ft-kips)	Moment MY (ft-kips)	Moment MZ (ft-kips)	Elev (ft)	Interaction Ratio
1.2D + 1.0W	14.01	0.00	19.65	0.00	0.00	979.97	0.00	0.86
0.9D + 1.0W	13.99	0.00	14.72	0.00	0.00	966.83	0.00	0.85
1.2D + 1.0Di + 1.0Wi	3.66	0.00	20.50	0.00	0.00	253.39	0.00	0.23
1.2D + 1.0Ev + 1.0Eh	1.29	0.00	20.46	0.00	0.00	100.43	40.00	0.1
0.9D - 1.0Ev + 1.0Eh	1.27	0.00	12.82	0.00	0.00	98.25	0.00	0.09
1.0D + 1.0W	4.01	0.00	16.40	0.00	0.00	278.66	0.00	0.25

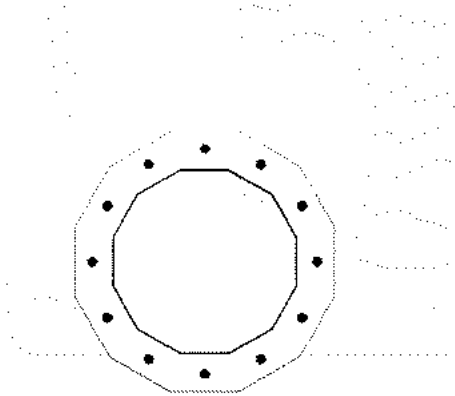
BASE PLATE ANALYSIS @ 0 FT

APPLIED REACTIONS

Moment (k-ft)	Axial (k)	Shear (k)
979.97	19.65	14.01

PLATE PARAMETERS (ID# 27422)

Width:	45	in
Shape:	12	
Thickness:	1.5	in
Grade:	A572-50	
Yield Strength:	50	ksi
Tensile Strength:	65	ksi
Rod Detail Type:	d	
Clear Distance	3.25	in
Base Weld Size:	0.125	in
Orientation Offset:	15	°
Analysis Type:	Plastic	
Neutral Axis:	45	°



ANCHOR ROD PARAMETERS

Class	Arrangement	Quantity	Diameter (in)	Circle (in)	Grade	F _y (ksi)	F _u (ksi)	Spacing (in)	Offset (°)
Original [ID#28138]	Radial	12	1.75	39	A615-75	75	100	-	-

COMPONENT PROPERTIES

Component	ID	Gross Area (in ²)	Net Area (in ²)	Individual Inertia (in ⁴)	Moment of Inertia (in ⁴)	Threads/in
Pole	32"ø x 0.3125" (12 Sides)	30.7550	-	-	3861.13	-
Bolt Group	Original (12) 1.75"ø	2.4053	1.8995	0.2871	3890.82	5.0

REACTION DISTRIBUTION

Component	ID	Moment M _u (k-ft)	Axial Load P _u (k)	Shear V _u (k)	Moment Factor
Pole	32"ø x 0.3125" (12 Sides)	980.0	19.65	14.01	1.000
Bolt Group	Original (12) 1.75"ø	980.0	-	14.01	1.000

BASE PLATE BEND LINE ANALYSIS @ 0 FT

POLE PROPERTIES					PLATE PROPERTIES		
Flat-to-Flat Diameter:	32.12	in	Flat Width:	8.608	in	Neutral Axis:	45°
Point-to-Point Diameter:	33.26	in	Flat Radians:	0.524	rad	Bend Line Limits:	1.793 to 2.919 rad
Orientation Offset:	15	°					
Bend Line	Chord Length (in)	Additional Length (in)	Section Modulus (in ³)	Applied Moment M _u (k-in)	Moment Capacity ΦM _n (k-in)	Flexure Result M _u /ΦM _n	
Flats	26.527	0.00	14.922	369.8	671.5	55.1%	✓
Corners	25.092	0.00	14.114	251.9	635.1	39.7%	✓
Circumferential	32.178	0.00	18.100	382.8	814.5	47.0%	✓

PLASTIC ANCHOR ROD ANALYSIS

Class	Group Quantity	Rod Diameter (in)	Applied Axial Load P _u (k)	Applied Shear Load V _u (k)	Compressive Capacity ΦP _n (k)	Interaction Result
Original	12	1.75	85.6	1.8	142.5	62.6% ✓

PIER FOUNDATION ANALYSIS

GLOBAL REACTIONS

Moment (k-ft)	Axial (k)	Shear (k)
979.97	19.65	14.01

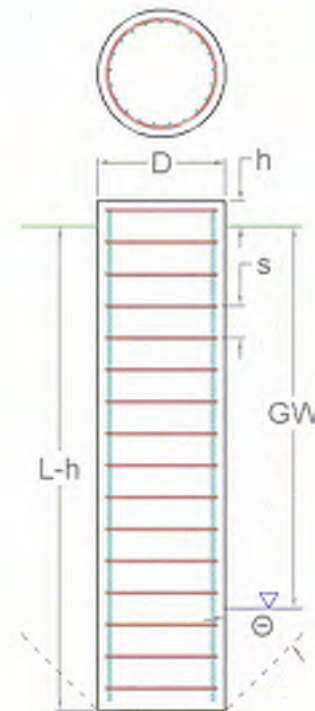
FOUNDATION PARAMETERS

Pier Diameter:	D	5.00	ft
Pier Embedment Depth:	L-h	16.0	ft
Pier Height above Grade:	h	0.50	ft
Concrete Compressive Strength:		3,000	psi
Vertical Rebar:		(15) #8 bars [60 ksi]	
Tie Rebar:	s	#4 bars @ 12.0" c/c [40 ksi]	
Rebar Clear Cover:		3.00	in

SOIL PARAMETERS

Water Table Depth [BGL]:	GW	21	ft
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Layer Depth (ft)	Unit Weight	Cohesion	Friction Angle	Ultimate Skin Friction	Ultimate Net Bearing
Top	Bottom	pcf	°	psf	psf
0	3	110	0	0	0
3	5	110	29	0	0
5	7	110	29	400	0
7	12	110	0	550	0
12	17	110	29	850	7,400



SOIL STRENGTH ANALYSIS

Volume of Concrete (ft³)	Buoyant Weight of Concrete (k)	Skin Friction Resistance (k)	Inflection Point [BGL] (ft)
323.98	48.60	109.17	10.89

SOIL MOMENT ANALYSIS

Total Lateral Resistance (k)	Moment at Inflection Point, M_u (k-ft)	Additional Resistance (k-ft)	Nominal Moment Capacity, ΦM_n (k-ft)	Soil Moment Usage, $M_u / \Phi M_n$
577.86	1,139.50	0.00	1,245.82	91.5%

SOIL COMPRESSION ANALYSIS

Compressive Bearing Resistance (k)	Compressive Force, P_u (k)	Additional Resistance (k)	Nominal Compressive Capacity, ΦP_n (k)	Soil Compressive Usage, $P_u / \Phi P_n$
145.30	34.73	0.00	190.85	18.2%

REINFORCING STEEL STRENGTH ANALYSIS

Rebar Cage Diameter (in)	Steel Elastic Modulus, E (ksi)	Strength Bending/Tension Reduction Factor, Φ_b	Strength Shear Reduction Factor, Φ_v	Strength Compression Reduction Factor, Φ_c
52	29,000	0.9	0.75	0.65

PIER REINFORCING MOMENT ANALYSIS

Design Moment, M_u (k-ft)	Nominal Moment Capacity, $\Phi_b M_n$ (k-ft)	Bending Reinforcement Ratio	Pier Rebar Flexure Usage, $M_u / \Phi_b M_n$
990.85	1,183.87	0.00	83.7%



PIER REINFORCING COMPRESSION ANALYSIS

Buoyant Weight of Concrete (k)	Design Compression, P_u (k)	Nominal Compressive Capacity, $\Phi_p P_n$ (k)	Pier Rebar Compressive Usage, $P_u / \Phi_p P_n$
48.60	34.73	4,103.18	0.8%



PIER REINFORCING SHEAR ANALYSIS

Design Shear, V_u (k)	Nominal Shear Capacity, $\Phi_v V_n$ (k)	Pier Rebar Shear Usage, $V_u / \Phi_v V_n$
172.11	281.10	61.2%





T-MOBILE SITE NUMBER: MT05015A
T-MOBILE SITE NAME: ORANGE ST HELENA - ATC
SITE TYPE: MONOPOLE
TOWER HEIGHT: 92'-0"
T-MOBILE PROJECT: NSD, ANCHOR
MT05015A_Orange St Helena - ATC_NSD_FCD_Infinigy_01.23.24

ATC SITE:
SITE ADDRESS:
COUNTY:
JURISDICTION:
LAT: 46° 36' 39.2" N
412899
1414 ORANGE STREET
HELENA, MT 59601
LEWIS AND CLARK
CITY OF HELENA
LONG: 112° 00' 56.3" W



T-MOBILE SITE:
MT05015A
ORANGE ST HELENA - ATC

ATC SITE:
412899
ORANGE ST HELENA - ATC

1414 ORANGE STREET
HELENA, MT 59601
LEWIS AND CLARK COUNTY

92'-0" MONOPOLE

DRAWINGS ISSUED FOR:

REV.	DATE	DRAWN	DESCRIPTION	QA/QC
A	07/11/22	RCD	PRELIMINARY REVIEW	WJR
0	10/18/22	WJR	100% CONSTRUCTION	TT
1	01/23/24	CS	100% CONSTRUCTION	ZN

SITE INFORMATION

PROPERTY INFORMATION:
SITE ADDRESS: 1414 ORANGE STREET
HELENA, MT 59601
COUNTY: LEWIS AND CLARK
LATITUDE (NAD83): 46° 36' 39.2" N (46.61088900°)
LONGITUDE (NAD83): 112° 00' 56.3" W (-112.01563900°)
GROUND ELEVATION (NAVD88): ±3871" AMSL
JURISDICTION: CITY OF HELENA
APN: 05188820209080000
ZONING: VAC_U-VACANT LAND_URBAN
OCCUPANCY CLASSIFICATION: U
LEGAL DESCRIPTION: SEE SHEET A-1

CONSTRUCTION INFORMATION:
AREA OF CONSTRUCTION: ±150 SQ. FT.
TYPE OF CONSTRUCTION: V-B
PROPOSED USE: UNMANNED TELECOMMUNICATIONS FACILITY
HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

PROPERTY OWNER:
COMPANY: MAGILL & SON EXCAVATING INC
ADDRESS: 1401 WAUKESHA AVE
CITY, STATE, ZIP: HELENA, MT 59601

TOWER OPERATOR:
COMPANY: AMERICAN TOWER CORPORATION
ADDRESS: 10 PRESIDENTIAL WAY
CITY, STATE, ZIP: WOBURN, MA 01801

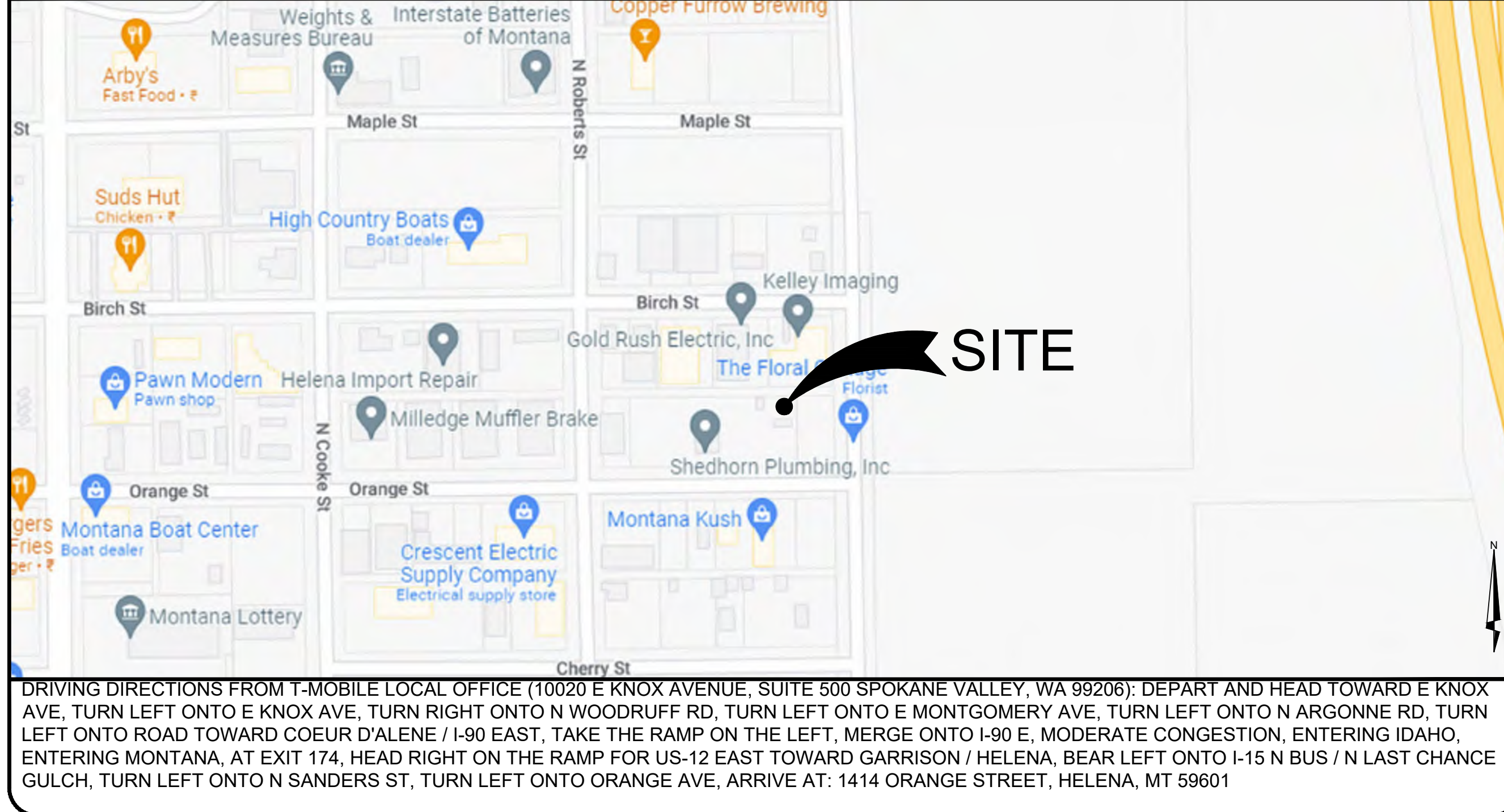
T-MOBILE NSD PM:
COMPANY: T-MOBILE
ADDRESS: 10020 E KNOX AVE, SUITE 500
CITY, STATE, ZIP: SPOKANE VALLEY, WA 99206
CONTACT: KEVIN EREAUX
E-MAIL: kevin.ereaux1@t-mobile.com

SHEET INDEX

SHEET	DESCRIPTION
T-1	TITLE SHEET
T-2	SPECIFICATIONS & NOTES
T-3	SPECIFICATIONS & NOTES
A-1	OVERALL SITE PLAN
A-2	ENLARGED SITE PLANS
A-3	WEST ELEVATIONS
A-4	ANTENNA PLAN & RF SCHEDULE
A-4.1	RF PLUMBING DIAGRAM
A-5	EQUIPMENT DETAILS
A-6	EQUIPMENT DETAILS
A-6.1	EQUIPMENT DETAILS
A-6.2	EQUIPMENT DETAILS
A-7	EQUIPMENT DETAILS
A-8	EQUIPMENT DETAILS
A-9	CONSTRUCTION DETAILS
E-1	UTILITY ROUTING PLAN & DETAILS
E-1.1	ELECTRICAL DIAGRAMS
E-1.2	ELECTRICAL DIAGRAMS
G-1	SCHEMATIC GROUNDING PLANS & NOTES
G-2	GROUNDING DETAILS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

VICINITY MAP



PROJECT DESCRIPTION

T-MOBILE PROPOSES TO COLLOCATE ON AN EXISTING UNMANNED TELECOMMUNICATIONS FACILITY AS FOLLOWS:
TOWER SCOPE OF WORK:
• INSTALL 29'-0" TOWER EXTENSION (BY OTHERS)
• INSTALL SITEPRO 1 F3P14W PLATFORM MOUNT W/ F3P-HRK14 HANDRAIL KIT
• INSTALL (3) FFVV-65C-R3-V1 & (3) AEHC PANEL ANTENNAS
• INSTALL (3) AHLOA & (3) AHFIG RRU'S
• INSTALL (2) HCS 2.0 PENDANT STYLE HYBRID CABLES
GROUND SCOPE OF WORK:
• INSTALL A 12'-0"x10'-0" CONCRETE PAD & 12'-0"x10'-0" ICE CANOPY
• INSTALL (1) HPL3 BATTERY CABINET W/ (4) STRINGS OF BATTERIES & (1) HPL3 POWER CABINET W/ (1) AMIA W/ (2) ASIL, & (4) ABIO PER RFDS, (1) CSR IXRE ROUTER, (1) VOLTAGE BOOSTER W/ (2) AMPLIFIERS, & (1) EXTRA AMPLIFIER
• INSTALL (1) UTILITY H-FRAME W/ (1) 4'X4' HOFFMAN STYLE TELCO BOX, (2) TECH LIGHTS W/ TIMER, (1) PPC W/ CAM-LOK, & (1) 200A METER
• INSTALL AN ICE BRIDGE, (1) GPS ANTENNA, & (2) HCS 2.0 JUNCTION BOXES
DESIGN IS BASED ON: ATC APPLICATION ID 14112404, REV. #0
RFDS VERSION 1, DATED 4/12/2022 (CONFIG. 56790EZ_SR_T, 56790EZ_SR_T)
THESE PLANS HAVE BEEN DEVELOPED FOR THE CONSTRUCTION OF AN UNMANNED TELECOMMUNICATIONS FACILITY OWNED OR LEASED BY T-MOBILE IN ACCORDANCE WITH THE PROVIDED SCOPE OF WORK, INCORPORATED IN THE PLANS BY INFINIGY. THESE PLANS ARE NOT FOR CONSTRUCTION UNLESS STAMPED & SIGNED, & ACCOMPANIED BY A PASSING STRUCTURAL STABILITY ANALYSIS FOR THE STRUCTURE AND MOUNT PREPARED BY A LICENSED PROFESSIONAL ENGINEER.

CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THESE CODES.

- 2021 INTERNATIONAL BUILDING CODE
- 2021 INTERNATIONAL EXISTING BUILDING CODE
- 2021 INTERNATIONAL MECHANICAL CODE
- 2021 INTERNATIONAL FIRE CODE
- 2021 UNIFORM PLUMBING CODE
- 2020 NATIONAL ELECTRICAL CODE
- 2021 INTERNATIONAL FUEL GAS CODE
- ANSI/TIA-222-H OR LATEST EDITION
- ASCE 7-16
- NFPA 780 - LIGHTNING PROTECTION CODE
- ANY OTHER NATIONAL OR LOCAL APPLICABLE CODES, MOST RECENT EDITION
- LOCAL AMENDMENTS TO THE ABOVE, WHERE APPLICABLE
- CITY/COUNTY ORDINANCES
- LIFE SAFETY CODE NFPA-101



PROJECT TEAM

ARCHITECTURAL & ENGINEERING:
COMPANY: INFINIGY ENGINEERING, PLLC
CONTACT: ZACHARY NESGODA
E-MAIL: znesgoda@infinigy.com

SITE ACQUISITION:
COMPANY: HOSS CONSULTING
CONTACT: MIKE SHARLOW
PHONE: (970) 485-2996
EMAIL: ms@hossconsulting.com

PLANNING APPLICANT:
COMPANY: POWDER RIVER DEV
CONTACT: CAMERON COLGAN
PHONE: (208) 871-0773
E-MAIL: cameron.colgan@powderriverdev.com

ATC PROJECT MANAGER:
COMPANY: AMERICAN TOWER CORPORATION
CONTACT: TIFFANY PRETTY
PHONE: (949) 447-2303
E-MAIL: tiffany.pretty@americantower.com

APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS & AUTHORIZE THE SUBCONTRACTOR TO PROCEED WITH CONSTRUCTION AS DESCRIBED HEREIN. ALL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT & ANY CHANGES OR MODIFICATIONS THEY MAY IMPOSE.

APPROVAL:	SIGNATURE:	DATE:
PROJECT MANAGER		
SITE ACQUISITION		
CONSTRUCTION MANAGER		
SITE OWNER		
T-MOBILE	RF ENGINEER	
	DEVELOPMENT MANAGER	
	CONSTRUCTION MANAGER	
	OPS MANAGER	
	REGULATORY REVIEW	
	PROJECT MANAGER	



SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

T-1

REVISION:

1

A. GENERAL					C. COATING SYSTEM SPECIFICATIONS				
1. ALL PAINT PRODUCT LINES SHALL BE SHERWIN WILLIAMS UNLESS SPECIFICALLY NOTED OTHERWISE BY T-MOBILE.					1. DTM ACRYLIC COATING (SERIES B66) BY SHERWIN WILLIAMS CO. 1MIL DFT PER COAT APPLIED IN TWO COATS OVER DTM BONDING PRIMER (B66A50).				
2. CONTRACTOR SHALL PREPARE ALL SURFACES AND APPLY ALL FINISHES PER LATEST EDITION OF MANUFACTURER'S SPECIFICATIONS.					2. 100% ACRYLIC, LATEX COATING EQUIVALENT TO A-100 (SERIES A-82) BY SHERWIN WILLIAMS CO. 1 MIL DFT PER COAT APPLIED IN TWO COATS OVER SPECIFIED PRIMER.				
3. COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS REGARDING SUFFICIENT DRYING TIME BETWEEN COATS WITH PROVISIONS AS RECOMMENDED BY MANUFACTURER FOR EXISTING WEATHER CONDITIONS.					D. PAINT & PRIMER				
4. FINISH COLOR AND TEXTURE OF ALL PAINTED SURFACES SHALL MATCH EXISTING ADJACENT SURFACES UNLESS OTHERWISE NOTED BY T-MOBILE.					ANTENNAS <ul style="list-style-type: none">PRIMER: KEM AQUA E61-W525TOPCOAT: COROTHANE II B65W200/B60V22				
5. ALL PAINT MATERIAL DATA SHEETS SHALL BE PROVIDED TO THE T-MOBILE CONSTRUCTION MANAGER.					BTS CABINET <ul style="list-style-type: none">PRIMER: KEM AQUA E61-W525TOPCOAT: COROTHANE II B65W200/B60V22				
6. PREPARE PREVIOUSLY PAINTED SURFACE BY LIGHT SANDING WITH 400 GRIT SANDPAPER AND NON-HYDROCARBON WASH. PREPARE GALVANIZED SURFACES BY ACID ETCH OR SOLVENT CLEANING IN ACCORDANCE WITH SSPC-SP1.					COAXIAL JUMPER CABLES <ul style="list-style-type: none">PRIMER: AS REQUIRED FOR ADHESION. APPLY ONE COAT OF KEM AQUA WATER REDUCIBLE PRIMER E61W25 REDUCED 25%TOPCOAT: 2 COATS COROTHANE II POLYURETHANE B65W200/B60V2				
7. FURNISH DROP CLOTHS, SHIELDS, MASKING AND OTHER PROTECTIVE METHODS TO PREVENT SPRAY OR DROPPINGS FROM DAMAGING ADJACENT SURFACES AND FACILITIES.					RAW STEEL <ul style="list-style-type: none">PRIMER: KEM BOND HS B50WZ4, DMT ACRYLIC PRIMERTOPCOAT: 2 COATS COROTHANE II POLYURETHANE B65W200/B60V2				
8. APPLY PAINT BY AIRLESS SPRAY, SANDING LIGHTLY BETWEEN EACH SUCCEEDING ENAMEL COAT ON FLAT SURFACES. APPLY MATERIAL TO ACHIEVE A COATING NO THINNER THAN THE DRY FILM THICKNESS INDICATED.					GALVANIZED METAL <ul style="list-style-type: none">ACID ETCH WITH COMMERCIAL ETCH OR VINEGAR PRIMER COAT AND FINISH COAT (GALVITE HIGH SOLIDS OR DTM PRIMER/FINISH)				
9. APPLY BLOCK FILTER TO CONCRETE BLOCK CONSTRUCTION AND ENSURE COMPLETE COVERAGE WITH PORES COMPLETELY FILLED.					STAINLESS STEEL <ul style="list-style-type: none">PRIMER: OTM WASH PRIMER, B71Y1TOPCOAT: 2 COATS COROTHANE II POLYURETHANE B65W200/B60V2				
10. CONTRACTOR SHALL CORRECT RUNS, SAGS, MISSES AND OTHER DEFECTS INCLUDING INADEQUATE COVERAGE AS DIRECTED BY THE T-MOBILE CONSTRUCTION MANAGER. REPAINT AS NECESSARY TO ACHIEVE SURFACES THAT ARE SMOOTH, EVENLY COATED WITH UNIFORM SHEEN AND FREE FROM BLEMISHES.					PRE-PRIMED STEEL <ul style="list-style-type: none">TOUCH UP ANY RUST OR UN-PRIMED STEEL WITH KEM BOND HS, S50WZ4				
B. PAINTING SCOPE					ALUMINUM & COPPER <ul style="list-style-type: none">PRIMER: DTM WASH PRIMER, B71Y1TOPCOAT: 2 COATS COROTHANE II POLYURETHANE B65W200/B60V2				
1. PAINT THE FOLLOWING MATERIALS AND SYSTEMS CHECKED BELOW WITH THE COATING SYSTEM INDICATED.					CONCRETE MASONRY <ul style="list-style-type: none">PRIMER: PRO MAR EXTERIOR BLOCK FILLERTOPCOAT: 2 COATS A-100 LATEX HOUSE & TRIM, SHEEN TO MATCH				
					CONCRETE STUCCO (EXISTING) <ul style="list-style-type: none">2 COATS A-100 LATEX HOUSE & TRIM, SHEEN TO MATCH				
					STUCCO <ul style="list-style-type: none">PRIMER: PRO MAR MASONRY CONDITIONER B-46-W21000TOPCOAT: SUPERPAINT A-80 SERIES A-89 SATIN A-84 GLOSS				
					WOOD <ul style="list-style-type: none">PRIMER: A-100 EXTERIOR ALKYD WOO9D PRIMER Y-24W20TOPCOAT: 2 COATS A-100 LATEX HOUSE & TRIM SHEEN TO MATCH ADJACENT SURFACES				
					8. EXISTING ELEVATIONS AND LOCATIONS SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION. IF THEY DIFFER FROM THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE T-MOBILE CONSTRUCTION MANAGER AND THE ARCHITECT SO THAT MODIFICATIONS CAN BE MADE BEFORE PROCEEDING WITH THE WORK.				
					9. THE CONTRACTOR SHALL VERIFY ALL TELEPHONE & RADIO EQUIPMENT LAYOUTS, SPECIFICATIONS, PERFORMANCE, INSTALLATION AND FINAL LOCATIONS WITH T-MOBILE CONSTRUCTION MANAGER PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL WORK WITH ERICSSON RADIO SYSTEMS.				
					10. ALL SYMBOLS & ABBREVIATIONS USED ON THESE DRAWINGS ARE CONSIDERED CONSTRUCTION STANDARDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING THEIR EXACT MEANING, THE T-MOBILE CONSTRUCTION MANAGER AND THE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK.				
					11. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS, LICENSES AND INSPECTIONS NECESSARY FOR PERFORMANCE OF THE WORK AND INCLUDE THOSE IN THE COST OF THE WORK TO T-MOBILE.				
					12. THE CONTRACTOR SHALL PROVIDE CONTINUOUS SUPERVISION AND DIRECT ALL WORK WHILE ANY SUBCONTRACTORS OR WORKERS ARE ONSITE, USING HIS OR HER BEST SKILL AND ATTENTION. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES, SEQUENCES, AND COORDINATION OF ALL PORTIONS OF THE CONTRACTED WORK.				
					13. WORKMANSHIP THROUGHOUT SHALL BE OF THE BEST QUALITY OF THE TRADE INVOLVED, AND SHALL MEET OR EXCEED THE FOLLOWING MINIMUM REFERENCE STANDARDS FOR QUALITY AND PROFESSIONAL CONSTRUCTION PRACTICE:				
					NRCA - NATIONAL ROOFING CONTRACTORS ASSOCIATION O'HARE INTERNATIONAL CENTER 10255 W HIGGINS RD, SUITE 600 ROSEMONT, IL 60018-5607				
					SMACNA - SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION 4201 LAFAYETTE CENTER DR CHANTILLY, VA 20151-1219				
					IILP - INTERNATIONAL INSTITUTE FOR LATH AND PLASTER 820 TRANSFER RD ST. PAUL, MN 55114-1406				
					14. INSTALL ALL EQUIPMENT AND MATERIALS PER THE LATEST EDITION OF THE MANUFACTURER'S INSTALLATION SPECIFICATIONS UNLESS OTHERWISE INDICATED BY T-MOBILE, OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.				
					15. THE CONTRACTOR SHALL VERIFY, COORDINATE, AND PROVIDE ALL NECESSARY BLOCKING, BACKING, FRAMING, HANGERS OR OTHER SUPPORTS FOR ALL ITEMS.				
					16. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL GIVE ALL REQUIRED CONSTRUCTION NOTICES AND SHALL COMPLY WITH ALL APPLICABLE LOCAL CODES, REGULATIONS, LAWS AND ORDINANCES, AS WELL AS THE STATE DEPARTMENT OF INDUSTRIAL RELATIONS REGULATIONS, INCLUDING BUT NOT LIMITED TO THE DIVISION OF OCCUPATIONAL SAFETY AND HEALTH (OSHA).				
					17. THE CONTRACTOR SHALL PROTECT ALL PROPERTY FROM DAMAGE THAT MAY OCCUR DURING CONSTRUCTION. ANY DAMAGE TO NEW AND EXISTING FINISHES, CONSTRUCTION, STRUCTURE, LANDSCAPING, CURBS, STAIRS, OR EQUIPMENT, ETC. SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF T-MOBILE AND THE PROPERTY OWNER'S REPRESENTATIVE, AT THE EXPENSE OF THE CONTRACTOR.				
					18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR, AND SHALL REPLACE OR REMEDY, ANY FAULTY, IMPROPER, OR INFERIOR MATERIALS OR WORKMANSHIP OR ANY DAMAGE WHICH SHALL APPEAR WITHIN ONE YEAR AFTER THE COMPLETION AND ACCEPTANCE OF THE WORK BY T-MOBILE UNDER THIS CONTRACT.				
					19. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO PROTECT AND LOCATE, OR CONTACT AN OUTSIDE AGENCY TO LOCATE, ALL EXISTING UTILITIES REGARDLESS OF WHETHER OR NOT SHOWN HEREIN. THE CONTRACTOR SHALL BEAR ALL EXPENSES FOR THE REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED IN CONJUNCTION WITH THE EXECUTION OF WORK.				
					20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE PROJECT SITE WHILE THE JOB IS IN PROGRESS AND UNTIL THE JOB IS COMPLETED AND ACCEPTED BY T-MOBILE.				
					21. THE CONTRACTOR SHALL PROVIDE TEMPORARY WATER, POWER AND TOILET FACILITIES AS REQUIRED BY THE PROPERTY OWNER, T-MOBILE, AND THE CITY OR GOVERNING AGENCY.				
					22. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REDLINING THE CONSTRUCTION DOCUMENTS TO ILLUSTRATE THE AS-BUILT CONDITION OF THE SITE. THIS SHALL BE DONE AFTER THE SITE HAS BEEN AWARDED FINAL INSPECTION BY THE RESPONSIBLE BUILDING AGENCY. ONE SET OF REDLINED DRAWINGS SHALL BE PROVIDED TO THE T-MOBILE CONSTRUCTION MANAGER.				
					23. THE LATEST EDITION OF ALL PERMITTED AND APPROVED PLANS PERTAINING TO THIS PROJECT SHALL BE KEPT IN A PLAN BOX AND SHALL NOT BE USED BY WORKERS. ALL CONSTRUCTION SETS SHALL REFLECT THE SAME INFORMATION. THE CONTRACTOR SHALL ALSO MAINTAIN IN GOOD CONDITION, ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES. THESE ARE TO BE UNDER THE CARE OF THE CONSTRUCTION SUPERINTENDENT.				
					24. THE CONTRACTOR SHALL REMOVE ALL RUBBISH AND WASTE MATERIALS ON A DAILY BASIS, EXCEPT FOR THAT SPECIFIED AS THE PROPERTY OF THE BUILDING OR PROPERTY OWNER AND SHALL EXERCISE STRICT CONTROL OVER SITE CLEANING THROUGHOUT CONSTRUCTION AND FINAL CLEAN-UP UPON COMPLETION OF WORK. ALL AREAS ARE TO BE LEFT IN A BROOM CLEAN CONDITION AT THE END OF EACH DAY THEN AT A VACUUM CLEAN CONDITION, FREE FROM PAINT SPOTS, DUST OR SMUDGES OF ANY NATURE AT COMPLETION OF WORK.				
					25. THE GENERAL CONTRACTOR MUST PERFORM WORK DURING PROPERTY OWNER'S PREFERRED HOURS TO AVOID DISRUPTION OF NORMAL ACTIVITY.				
					26. ALL EXPOSED METAL SHALL BE HOT-DIPPED GALVANIZED.				
					27. SEAL ALL PENETRATIONS THROUGH FIRE-RATED AREAS WITH U.L. LISTED OR FIRE MARSHALL APPROVED MATERIALS IF AND WHERE APPLICABLE TO THIS FACILITY AND PROJECT SITE.				
					28. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA UNDER CONSTRUCTION.				
					29. ELECTRICAL POWER SYSTEM SHALL BE GROUNDED PER NEC ARTICLES 250 AND 810.				
					30. ALL NEW OPENINGS IN THE EXTERIOR ENVELOPE OF CONDITIONED SPACES SUCH AS AT WALL AND ROOF PENETRATIONS SHALL BE CAULKED OR SEALED TO LIMIT INFILTRATION OF AIR AND MOISTURE.				
					31. UPON COMPLETION OF CONSTRUCTION, T-MOBILE CONSTRUCTION MANAGER SHALL CONDUCT A WALK-THRU WITH PROPERTY OWNER OR REPRESENTATIVE OF PROPERTY OWNER.				
					32. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL SYSTEM EQUIPMENT IN A CLEAN WORKING ORDER UNTIL ACCEPTANCE OF THE PROJECT BY T-MOBILE.				
					33. INSTALL ALL EQUIPMENT AND MATERIALS PER THE LATEST EDITION OF THE MANUFACTURER'S INSTALLATION SPECIFICATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED, OR WHERE LOCAL CODES OR REGULATION TAKE PRECEDENCE.				

PAINTING SCOPE				
SURFACE TO BE PAINTED	COATING SYSTEM	PAINT	DO NOT PAINT	N/A
BTS UNIT				X
ALL EQUIPMENT & CABINETS OTHER THAN THE BTS UNIT				X
ANTENNA COVERS, TILT BRACKETS, MOUNTING BRACKETS AND ASSOCIATED HARDWARE, CABLE AND CABLE COVERS EXPOSED TO VIEW, EXPOSED CONDUIT AND HANGERS, ETC.	SEE PLANS	SEE PLANS		
FLASHING UNITS, METAL TRIM AND OTHER METAL SURFACES				X
STUCCO, CONCRETE, CONCRETE BLOCK AND CEMENTIOUS TYPE FINISH SYSTEMS.				X
PLYWOOD, LUMBER AND WOOD TRIM INCLUDING THE BACK SIDE OF ALL SCREEN WALLS				X
DRYWALL				X
CONCRETE POLES				X
METAL POLES AND METAL POLE STAND-OFF				X

2	PAINT SPECIFICATIONS
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1	GENERAL SPECIFICATIONS
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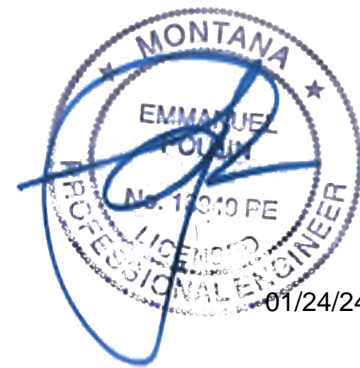
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92'-0" MONOPOLE

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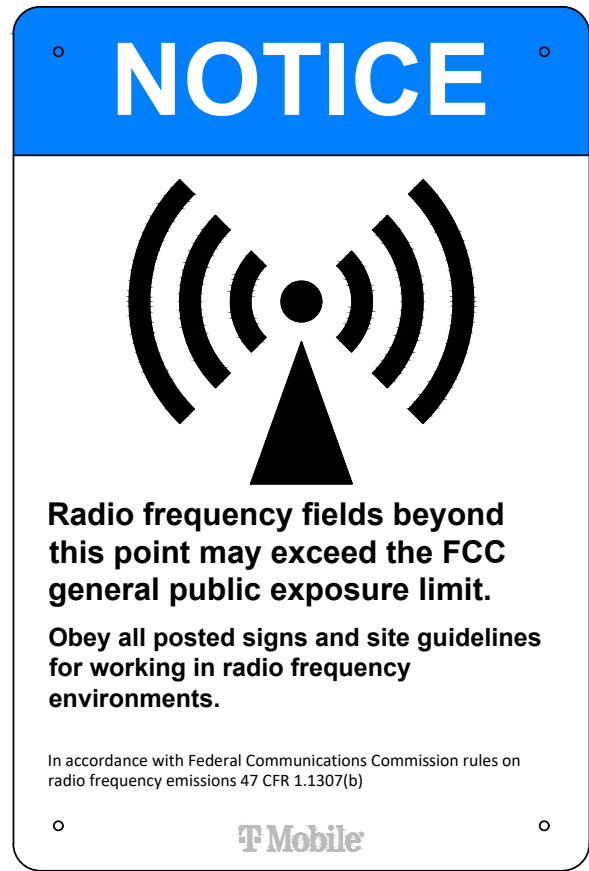
SPECIFICATIONS
& NOTES

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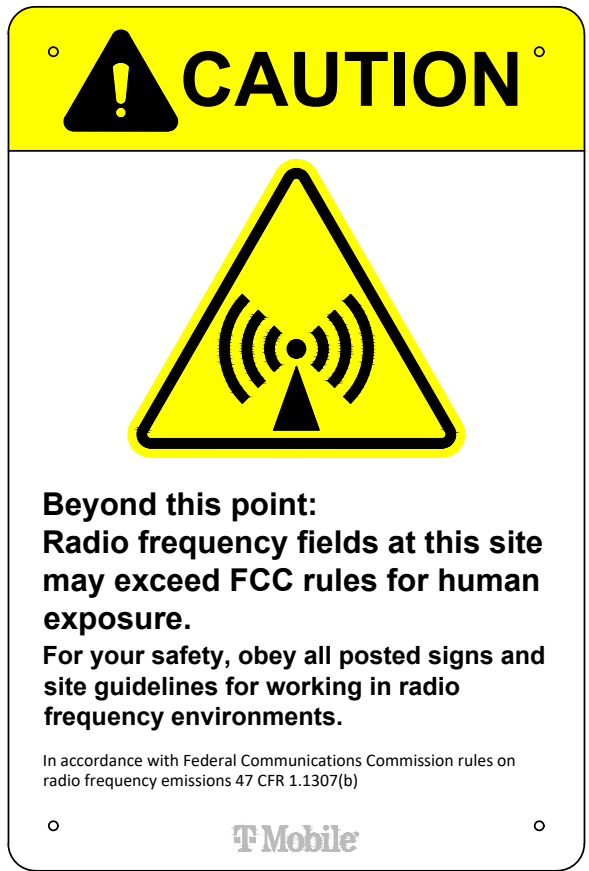
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REVISION:

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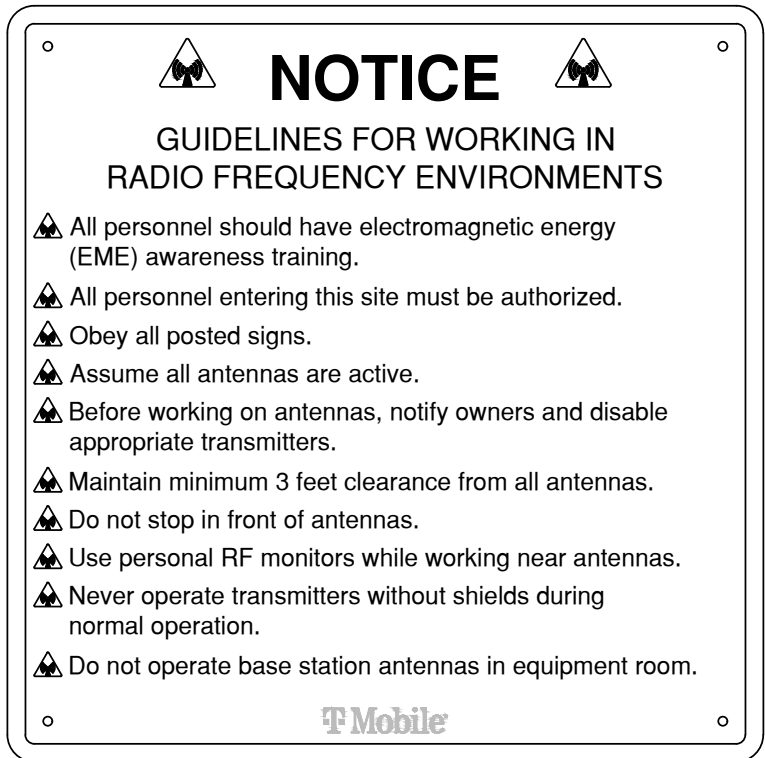
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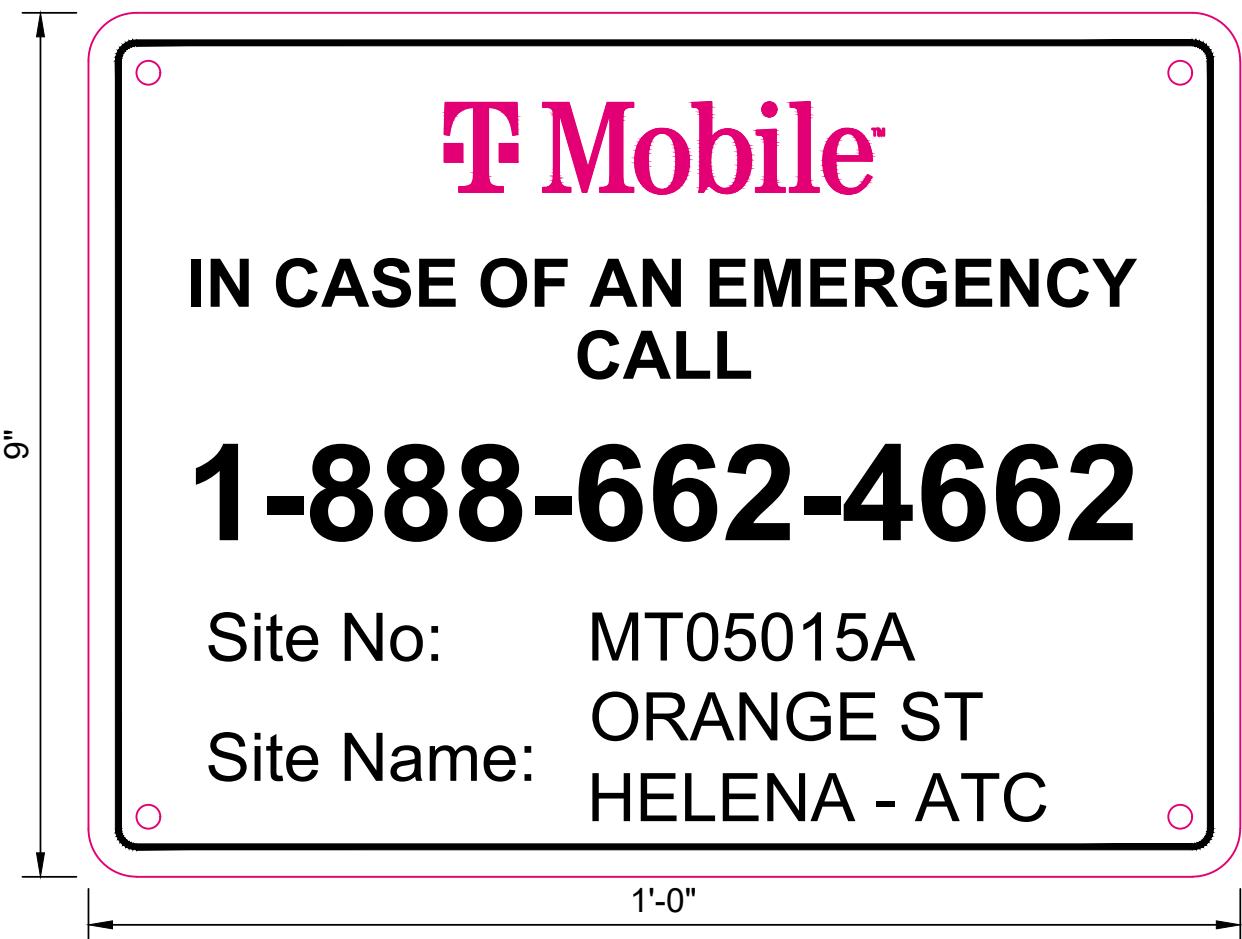
PART NO. TMO142851



PART NO. TMO145771



PART NO. TMO130956



A. GENERAL

- PRECEDENCE: UNLESS OTHERWISE SHOWN OR SPECIFIED, THE FOLLOWING GENERAL NOTES SHALL APPLY. INFORMATION ON THESE DRAWINGS SHALL HAVE THE FOLLOWING PRECEDENCE.
 - ALL DIMENSIONS TO TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS, SECTIONS AND DETAILS.
 - NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
 - MATERIAL NOTES AND SPECIFICATIONS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER THE SPECIFICATIONS.
- OTHER TRADES: SEE THE ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS NOT SHOWN.
- GENERAL DETAILS AND NOTES ON THESE SHEETS SHALL APPLY UNLESS SPECIFICALLY SHOWN OR NOTED OTHERWISE. CONSTRUCTION DETAILS NOT FULLY SHOWN OR NOTED SHALL BE SIMILAR TO DETAILS SHOWN FOR SIMILAR CONDITIONS.
- SHORING: IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL ALL TEMPORARY BRACING AND SHORING TO INSURE THE SAFETY OF THE WORK UNTIL IT IS COMPLETED. THIS INCLUDES UNDERPINNING EXISTING FOOTINGS WHERE APPLICABLE.
- SAFETY: THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE INDICATED, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION.

B. STEEL

- ALL STRUCTURAL STEEL SECTIONS AND WELDED PLATE MEMBERS SHALL CONFORM TO ASTM A-36 AND BE FABRICATED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE AISC.
- ALL BOLTS SHALL CONFORM TO ASTM A-307 UNLESS OTHERWISE NOTED ON PLANS. HIGH STRENGTH BOLTS SHALL CONFORM TO ASTM A-325
- STEEL PIPE COLUMNS SHALL BE GRADE "B" CONFORMING TO ASTM A53.
- STEEL TUBING SHALL BE GRADE "B" CONFORMING TO ASTM A500.
- ALL WELDING SHALL BE DONE BY THE SHIELDED ARC METHOD. ALL WELDERS SHALL BE PROPERLY QUALIFIED AND BE PRE-APPROVED. SURPLUS METAL SHALL BE DRESSED OFF TO SMOOTH, EVEN SURFACES WHERE WELDS ARE NOT EXPOSED TO VIEW. ALL WELDING SHALL COMPLY WITH THE LATEST A.W.S. SPECIFICATIONS.
- THE FOLLOWING WELDING EQUIPMENT MUST BE USED:
 - 250 AMP WELDERS.
 - ROD OVENS.
 - GRINDERS.
- NO BUZZ BOXES SHALL BE USED.
- ALL STRUCTURAL STEEL SHALL HAVE MILL CERTIFICATION. MILL CERTIFICATION SHALL BE KEPT ON THE JOB SITE FOR EXAMINATION BY THE DESIGN ENGINEER AND THE CITY INSPECTOR.
- ALL HIGH STRENGTH BOLTS SHALL HAVE MILL CERTIFICATION. MILL CERTIFICATION SHALL BE KEPT ON THE JOB SITE FOR EXAMINATION BY THE INSPECTOR.
- STEEL THAT HAD BEEN WELDED, CUT OR SCRATCHED IN THE FIELD SHALL BE TOUCHED UP WITH COLD GALVANIZING PAINT.
- WELDING INDICATED IN THESE DRAWINGS IS DESIGNED FOR ONE HALF OF ALLOWABLE CODE STRESSES UNLESS NOTED "FULL STRESS" AT END OF WELD SYMBOL.

C. CONCRETE

- STRENGTH: CONCRETE FOR THE PROJECT SHALL HAVE THE FOLLOWING ULTIMATE COMPRESSIVE STRENGTH AT AGE OF 28 DAYS:

LOCATION	STRENGTH ADMIXTURE	WT.	SLUMP
SLAB&FOOTING	3000psi NONE	150pcf	4"
- INSPECTION: CONCRETE WITH SPECIFIED STRENGTH GREATER THAN 2500psi SHALL BE CONTINUOUSLY INSPECTED DURING PLACEMENT BY A DEPUTY INSPECTOR EMPLOYED BY A TESTING LABORATORY APPROVED BY THE BUILDING DEPT.
- REBAR GRADES: REINFORCING STEEL SHALL BE CLEAN PREFORMED BARS CONFORMING TO ASTM A615 AS FOLLOWS:

#4 & SMALLER BARS.....GRADE 40
#5 & LARGER BARS.....GRADE 60
ALL BARS AT CAISSON FOOTING...GRADE 60
- FOUNDATIONS & SLABS: TYPE V, LOW ALKALI, CONFORMING TO ASTM C-150. PIER/CAISSON FOOTINGS: TYPE V, LOW ALKALI, CONFORMING TO ASTM C-150.
- AGGREGATE: USED IN THE CONCRETE SHALL CONFORM TO ASTM C-33. USE ONLY AGGREGATES KNOWN NOT TO CAUSE EXCESSIVE SHRINKAGE. THE MAXIMUM SIZE AGGREGATE IN CONCRETE WORK SHALL BE THE FOLLOWING:
 - FOUNDATIONS & SLABS 9" OR LESS: 3/4" GRAVEL
 - PIER/CAISSON FOOTING: 1" GRAVEL.
- SHALL BE CLEAN AND FREE FROM DELETERIOUS AMOUNT OF ACIDS, ALKALIS, ORGANIC MATERIALS AND SHALL BE SUITABLE FOR HUMAN CONSUMPTION.
- MIXING: PREPARATION OF CONCRETE SHALL CONFORM TO ASTM C-94. NO MORE THAN 90 MINUTES SHALL ELAPSE BETWEEN CONCRETE BATCHING AND CONCRETE PLACEMENT UNLESS APPROVED BY A TESTING AGENCY.
- SEGREGATION OF AGGREGATES: CONCRETE SHALL NOT BE FLOPPED THROUGH REINFORCING STEEL (AS IN WALLS, COLUMNS, CAISSON, AND DROP CAPITALS) SO AS TO CAUSE SEGREGATION OF AGGREGATES. USE HOPPERS, CHUTES, TRUNKS OR PUMP HOSE SO THAT THE FREE UNCONFINED FALL OF CONCRETE SHALL NOT EXCEED 5 FT.
- SPLICES OF REINFORCING STEEL SHALL BE LAPPED A MINIMUM OF 30 DIAMETERS AND SECURELY WIRED TOGETHER. SPLICES OF ADJACENT REINFORCING BARS SHALL BE STAGGERED WHEREVER POSSIBLE.
- REAR CLEARANCE: MINIMUM COVERAGE FOR JOISTS, BEAMS, GIRDERS AND COLUMNS SHALL BE TO FACE OF STIRRUPS OR TIES. UNLESS OTHERWISE NOTED, CONCRETE COVERAGE FOR REINFORCING BARS TO FACE OF BAR SHALL BE AS FOLLOWS:
 - CONCRETE IN CONTACT WITH EARTH, UNFORMED 3"
 - CONCRETE IN CONTACT WITH EARTH, FORMED 2"
 - WALL, EXTERIOR FACE 1-1/2"
 - WALL, INTERIOR FACE 1"
 - STRUCTURAL SLABS 3/4"
 - JOISTS 3/4"
 - BEAMS, GIRDERS & COLUMNS 1-1/2"
- PENETRATIONS: NO SLEEVES OR CHASES SHALL BE PLACED IN BEAMS, SLABS, WALLS AND COLUMNS, EXCEPT THOSE SHOWN ON THE PLANS. CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FOR INSTALLATIONS OF ANY ADDITIONAL SLEEVES OR CHASES. ALL PLUMBING, ELECTRICAL AND MECHANICAL OPENINGS SHALL BE SLEEVES. CORING IS NOT ALLOWED UNLESS PRIOR APPROVAL IS OBTAINED FROM THE STRUCTURAL ENGINEER.
- EMBEDDED ITEMS: CONDUIT PLACED IN A CONCRETE SLAB SHALL NOT HAVE AN OUTSIDE DIAMETER GREATER THAN 1/4 THE THICKNESS OF THE SLAB. CONDUIT SHALL NOT BE EMBEDDED IN A SLAB THAT IS LESS THAN 3-1/2" THICK, UNLESS SLAB IS LOCALLY THICKENED. MINIMUM CLEAR DISTANCE BETWEEN COUNDUITS SHALL BE SIX INCHES.

- ANCHORING: ALL ANCHOR BOLTS, REINFORCING STEEL, DOWELS, INSERTS, ETC., SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE. NO REPOSITIONING DURING CONCRETE POUR IS ALLOWED.
- SLABS SHALL BE SPRAYED WITH A CURING COMPOUND IMMEDIATELY AFTER FINISHING. CURING COMPOUNDS USED ON CONCRETE WHERE TILE OR FLOOR COVERING IS TO BE BONDED TO THE CONCRETE SURFACE SHALL BE APPROVED BY THE TILE OR FLOOR COVERING MANUFACTURER. KEEP SLAB WET FOR 7 DAY MINIMUM PERIOD.
- CONSOLIDATION: ALL CONCRETE SHALL BE VIBRATED AS IT IS BEING PLACED WITH ELECTRICALLY OPERATED VIBRATING EQUIPMENT.
- TIMBER
 - ALL FRAMING LUMBER FOR 4X AND LARGER BEAMS SHALL BE NO. 1 GRADE DOUGLAS FIR., S45, UNLESS NOTED OTHERWISE.
 - ALL FRAMING LUMBER FOR 2X RAFTERS AND JOISTS SHALL BE NO.2 GRADE DOUGLAS FIR, S45, UNLESS NOTED OTHERWISE.
 - STRIPPING, BLOCKING, BACKING AND OTHER NON-STRUCTURAL LUMBER SHALL BE NO. 2 OR STD & BTR GRADE DOUGLAS FIR, S45. 2X4 STUD WALLS SHALL BE D.F. STANDARD & BTR.
 - ALL BEAMS, JOISTS AND RAFTERS SHALL BE INSTALLED WITH CROWN SIDE UP.
 - ROOF PLYWOOD SHALL MATCH EXISTING PLYWOOD SHEATHING WITH A SPAN INDEX RATIO 32/16. EDGE NAIL WITH8d AT 6" O.C. UNLESS NOTED OTHERWISE ON PLANS. FIELD NAIL WITH 8d AT 12" O.C.
 - PLYWOOD SHEETS SHALL BE LAID WITH THE FACE GRAIN PERPENDICULAR TO SUPPORTS AND WITH THE EDGES STAGGERED, UNLESS NOTED OTHERWISE ON THE PLANS.
 - PLYWOOD SHALL BE GRADE MARKED BY DFPA, TECO, OR PTL AND SHALL CONFORM TO PS 1-83.
 - THE MAXIMUM MOISTURE CONTENT OF ALL LUMBER SHALL NOT EXCEED 24% AT THE TIME OF INSTALLATION.
 - MINIMUM NAILING SHALL COMPLY WITH TABLE 23-1-q OF BUILDING CODE. ALL NAILS SHALL BE COMMON WIRE NAILS.
 - ALL BOLTS SHALL HAVE STANDARD CUT WASHERS UNDER HEADS AND/OR NUTS WHERE IN CONTACT WITH WOOD.
 - LAG BOLTS SHALL BE SCREWED INTO PLACE, NOT DRIVEN. LAG BOLTS SHALL BE INSTALLED IN PRE-DRILLED HOLES WITH A DIAMETER EQUAL TO 75% DIAMETER OF BOLT.
 - CONNECTORS: ALL SHEET METAL FRAMING CONNECTORS SHOWN IN THE PLANS SHALL BE STRONG CONNECTORS AS MANUFACTURED BY THE SAMSON COMPANY. SUBSTITUTIONS MAY BE MADE WHEN APPROVED BY THE STRUCTURAL ENGINEER.
 - ALL LUMBER EXPOSED TO WEATHER OR IN CONTACT WITH MASONRY OR CONCRETE SHALL BE WOLMANIZED PRESSURE TREATED LUMBER OR A NATURALLY DECAY RESISTANT LUMBER SUCH AS REDWOOD OR CEDAR.
 - ALASKAN YELLOW CEDAR GLUE-LAMINATED BEAMS
 - LUMBER SPECIES: ALASKAN YELLOW CEDAR (A.C.) CONFORMING TO 20F-V12
 - STRENGTH PROPERTIES:
Fb BOTTOM FIBER BENDING STRESS 2000psi MIN.
Fb TOP FIBER BENDING STRESS 1000psi MIN.
Fv SHEAR STRESS 190psi MIN.
Fc COMPRESSION STRESS PERPENDICULAR TO GRAIN 560psi MIN.
C. MODULUS ELASTICITY 1400ksi MIN.
D. CAMBER TO RADIUS OF 1600" U.O.N.
E. ALL GLB'S SHALL BE FABRICATED WITH EXTERIOR GLUE.
F. MANUFACTURE OF GLB'S SHALL CONFORM TO THE UBC.
G. GLU-LAM MATERIAL SHALL BE IN ACCORDANCE WITH ANSI/AITC A190.1 AND ASTM D3737.

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LEWIS AND CLARK COUNTY

92'-0" MONOPOLE

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A	07/11/22	RCD	PRELIMINARY REVIEW	WJR
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1	01/23/24	CS	100% CONSTRUCTION	ZN



SHEET TITLE:

SPECIFICATIONS
& NOTES

SHEET NUMBER:

T-3

REVISION:

1



LEGAL DESCRIPTION:
HERSHFIELD ADD, S20, T10 N, R03 W, BLOCK 7,
Lot 2A, 3000 SQUARE FEET, COS #3305614

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SHEET TITLE:
**OVERALL
SITE PLAN**

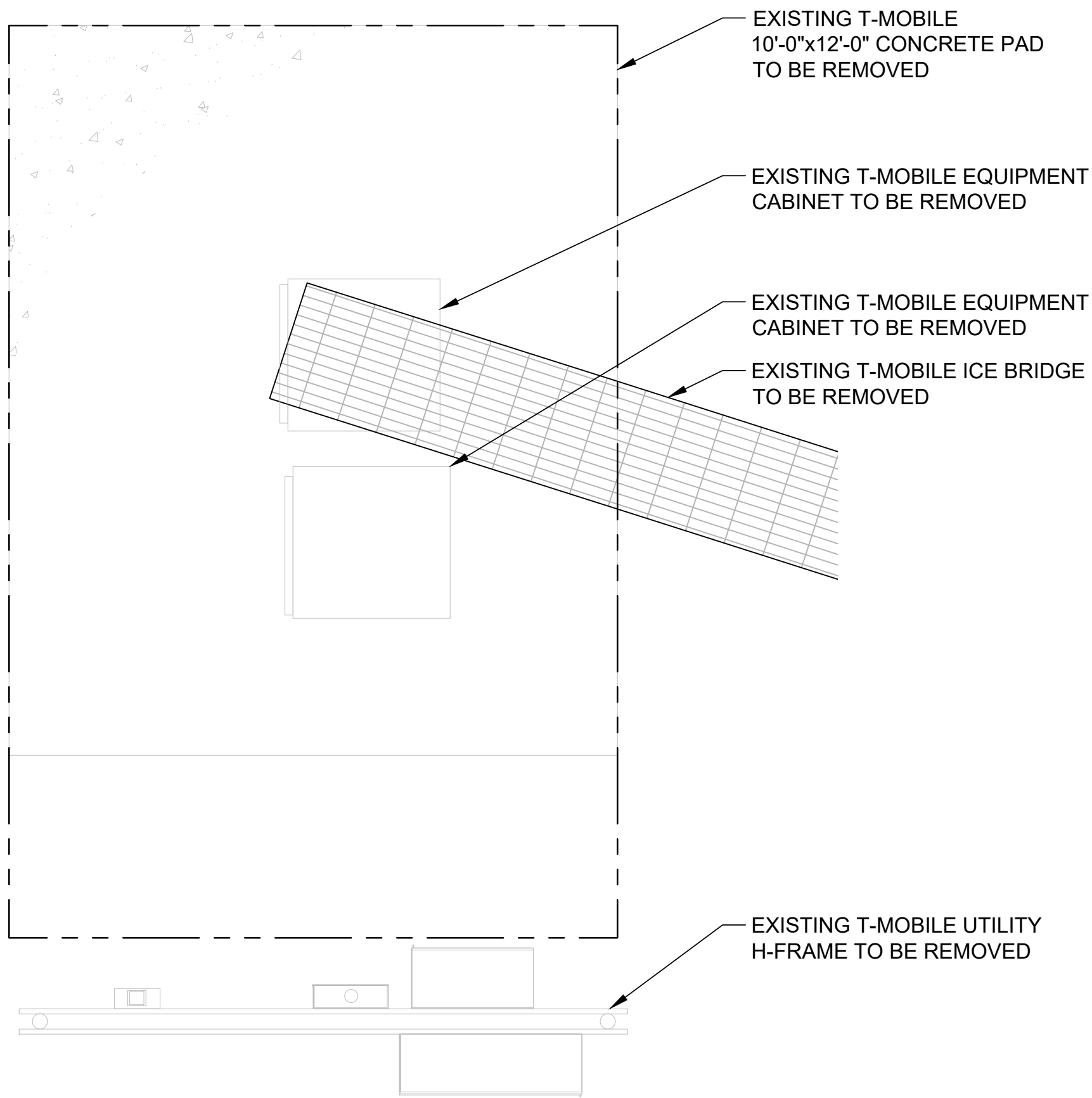
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A-1

REVISION:
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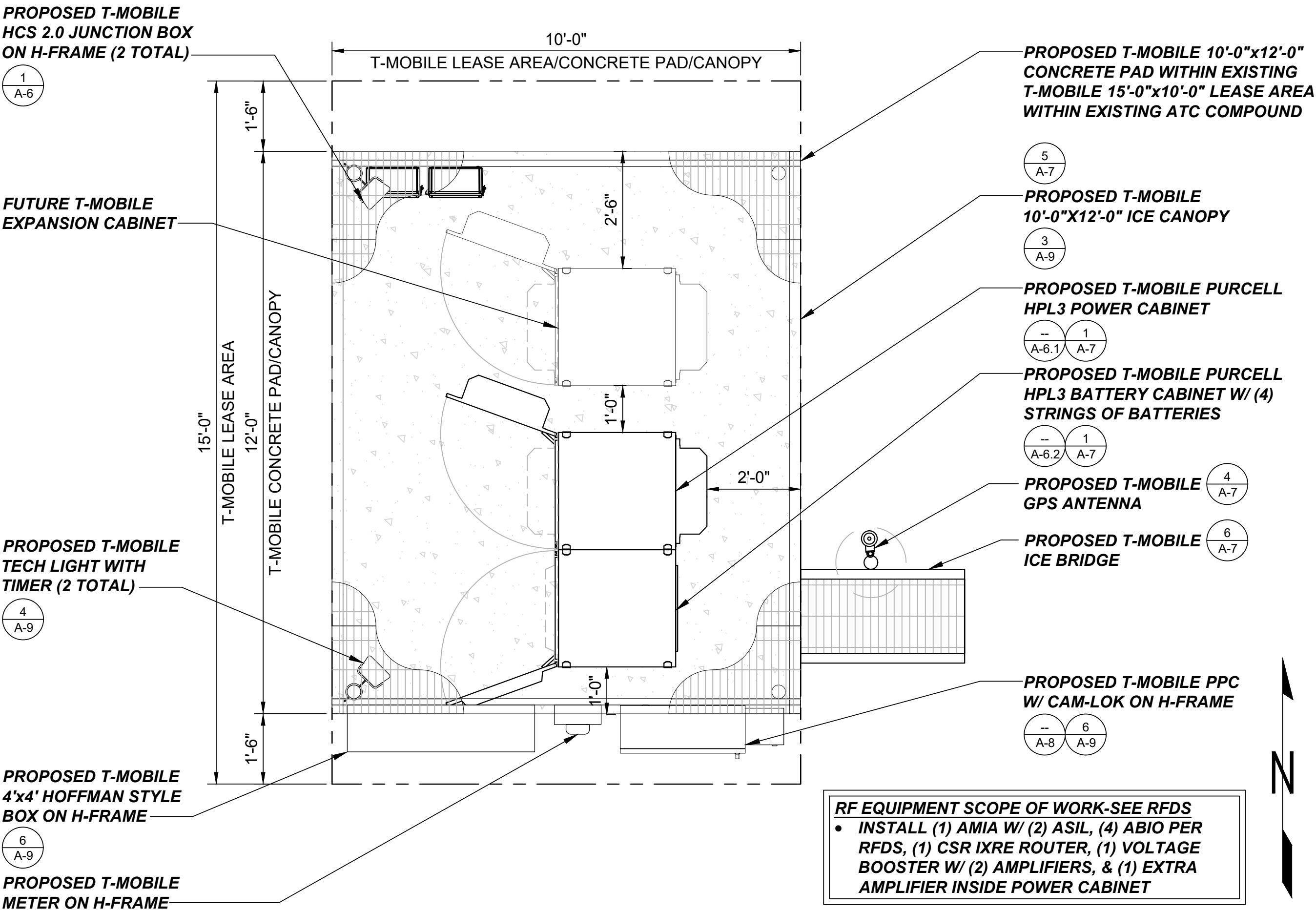
1 OVERALL SITE PLAN

22"x34" SCALE: 1" = 30'-0"
11"x17" SCALE: 1" = 60'-0"

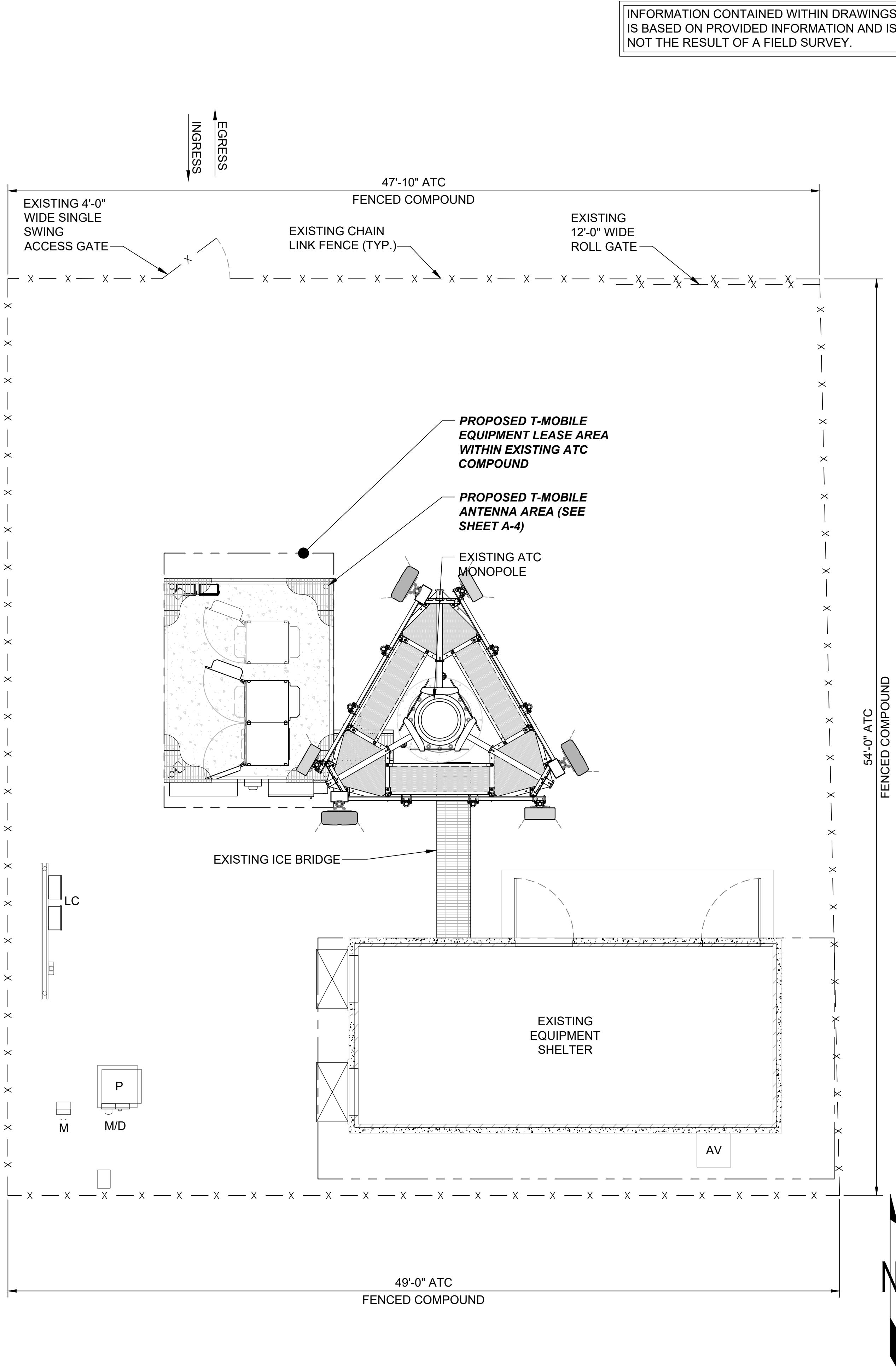




3 EXISTING ENLARGED EQUIPMENT PLAN



2 PROPOSED ENLARGED EQUIPMENT PLAN



1 ENLARGED SITE PLAN

INFORMATION CONTAINED WITHIN DRAWINGS IS BASED ON PROVIDED INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.

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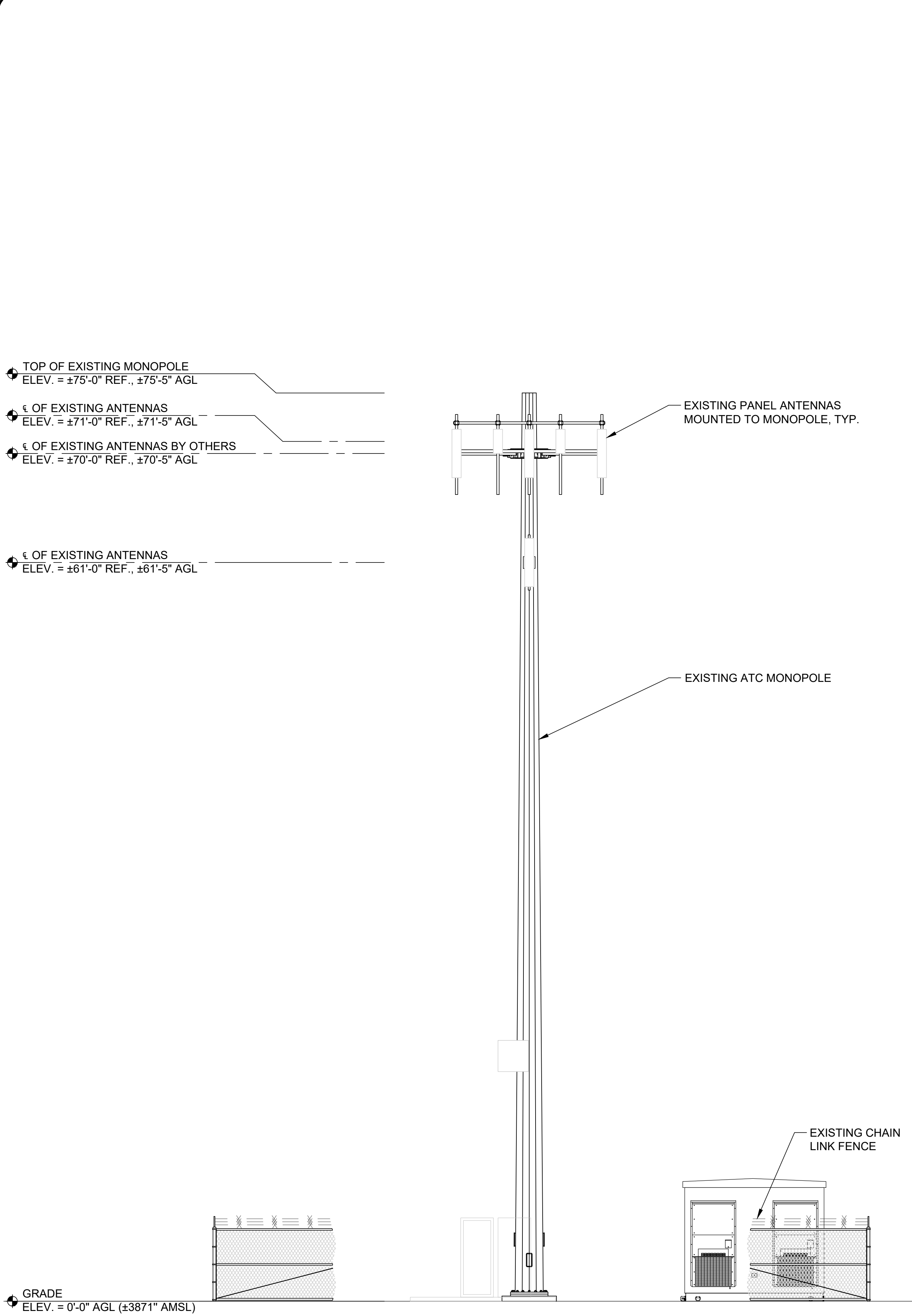
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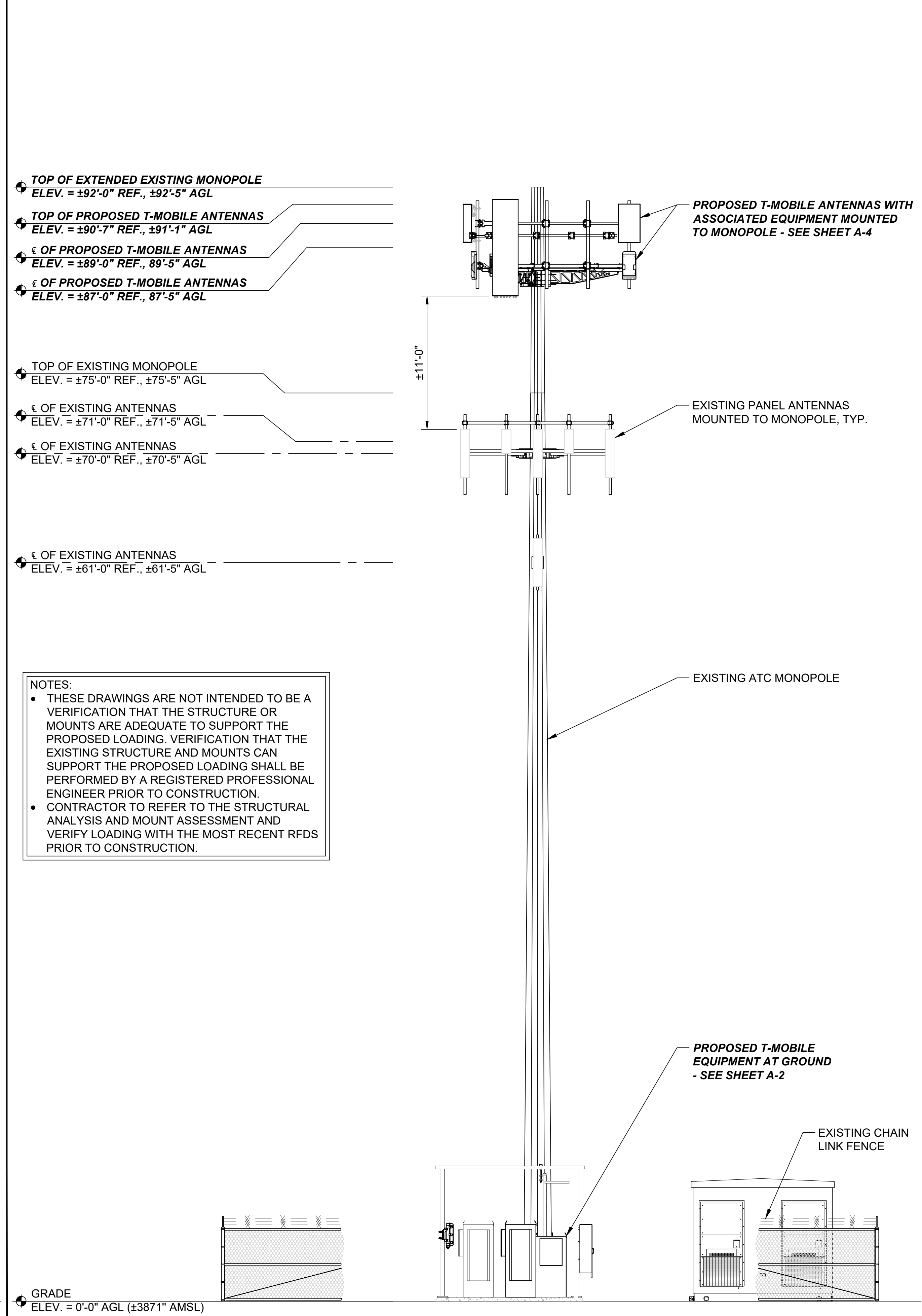


SHEET TITLE:
ENLARGED
SITE PLANS


SHEET NUMBER:
A-2
REVISION:
1




2 EXISTING WEST ELEVATION




1 PROPOSED WEST ELEVATION



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SHEET TITLE:
WEST ELEVATIONS

SHEET NUMBER: A-3	REVISION: 1
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- ## NOTES

1. CONTRACTOR IS TO REFER TO T-MOBILE'S MOST CURRENT RADIO FREQUENCY DATA SHEET (RDFS) PRIOR TO CONSTRUCTION.
2. CABLE LENGTH IS APPROXIMATE. CONTRACTOR TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION, OR INSTALLATION OF CABLES.
3. PROPOSED EQUIPMENT IS INDICATED BY **BOLD** TEXT.

PROPOSED ANTENNA / CABLE SCHEDULE

MOUNT SECTOR		RFDS POSITION	RAD CENTER	ANTENNA				QTY.	RRH		QTY.	TMA/COMBINER/COVP		HYBRID JUMPER CABLE			FEEDLINE CABLE (HYBRID / COAX)		
				MODEL	SIZE	AZIMUTH	M. TILT		MODEL	MODEL		QTY.	TYPE	LENGTH	QTY.	TYPE	LENGTH		
ALPHA		A2	89°-0"	AEHC	38.2"	60°	0°	1	AHFIG	--	--	1	2X6AWG 4PR AEHC	±15°-0"	2	12#6AWG 24 SM FIBER PR (HCS 2.0 PENDANT)	±125°-0"		
		--	--	--	--	--	--	--	--	--	10AWG 2PR AIRSCALE		±15°-0"						
		--	--	--	--	--	--	--	--	--	2X6AWG 2PR AHFIG		±15°-0"						
BETA		A1	87°-0"	FFVV-65C-R3-V1	95.9"	60°	0°	1	AHLOA	--	--	1	2X6AWG 4PR AEHC	±15°-0"	24	COAX JUMPER	±8°-0"		
		B2	89°-0"	AEHC	38.2"	180°	0°	1	AHFIG	--	--		10AWG 2PR AIRSCALE	±15°-0"					
		--	--	--	--	--	--	--	--	--	2X6AWG 2PR AHFIG		±15°-0"						
GAMMA		B1	87°-0"	FFVV-65C-R3-V1	95.9"	180°	0°	1	AHLOA	--	--	1	2X6AWG 4PR AEHC	±15°-0"	1	2X6AWG 2PR AIRSCALE	±15°-0"		
		C2	89°-0"	AEHC	38.2"	300°	0°	1	AHFIG	--	--		10AWG 2PR AIRSCALE	±15°-0"					
		--	--	--	--	--	--	--	--	--	2X6AWG 2PR AHFIG		±15°-0"						
		C1	87°-0"	FFVV-65C-R3-V1	95.9"	300°	0°	1	AHLOA	--	--								

NOTE: MOUNT SECTORS ARE CLOCKWISE.
RFDS POSITIONS ARE THE ANTENNA POSITIONS LISTED IN THE RFDS, AND MAY DIFFER FROM THE ORDER IN WHICH EXISTING ANTENNAS ARE INSTALLED. THE METHOD FOR WHAT ORDER ANTENNAS ARE LISTED IN THE RFDS VARIES DEPENDING ON THE MARKET.

ANTENNA TECHNOLOGY	
MODEL	TECHNOLOGY
<i>AEHC</i>	<i>L2500 / N2500</i>
<i>FFVV-65C-R3-V1</i>	<i>L700 / L600 / N600 L2100 / L1900 / LAWS3 N2100 / N1900</i>

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1	01/23/24	CS	100% CONSTRUCTION	ZN



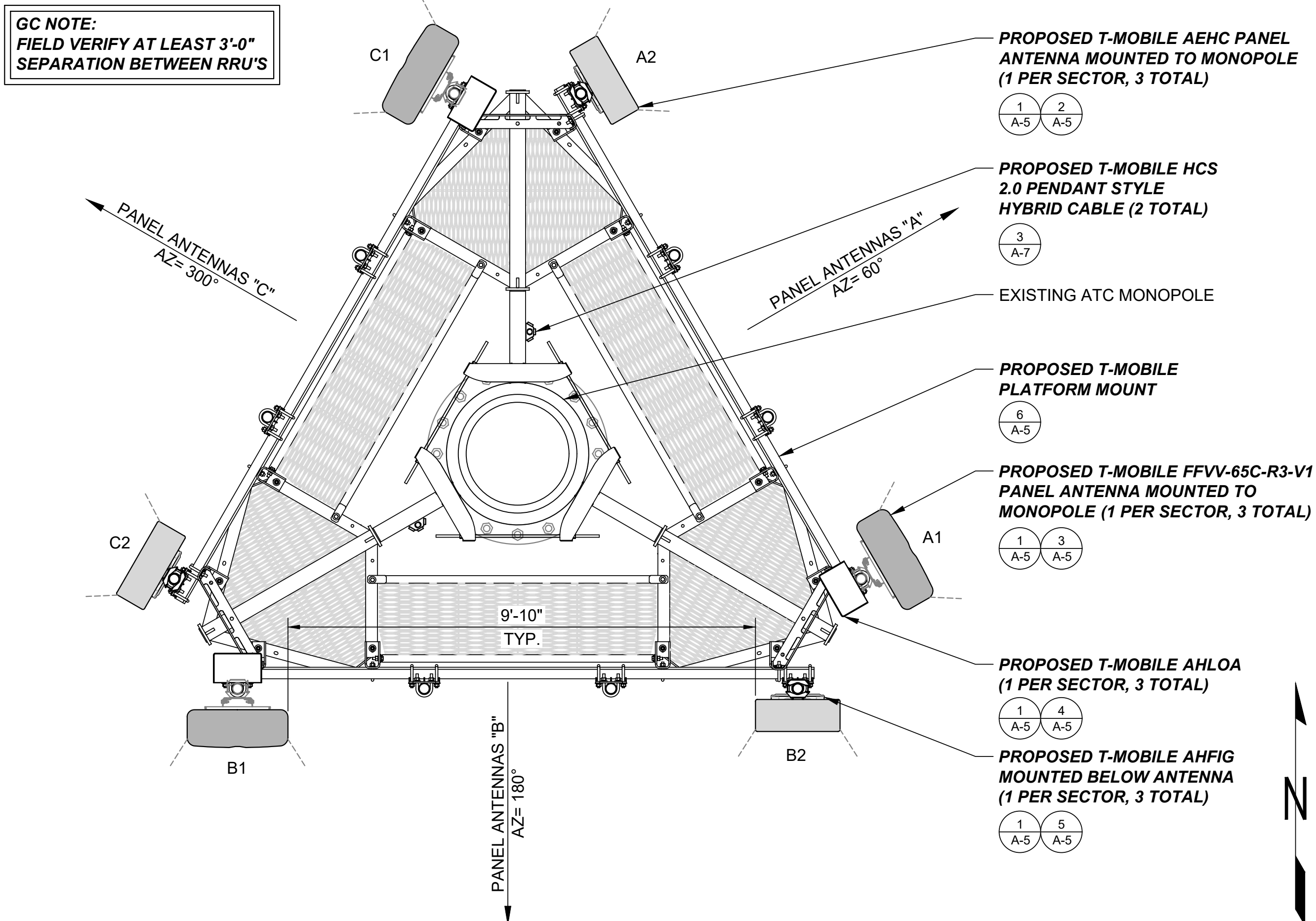
SHEET TITLE:

ANTENNA PLAN
& RF SCHEDULE

SHEET NUMBER: A-4	REVISION: 1
-----------------------------	-----------------------

3	RF SCHEDULE
---	-------------

NOT TO
SCALE



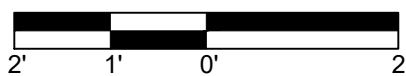
2	NOT USED
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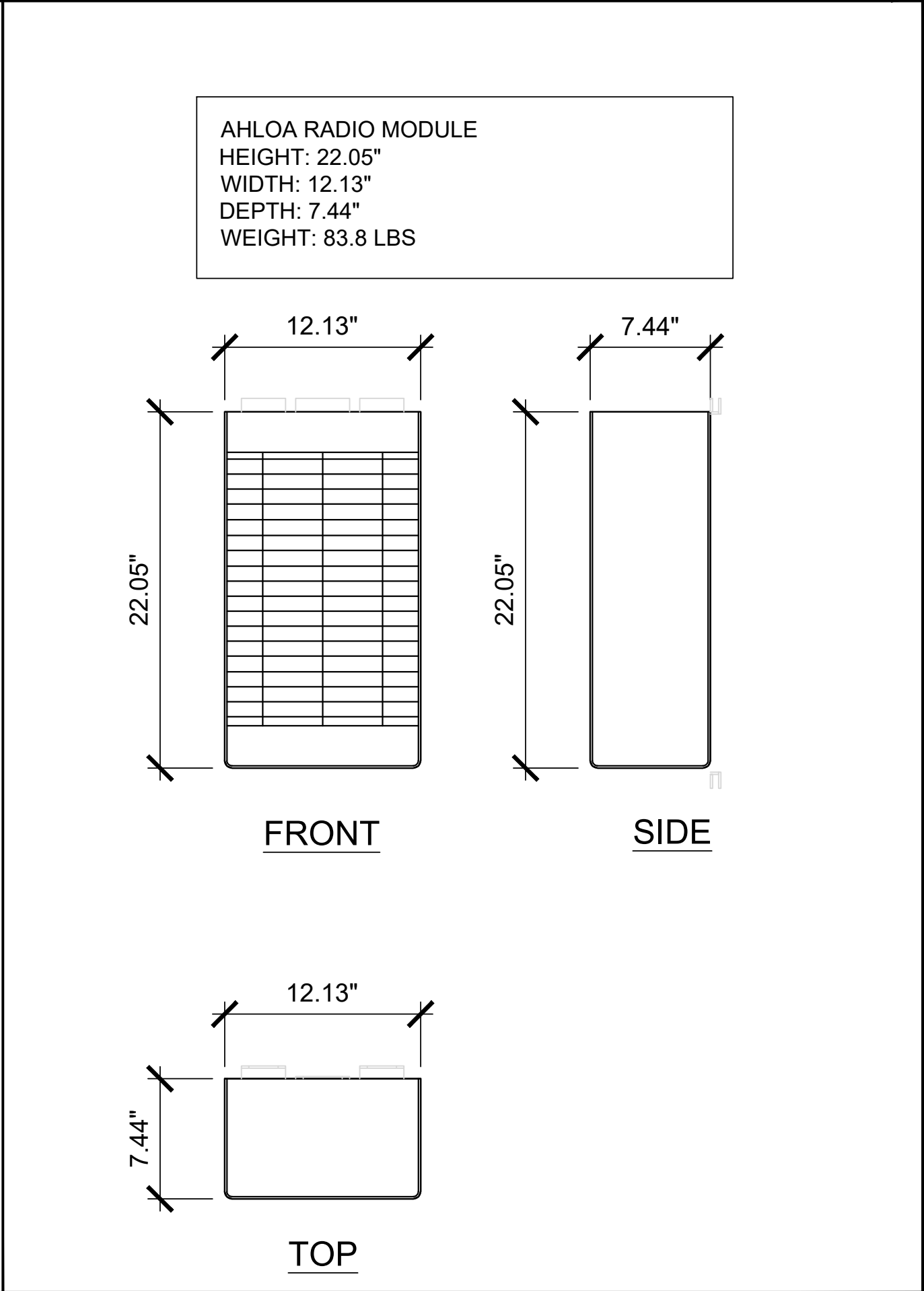
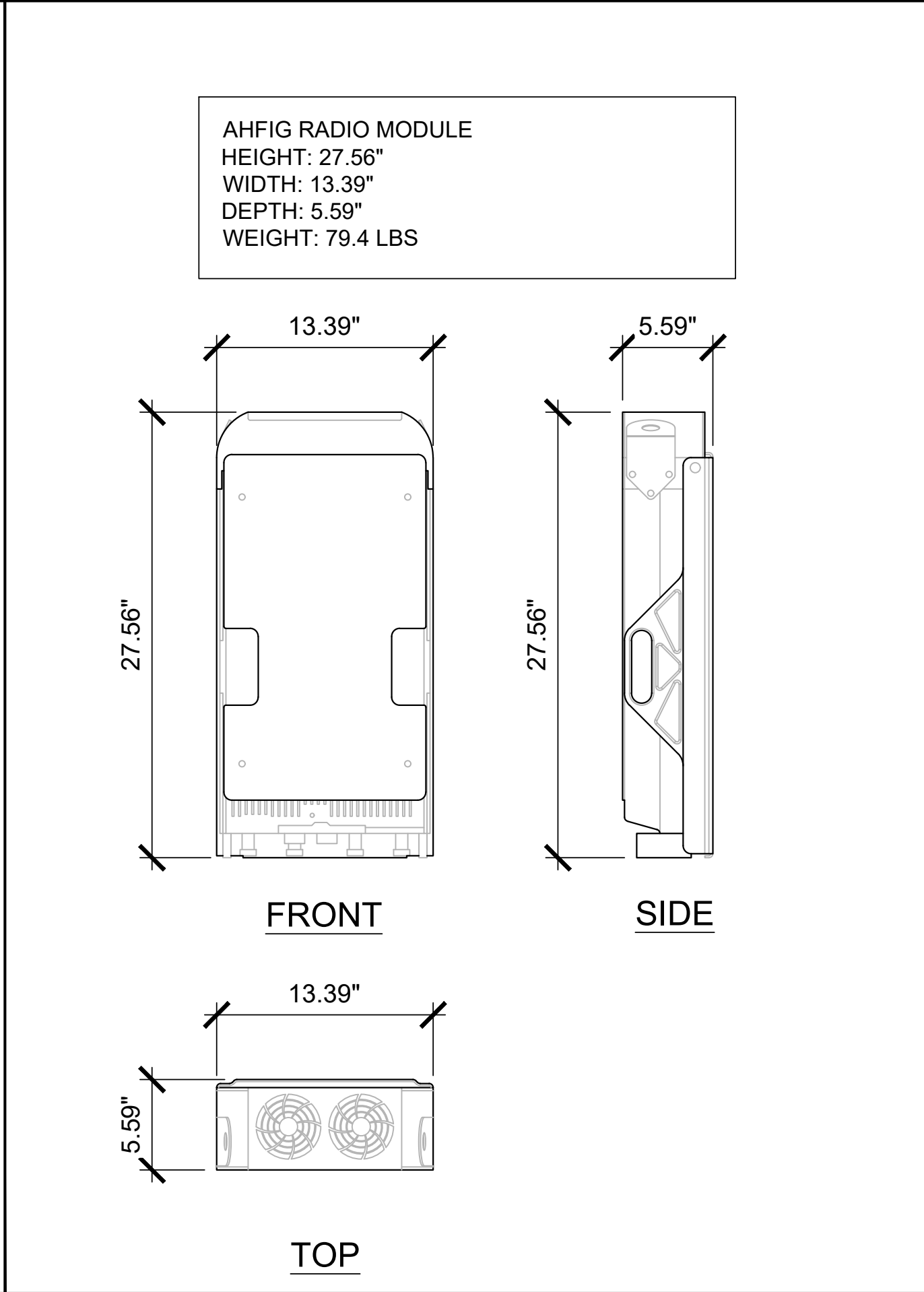
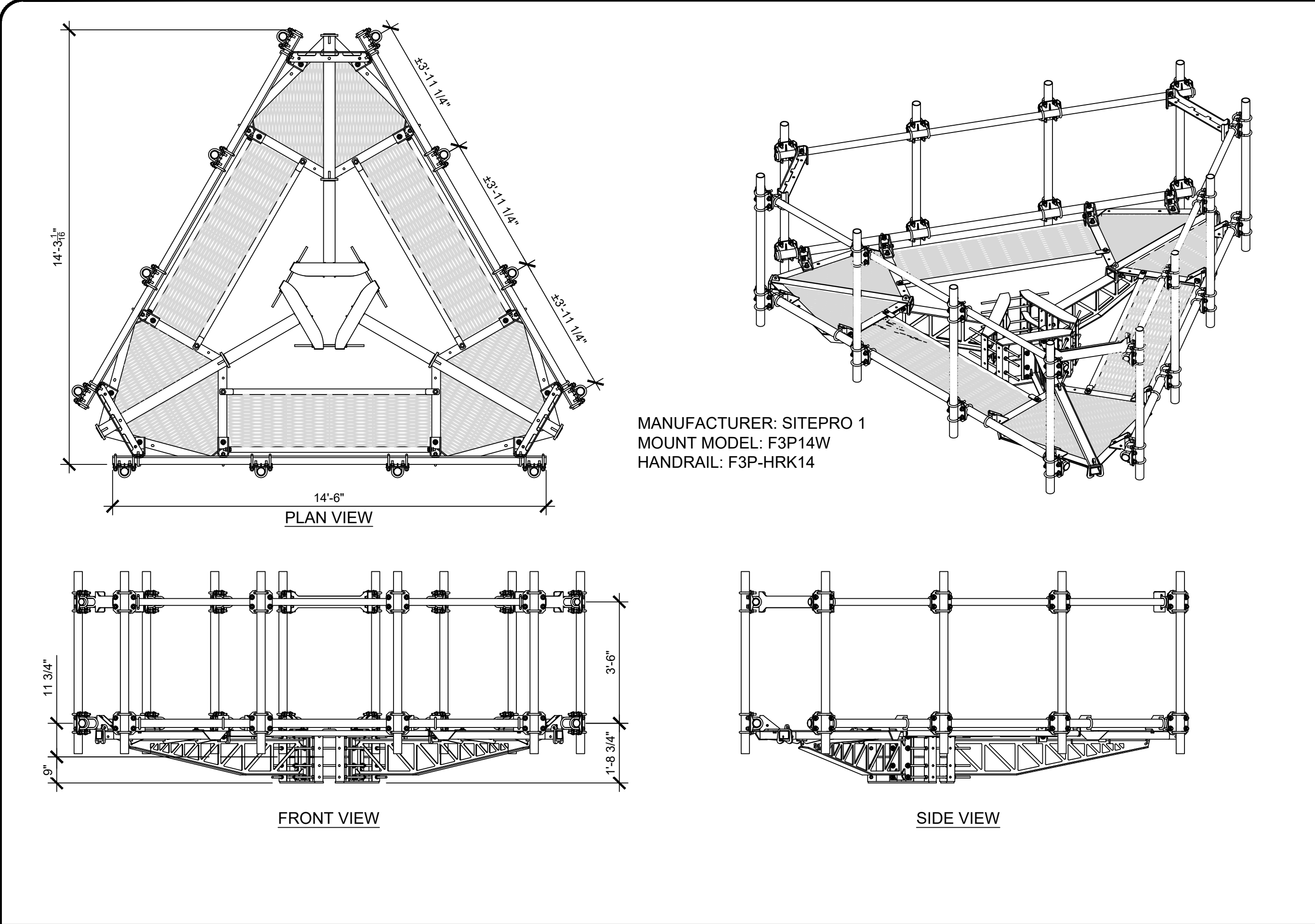
NOT TO
SCALE

1	PROPOSED ANTENNA PLAN
---	-----------------------

22"x34" SCALE: 1/2" = 1'-0"
11"x17" SCALE: 1/4" = 1'-0"

11"x17" SCALE: 1/4" = 1'-0"





6

ANTENNA MOUNT SPECIFICATION

NOT TO SCALE

5

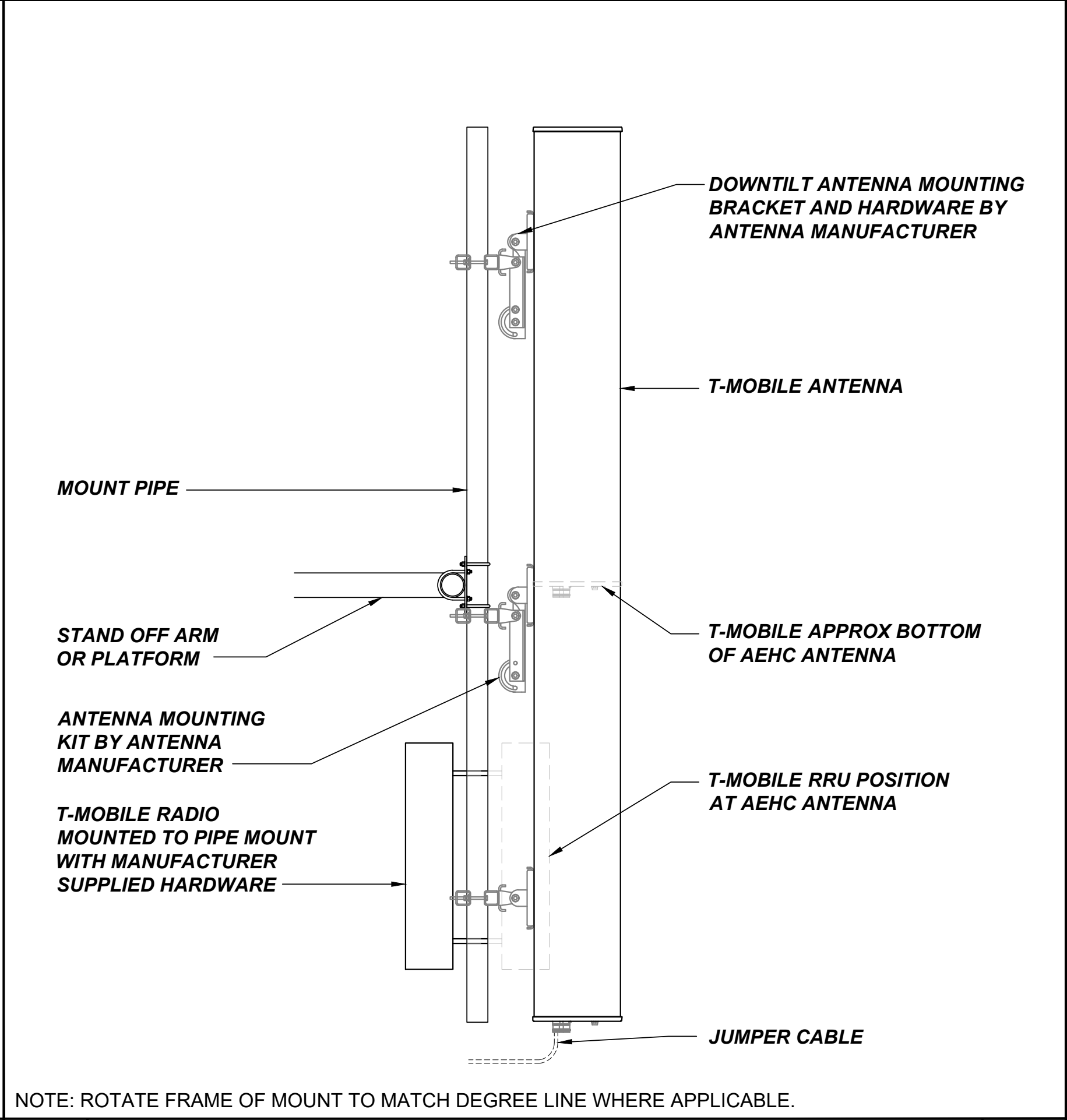
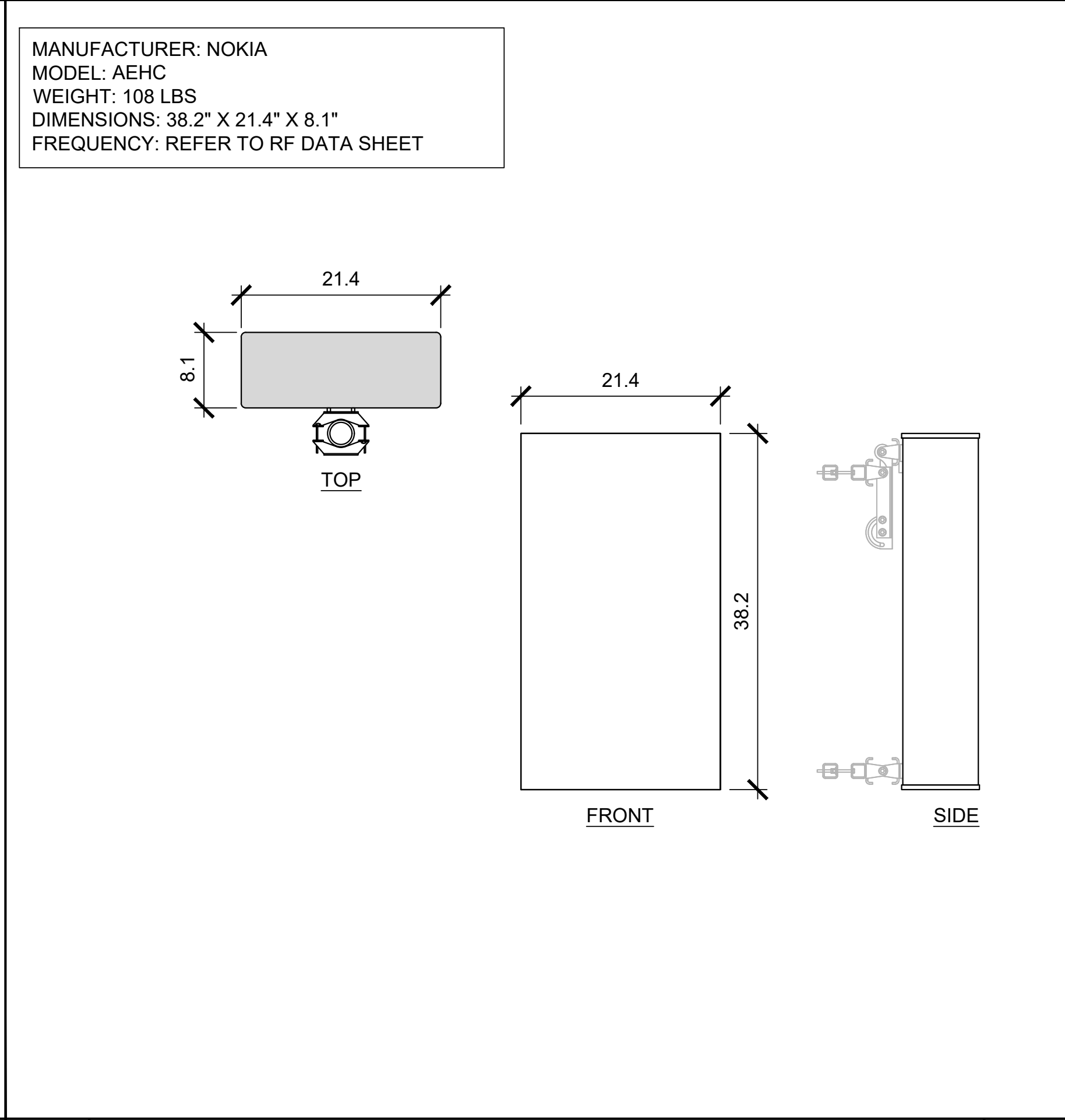
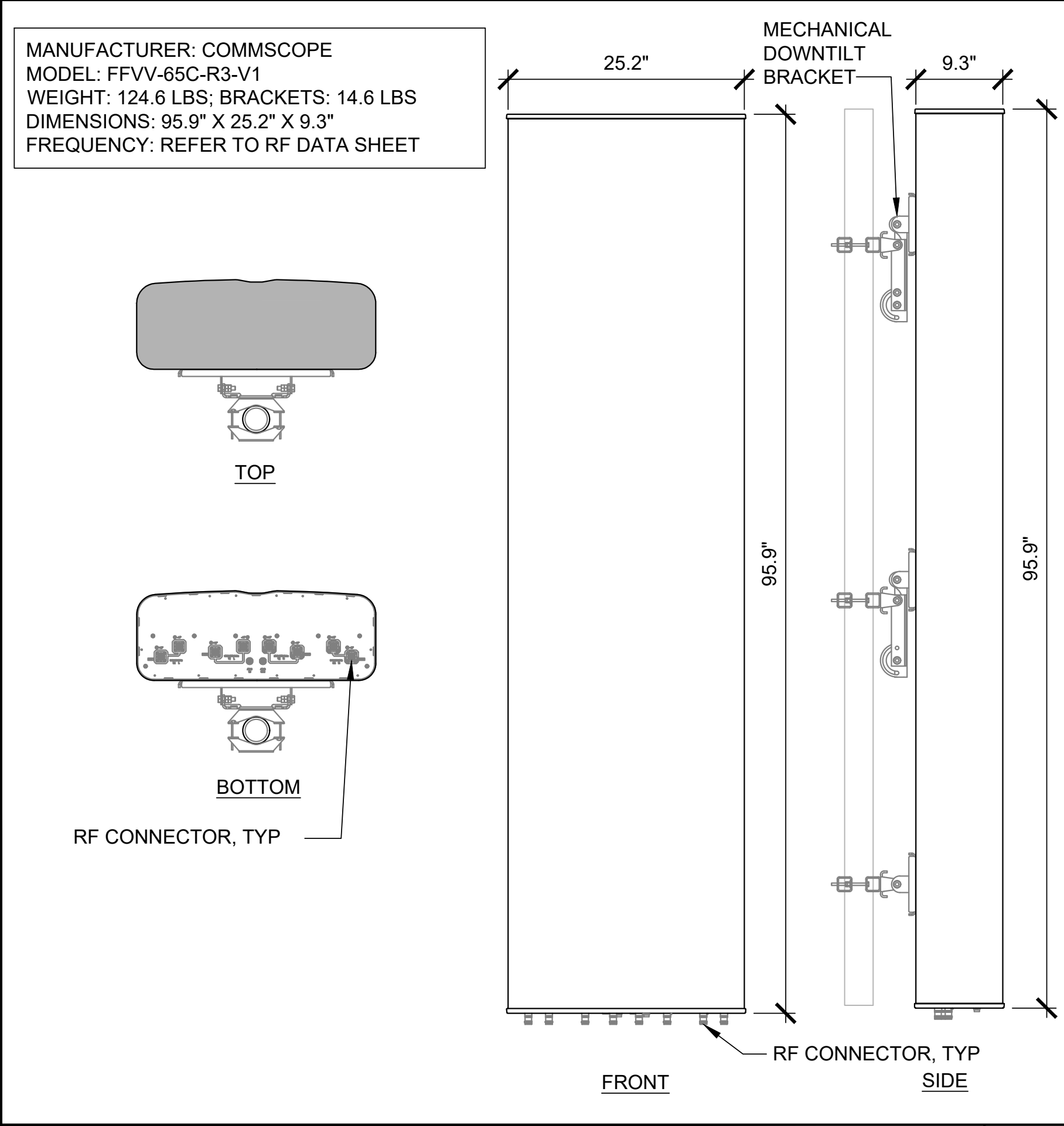
AHFIG DETAIL

NOT TO SCALE

4

AHLOA DETAIL

NOT TO SCALE



3

ANTENNA DETAIL

NOT TO SCALE

2

ANTENNA DETAIL

NOT TO SCALE

1

MOUNTING DETAIL

NOT TO SCALE

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HELENA, MT 59601
LEWIS AND CLARK COUNTY

92'-0" MONOPOLE

DRAWINGS ISSUED FOR:				
REV.	DATE	DRAWN	DESCRIPTION	QA/QC
A	07/11/22	RCD	PRELIMINARY REVIEW	WJR
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1	01/23/24	CS	100% CONSTRUCTION	ZN

SHEET TITLE:
EQUIPMENT
DETAILS

SHEET NUMBER:
A-5

REVISION:
1

MANUFACTURER: NOKIA
MODEL: ABIO UNIT
DIMENSIONS: 8.62"x14.33"x0.98"
WEIGHT: 5.84 LBS



11

NOT USED

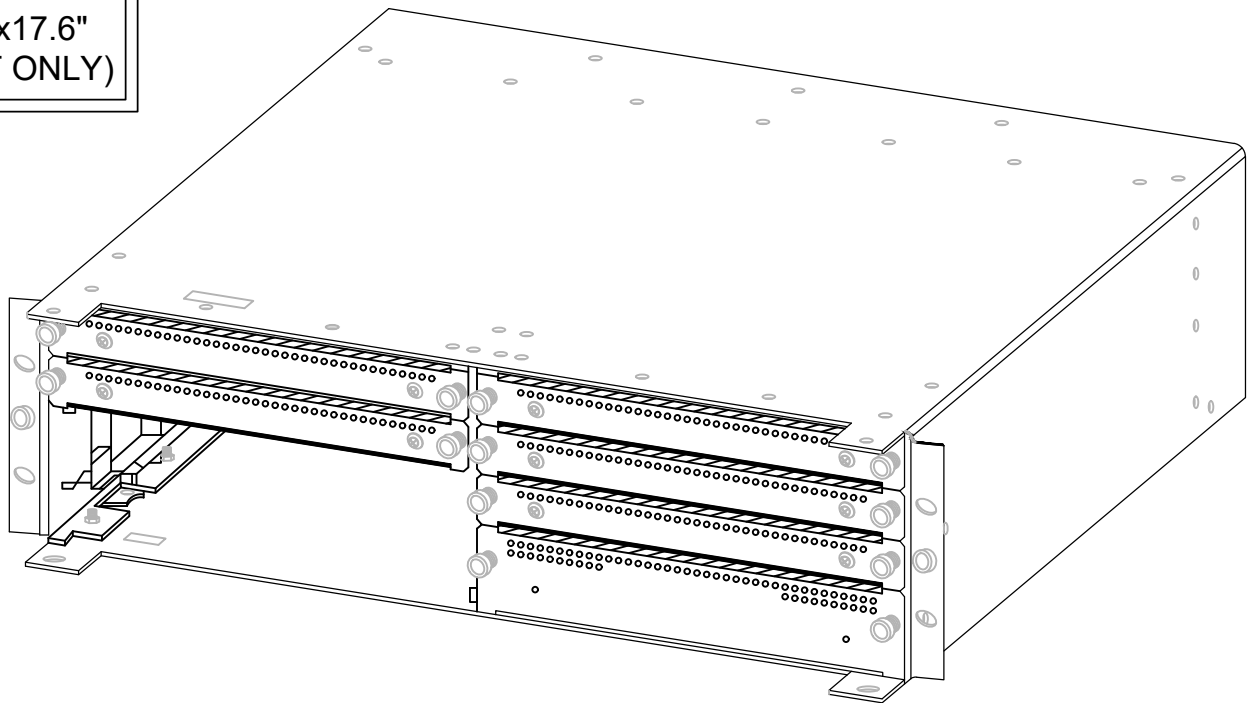
NOT TO SCALE

10

NOT USED

NOT TO SCALE

MANUFACTURER: NOKIA
MODEL: AMIA UNIT
DIMENSIONS: 5.1"x15.7"x17.6"
WEIGHT: 11.2 LBS (UNIT ONLY)



8

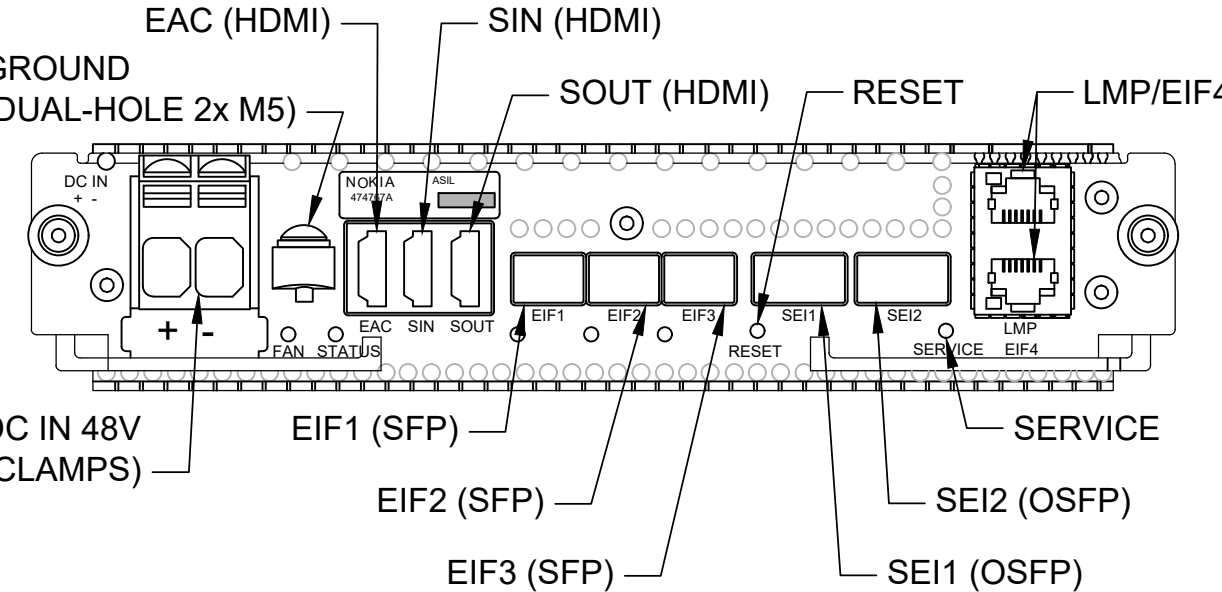
AMIA DETAIL

NOT TO SCALE

7

NOT TO SCALE

MANUFACTURER: NOKIA
MODEL: ASIL UNIT
DIMENSIONS: 8.62"x14.84"x1.9"
WEIGHT: 6.8 LBS



9

ABIO DETAIL


NOT TO SCALE

6

ASIL DETAIL

NOT TO SCALE

MANUFACTURER: RAYCAP
MODEL: 100-3-1U
DIMENSIONS: 1.7"x17.6"x13.5"
WEIGHT: 11.2"



5

VOLTAGE BOOSTER DETAIL

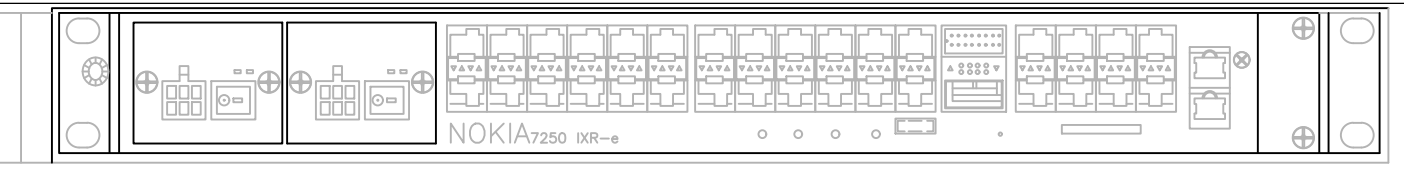
NOT TO SCALE

4

NOT USED

NOT TO SCALE

MANUFACTURER: NOKIA
MODEL: IXR-e
DIMENSIONS: 17.25"x10.0"x1.75"
WEIGHT: TBD



3

ROUTER DETAIL

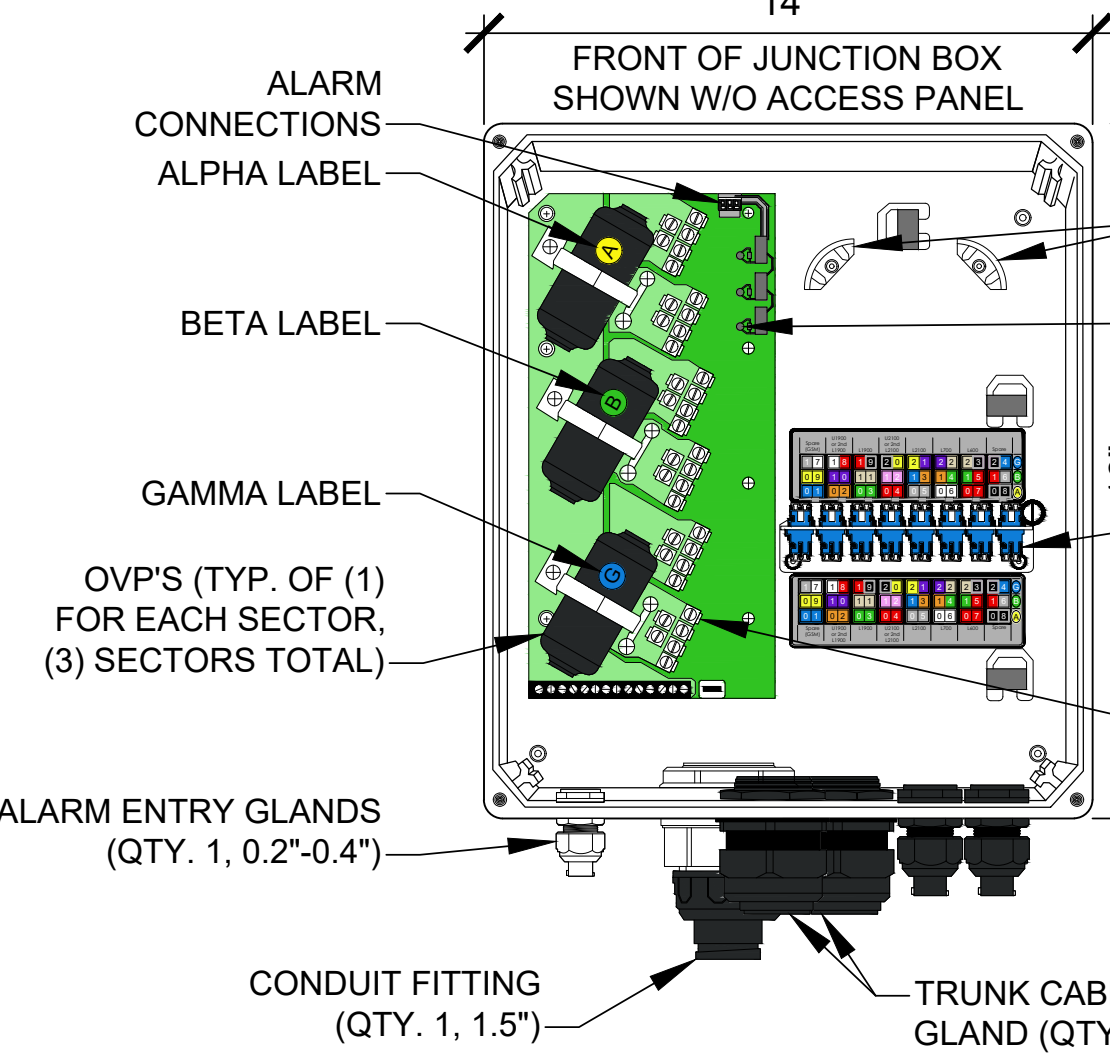
NOT TO SCALE

2

NOT USED

NOT TO SCALE

MANUFACTURER: RAYCAP
MODEL: RTMDC-5634-PF-48
DIMENSIONS: 14.0"x8.0"x16.0"
WEIGHT: 15.2 LBS



FRONT OF JUNCTION BOX
SHOWN W/O ACCESS PANEL

14"

16"

ALARM CONNECTIONS

ALPHA LABEL

BETA LABEL

GAMMA LABEL

OVP'S (TYP. OF (1)
FOR EACH SECTOR,
(3) SECTORS TOTAL)

ALARM ENTRY GLANDS
(QTY. 1, 0.2"-0.4")

CONDUIT FITTING
(QTY. 1, 1.5")

TRUNK CABLE ENTRY
GLAND (QTY. 2, 1.1"-1.7")

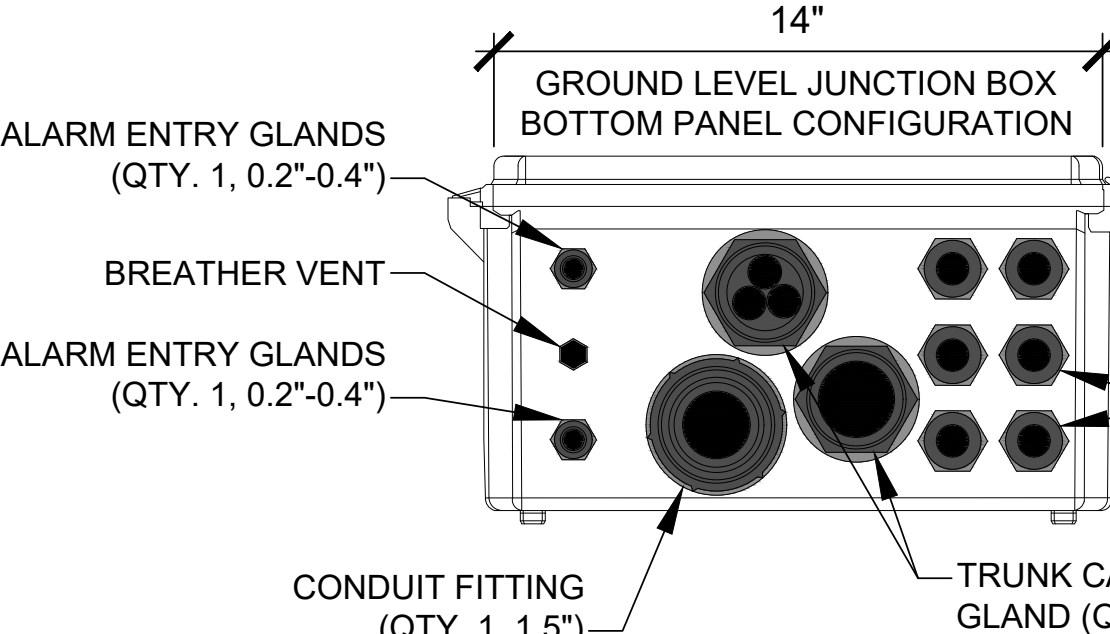
FIBER MANAGEMENT

POWER INDICATION
LED'S (1 PER SECTOR)

FIBER ADAPTERS,
QUANTITY 24, 3x8 CLIPS
FACING FORWARD

LUGS, QTY. 6 EACH, 2-14 AWG

MANUFACTURER: RAYCAP
MODEL: RTMDC-5634-PF-48
DIMENSIONS: 14.0"x8.0"x16.0"
WEIGHT: 15.2 LBS



GROUND LEVEL JUNCTION BOX
BOTTOM PANEL CONFIGURATION

14"

16"

ALARM ENTRY GLANDS
(QTY. 1, 0.2"-0.4")


BREATHER VENT

ALARM ENTRY GLANDS
(QTY. 1, 0.2"-0.4")


CONDUIT FITTING
(QTY. 1, 1.5")

TRUNK CABLE ENTRY
GLAND (QTY. 2, 1.1"-1.7")


FIBER JUMPER ENTRY
GLANDS (QTY. 6, 0.5"-0.7")



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LEWIS AND CLARK COUNTY

92'-0" MONOPOLE

DRAWINGS ISSUED FOR:

REV.	DATE	DRAWN	DESCRIPTION	QA/QC
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1	01/23/24	CS	100% CONSTRUCTION	ZN



SHEET TITLE:
EQUIPMENT
DETAILS

SHEET NUMBER:
A-6

REVISION:
1

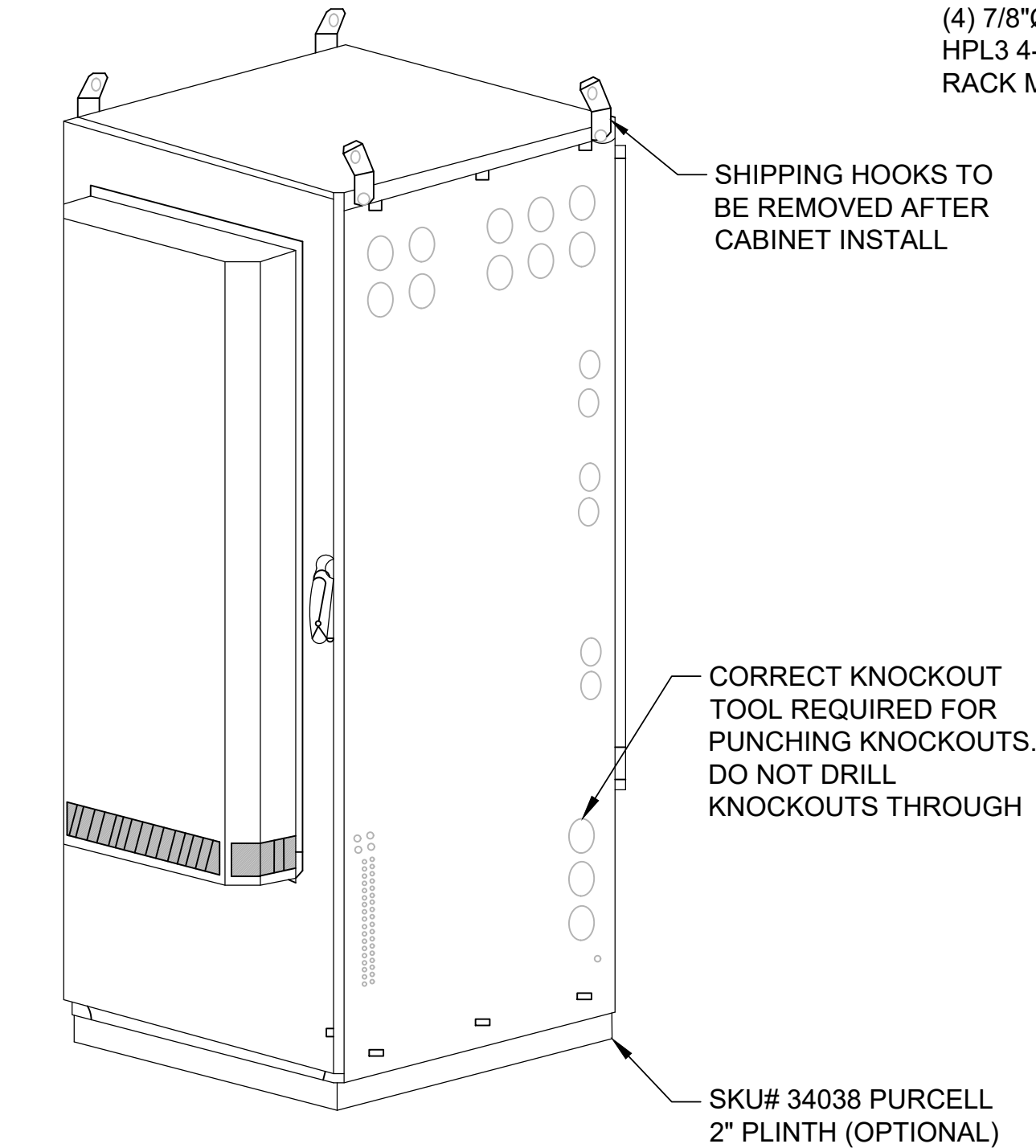
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, ARE THE PROPERTY OF INFINIGY ENGINEERING, PLLC AND ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR OTHER PROJECTS WITHOUT THE WRITTEN AUTHORIZATION OF INFINIGY ENGINEERING, PLLC. IT IS UNLAWFUL FOR ANY PERSON TO AMEND ANY ASPECT OF THESE DRAWINGS WITHOUT THE WRITTEN APPROVAL OF THE PROFESSIONAL OF RECORD.

Page 175 of 202

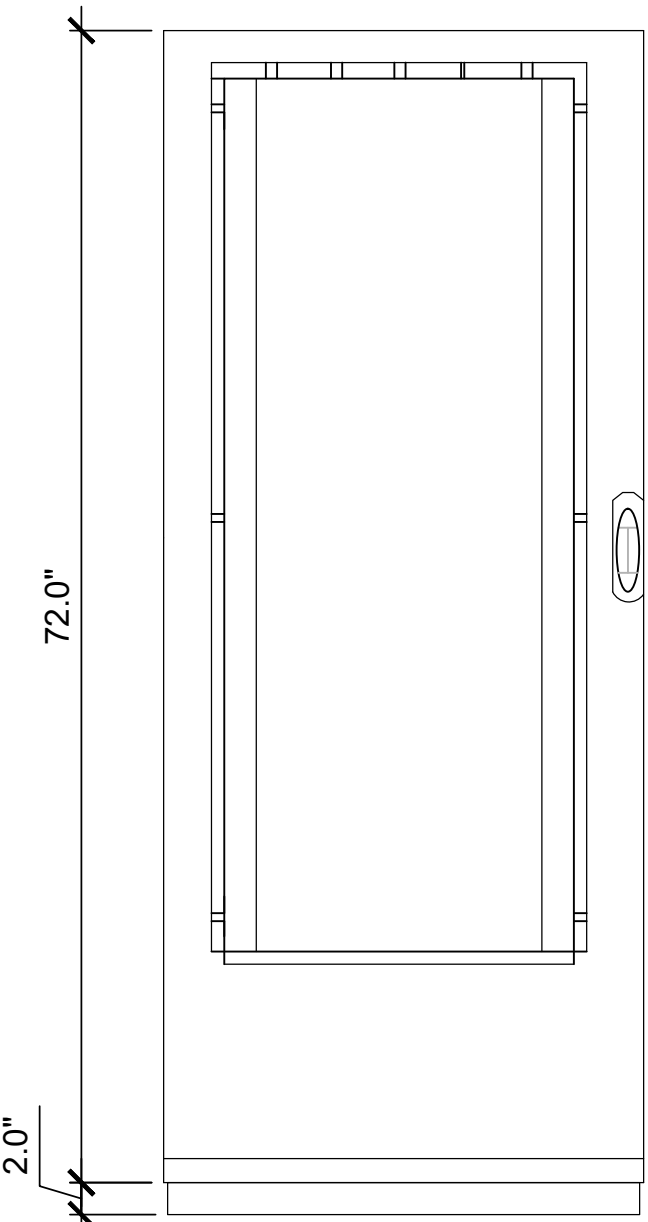
MANUFACTURER: PURCELL SYSTEMS INC
MODEL: HPL3 600A DC CABINET
WEIGHT: 430 LBS (WITHOUT EQUIPMENT) 850 LBS (MAX.)
DIMENSIONS: 30.0"x48.0"x72.0"

NOTE:
• ADDITIONAL KNOCKOUTS MAY BE REQUIRED AND CAN BE DRILLED ON SITE AS NECESSARY. FOR CABINETS STARTING AT 501 THERE WILL BE A TOTAL OF (8) KNOCKOUTS (2) HORIZONTAL ROWS OF (4)

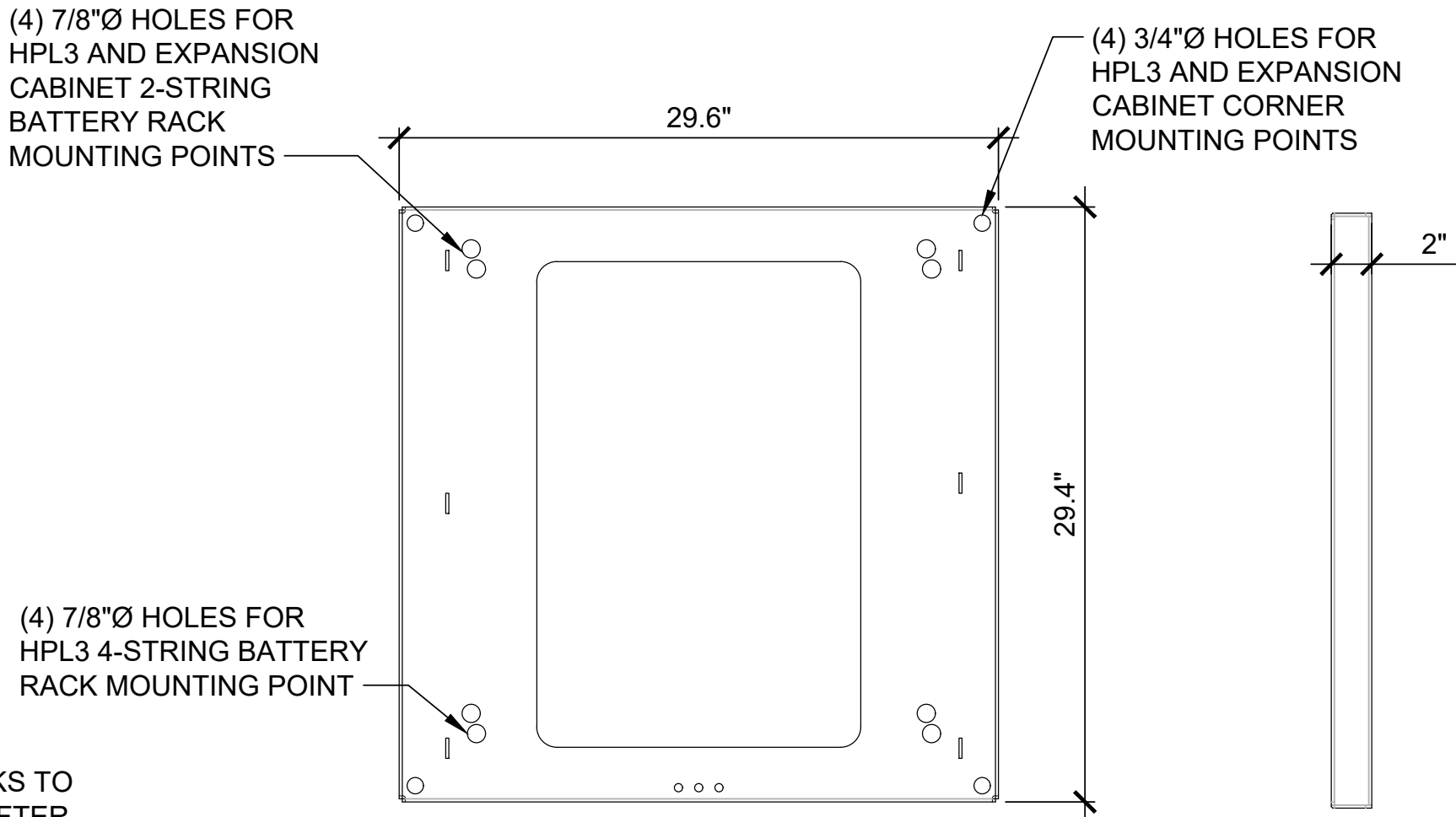
RACK ASSIGNMENT		
RACK	RU SLOT	DESCRIPTION
TOP	15	3RD AIRSCALE
	14	
	13	
	12	FIBER MUX
	11	
	10	2ND AIRSCALE
	9	
	8	FIBER MUX
	7	
	6	1ST AIRSCALE
	5	
	4	
	3	FIBER MUX
	2	
	1	
	RECTIFIER SHELF	
BOTTOM	16	AAV
	15	CSR
	14	
	13	4TH AIRSCALE
	12	
	11	FIBER MUX
	10	
	9	3RD LEGACY BBU
	8	
	7	2ND LEGACY BBU
	6	
	5	1ST LEGACY BBU
	4	
	3	
	2	
	1	



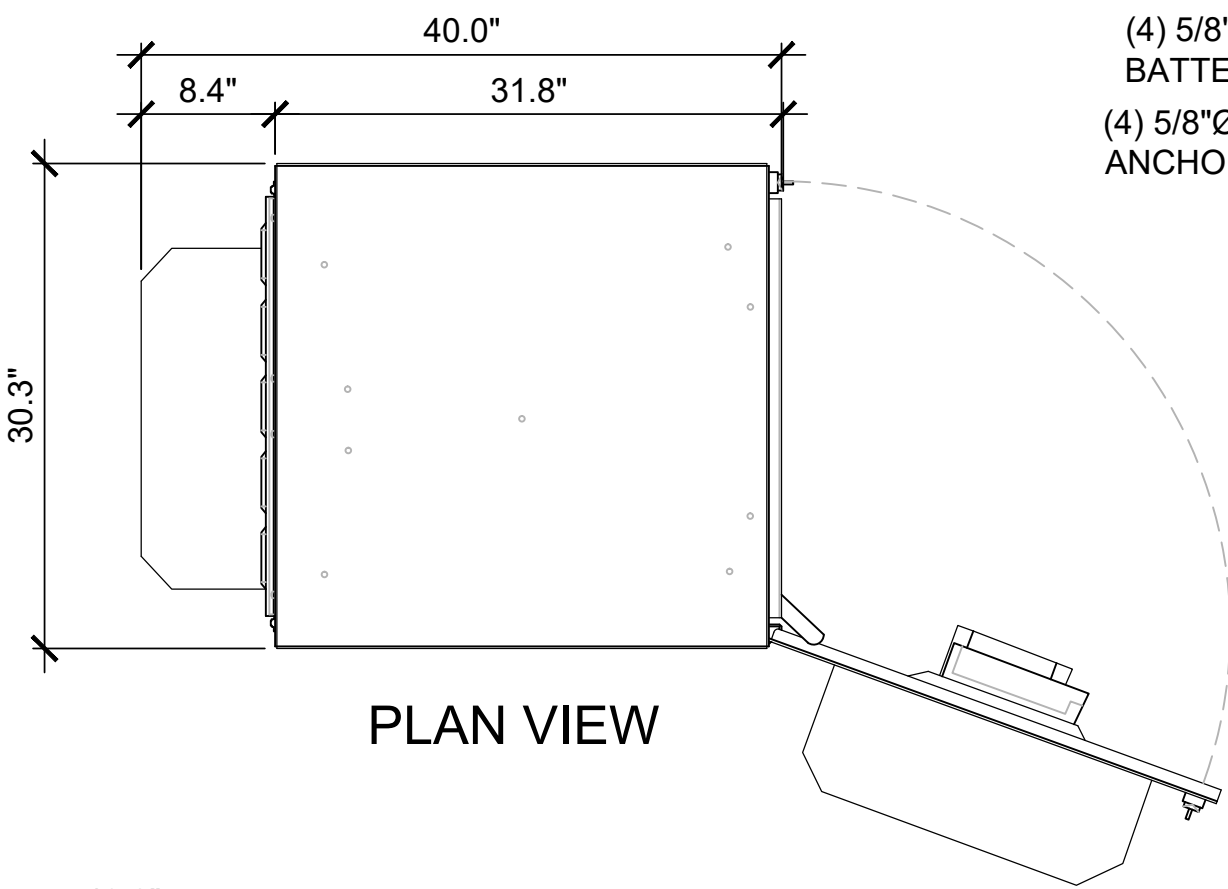
ISO VIEW



FRONT VIEW

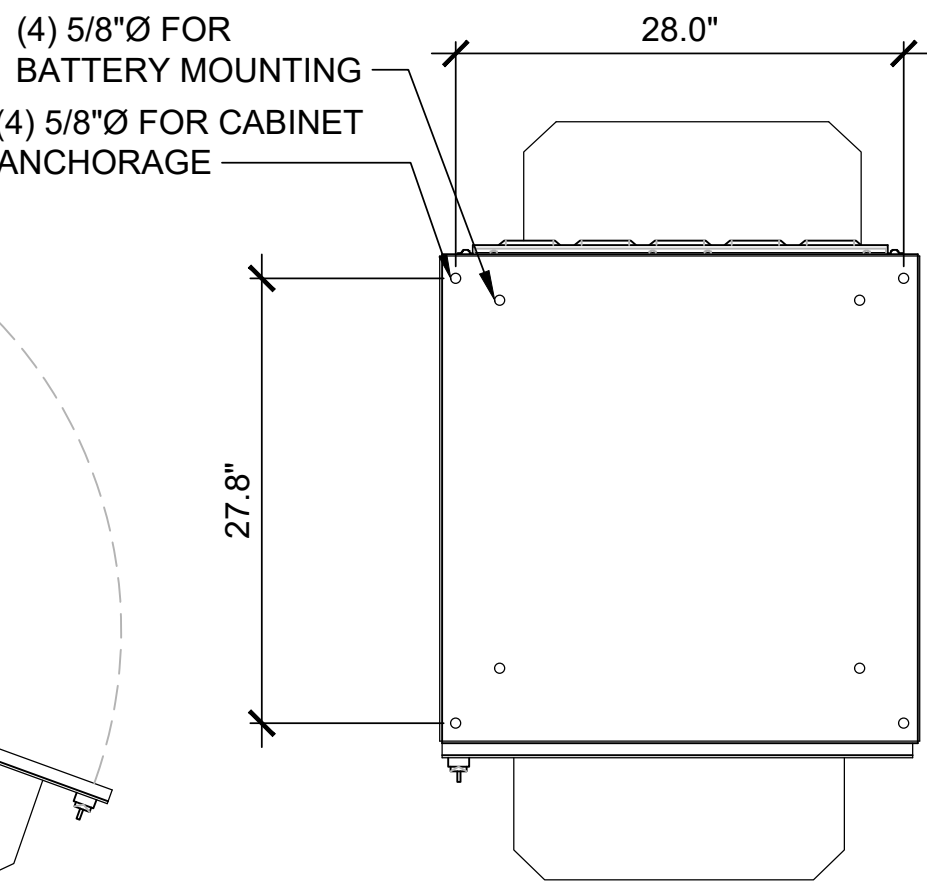


SKU# 34038 PURCELL 2" PLINTH PLAN VIEW

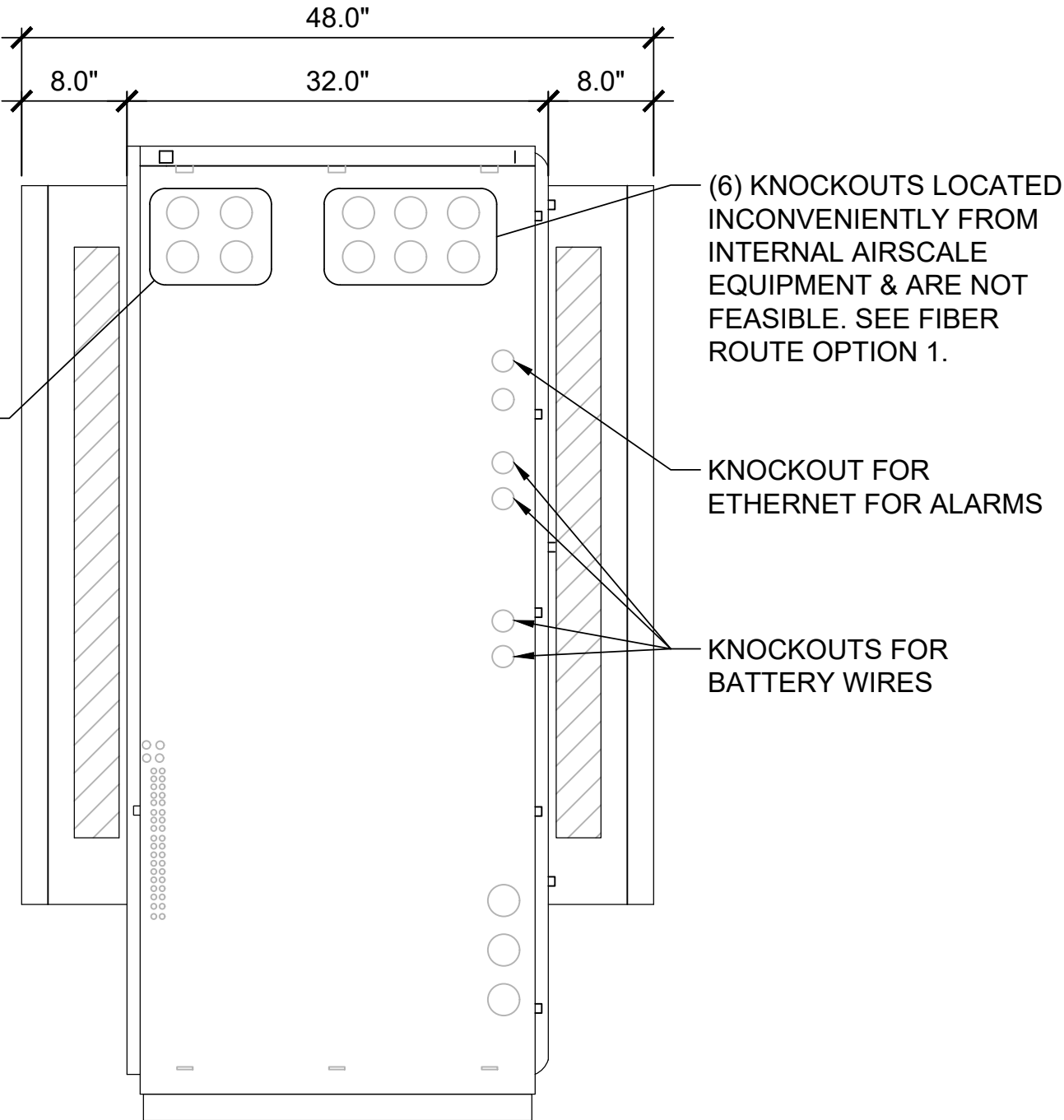


PLAN VIEW

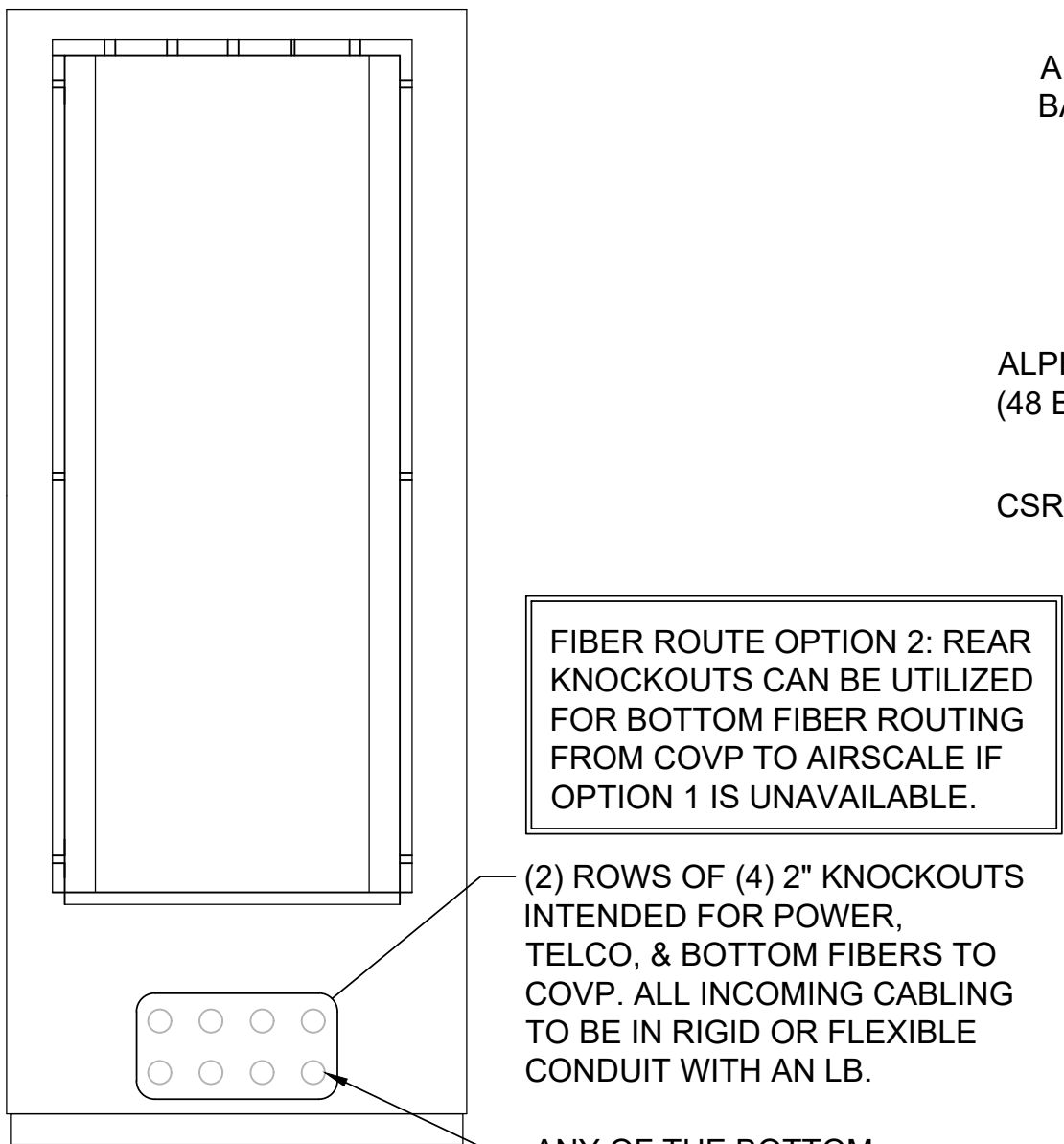
SKU# 34038 PURCELL 2" PLINTH SIDE VIEW



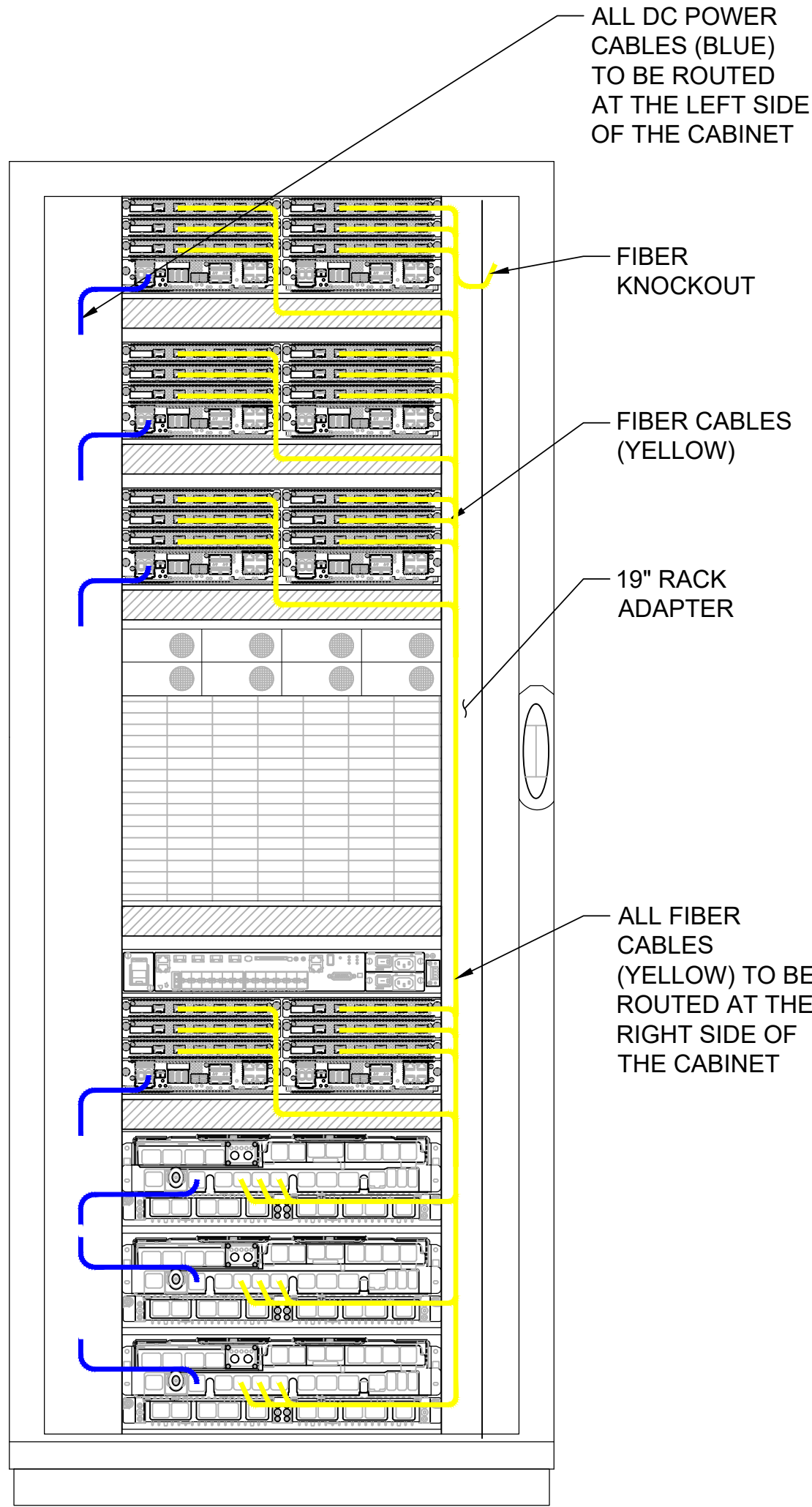
MOUNTING FOOTPRINT



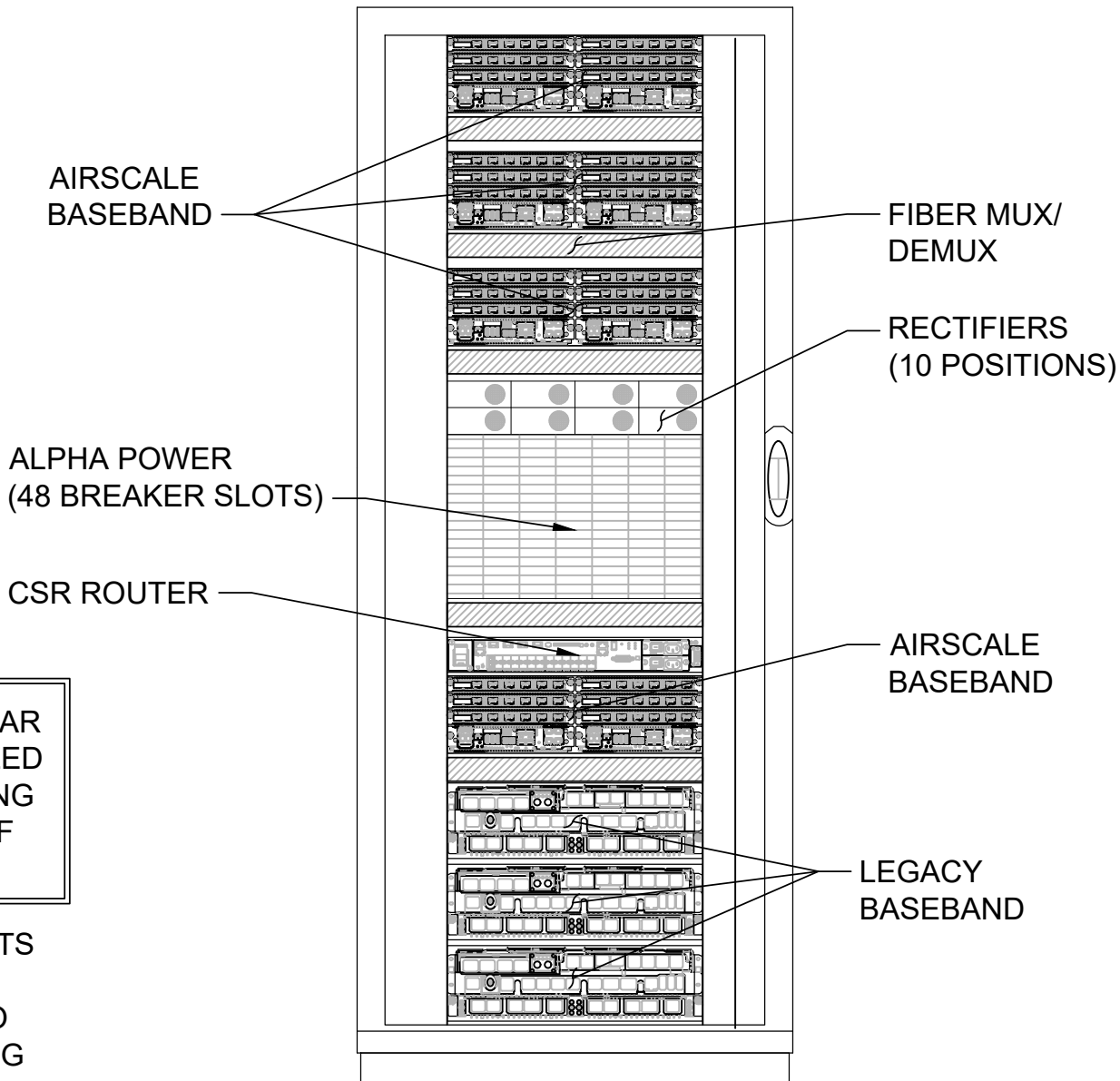
RIGHT VIEW



BACK VIEW



INTERNAL ROUTING



FRONT VIEW (OPEN)

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LEWIS AND CLARK COUNTY

92'-0" MONOPOLE

DRAWINGS ISSUED FOR:

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1	01/23/24	CS	100% CONSTRUCTION	ZN



SHEET TITLE:

EQUIPMENT
DETAILS

SHEET NUMBER:

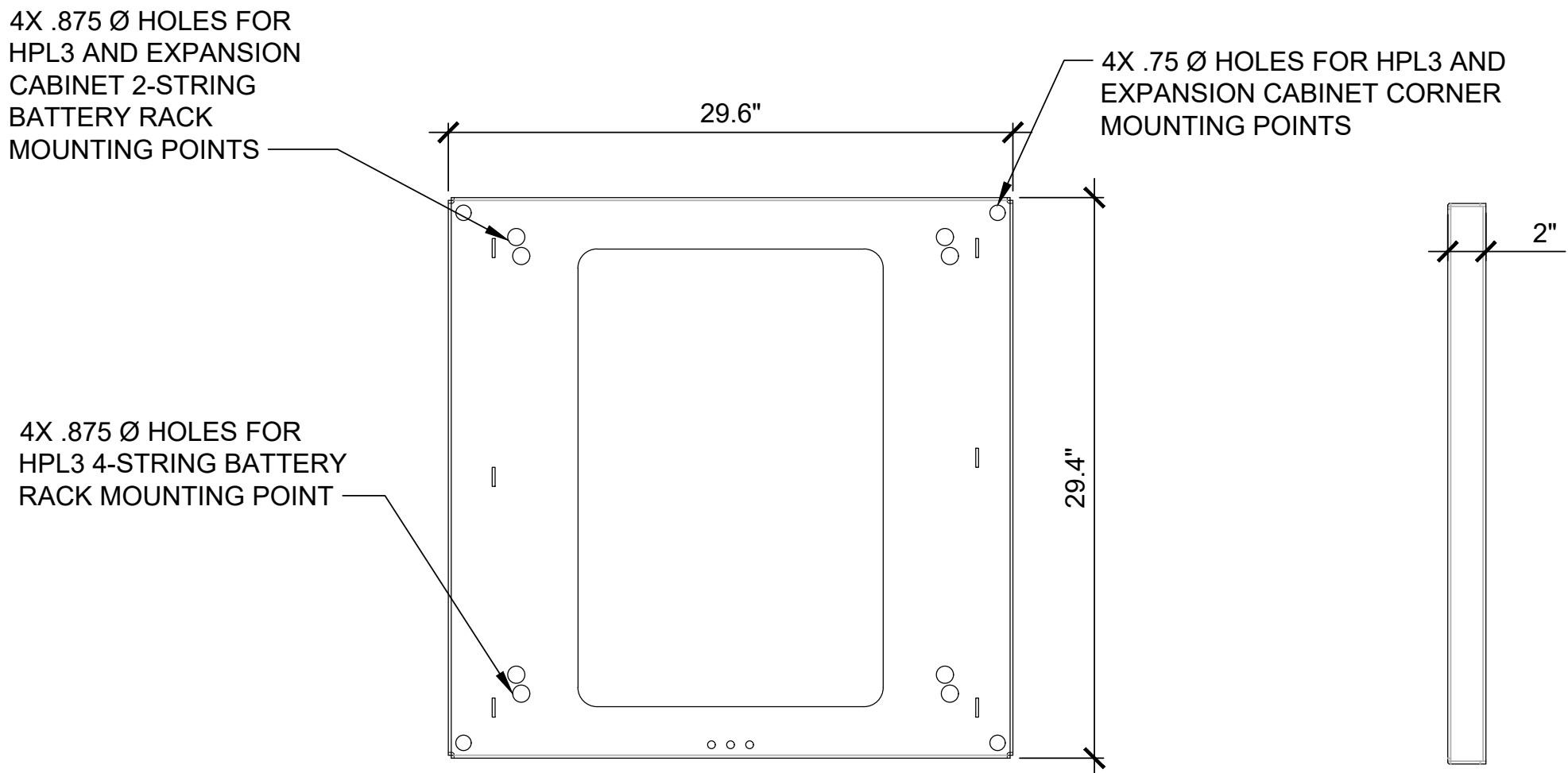
A-6.1

REVISION:

1

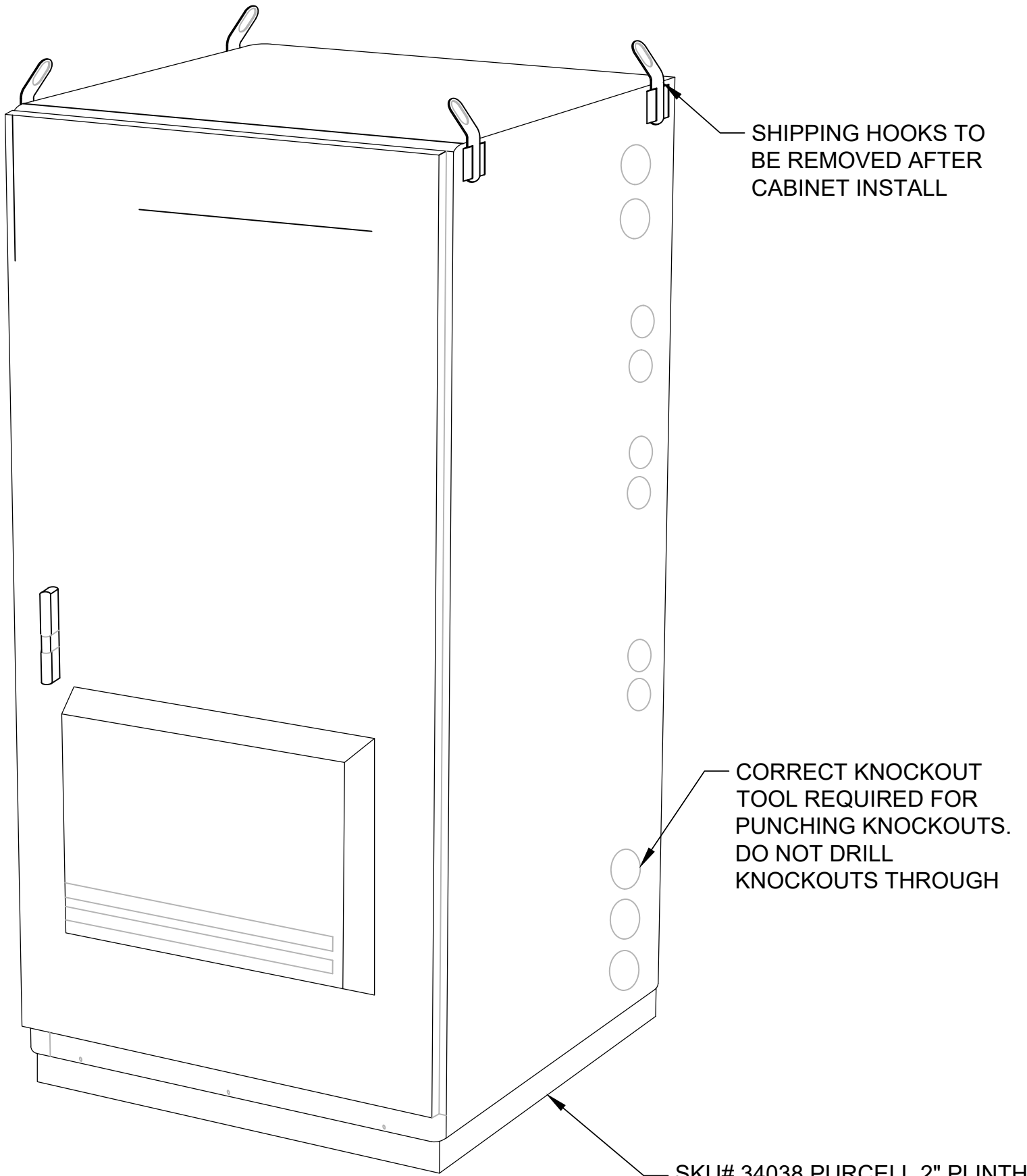
MANUFACTURER: PURCELL SYSTEMS INC
MODEL: HPL3 LARGE BATTERY CABINET
WEIGHT: 350 LBS (WITHOUT EQUIPMENT) 2550 LBS (MAX.)
DIMENSIONS: 30.0"x31.6"x60.4"

- NOTE:
- WIRES RUN THROUGH PROVIDED KNOCKOUT. FOLLOW PROPER INSTALLATION OF GASKET BEFORE MATING THE 2 CABINETS

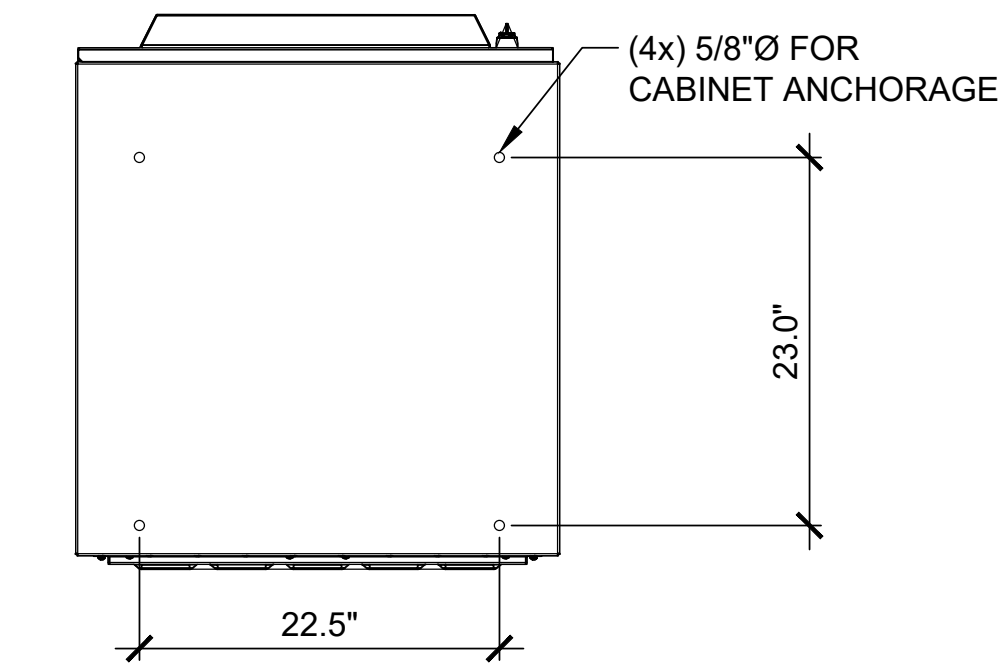


SKU# 34038 PURCELL 2" PLINTH
PLAN VIEW

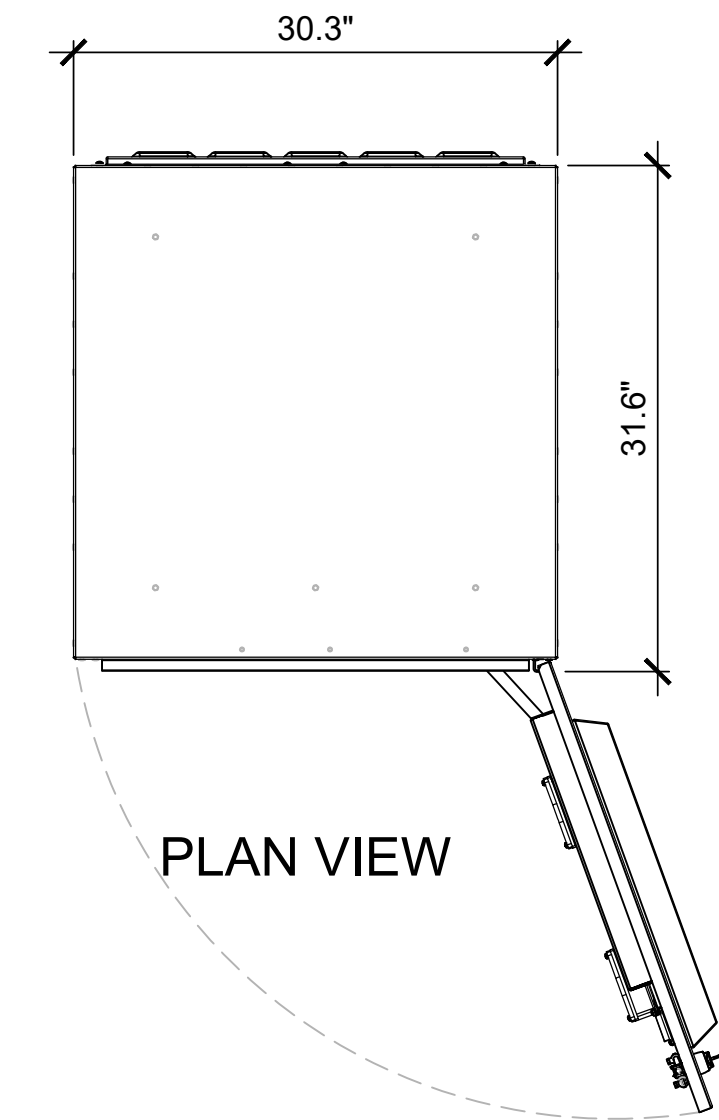
SKU# 34038 PURCELL 2" PLINTH
SIDE VIEW



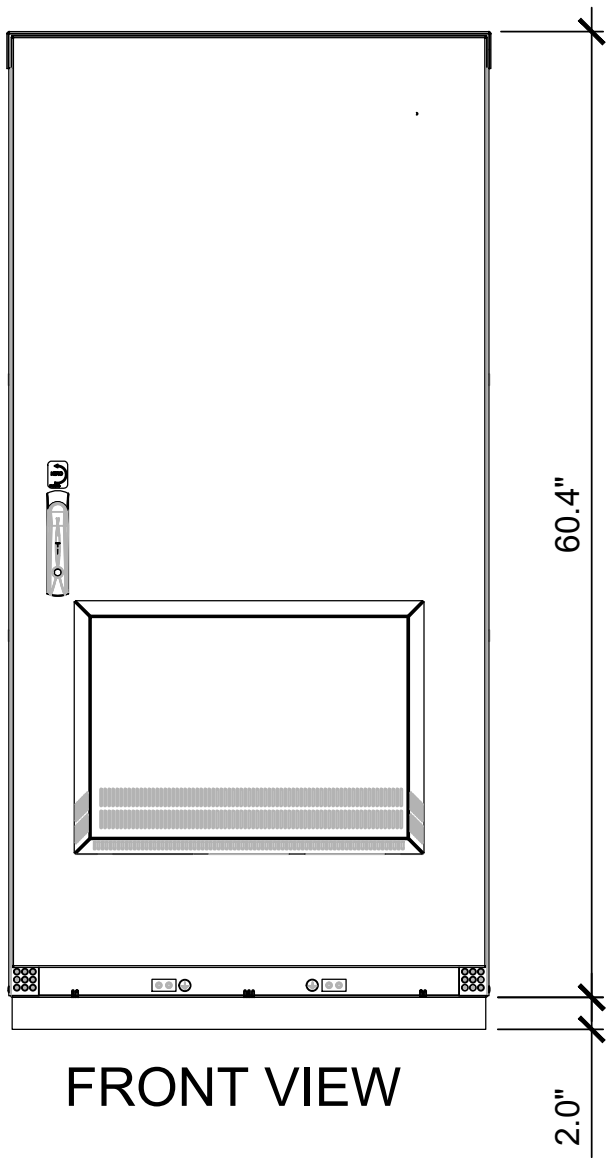
ISO VIEW



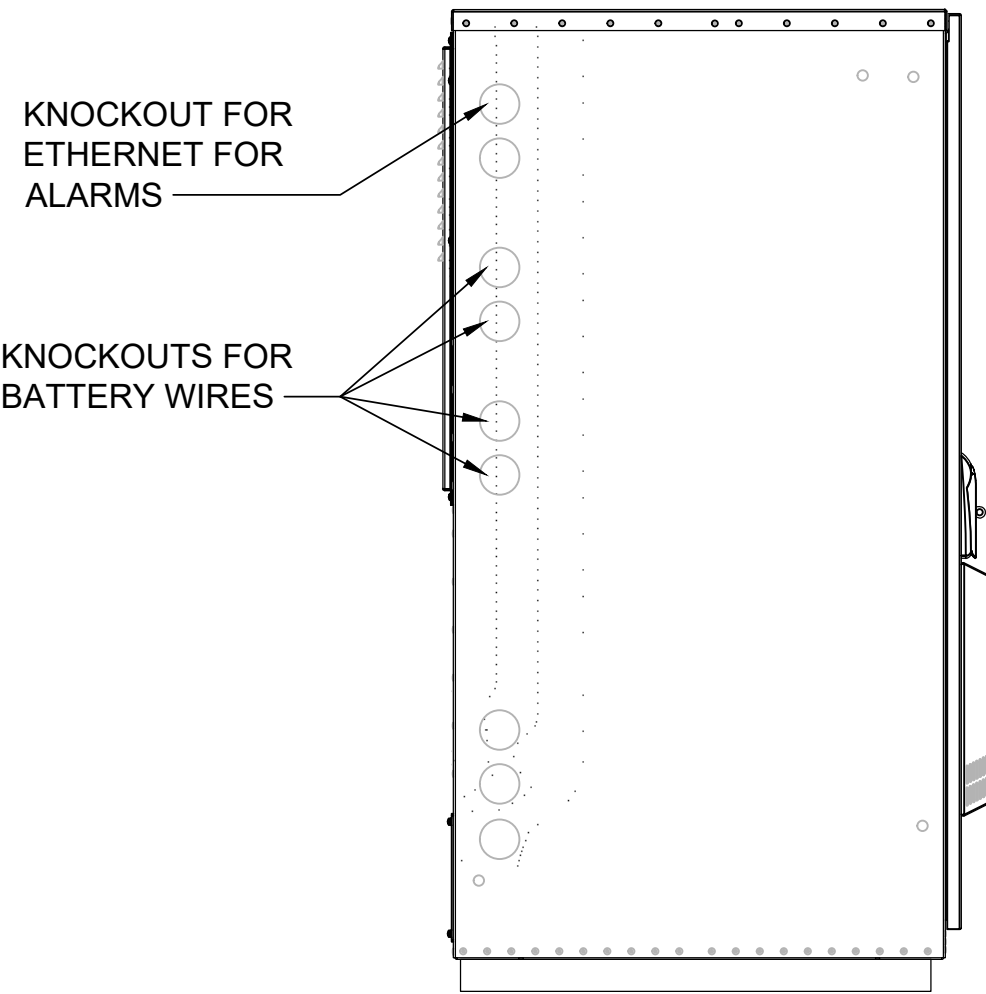
MOUNTING FOOTPRINT



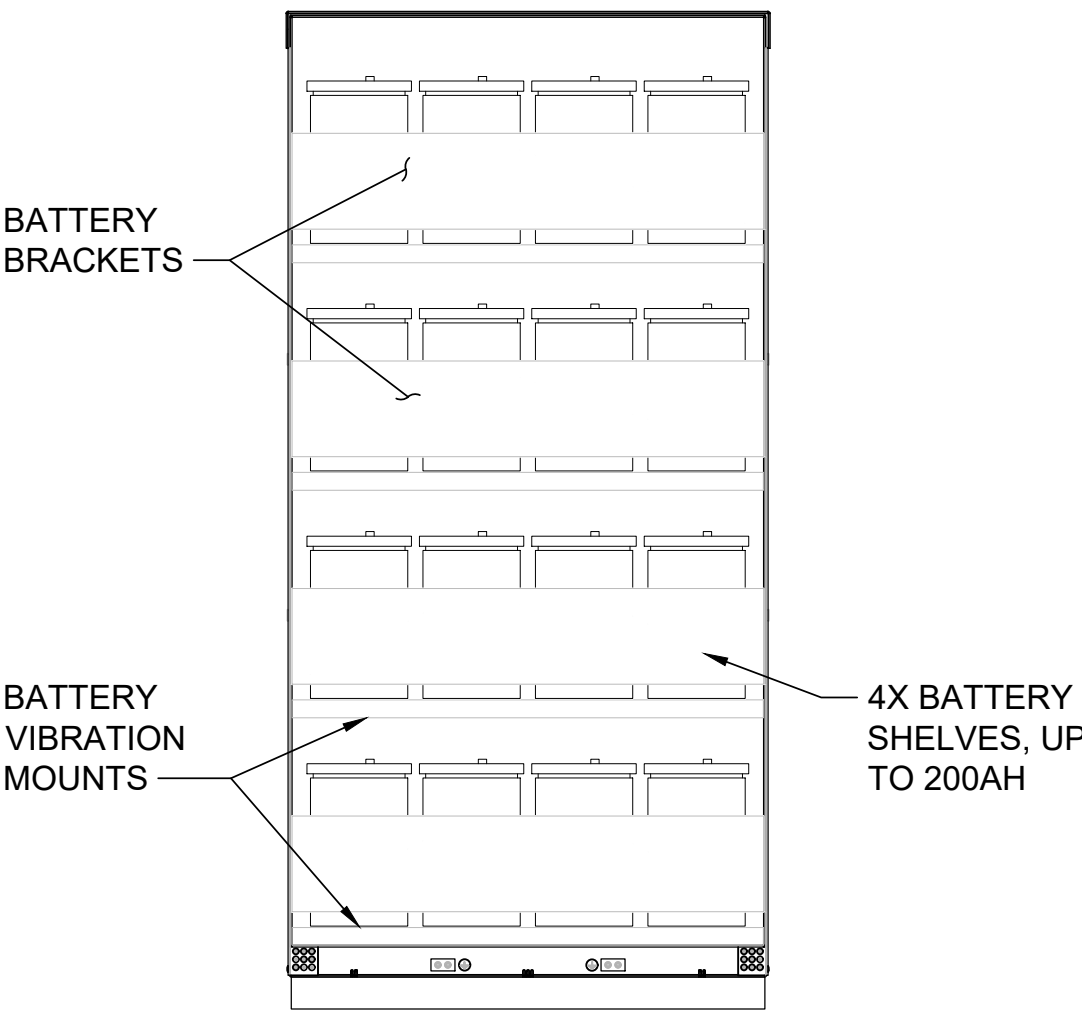
PLAN VIEW



FRONT VIEW



LEFT VIEW



FRONT VIEW
(OPEN)

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92'-0" MONOPOLE

DRAWINGS ISSUED FOR:

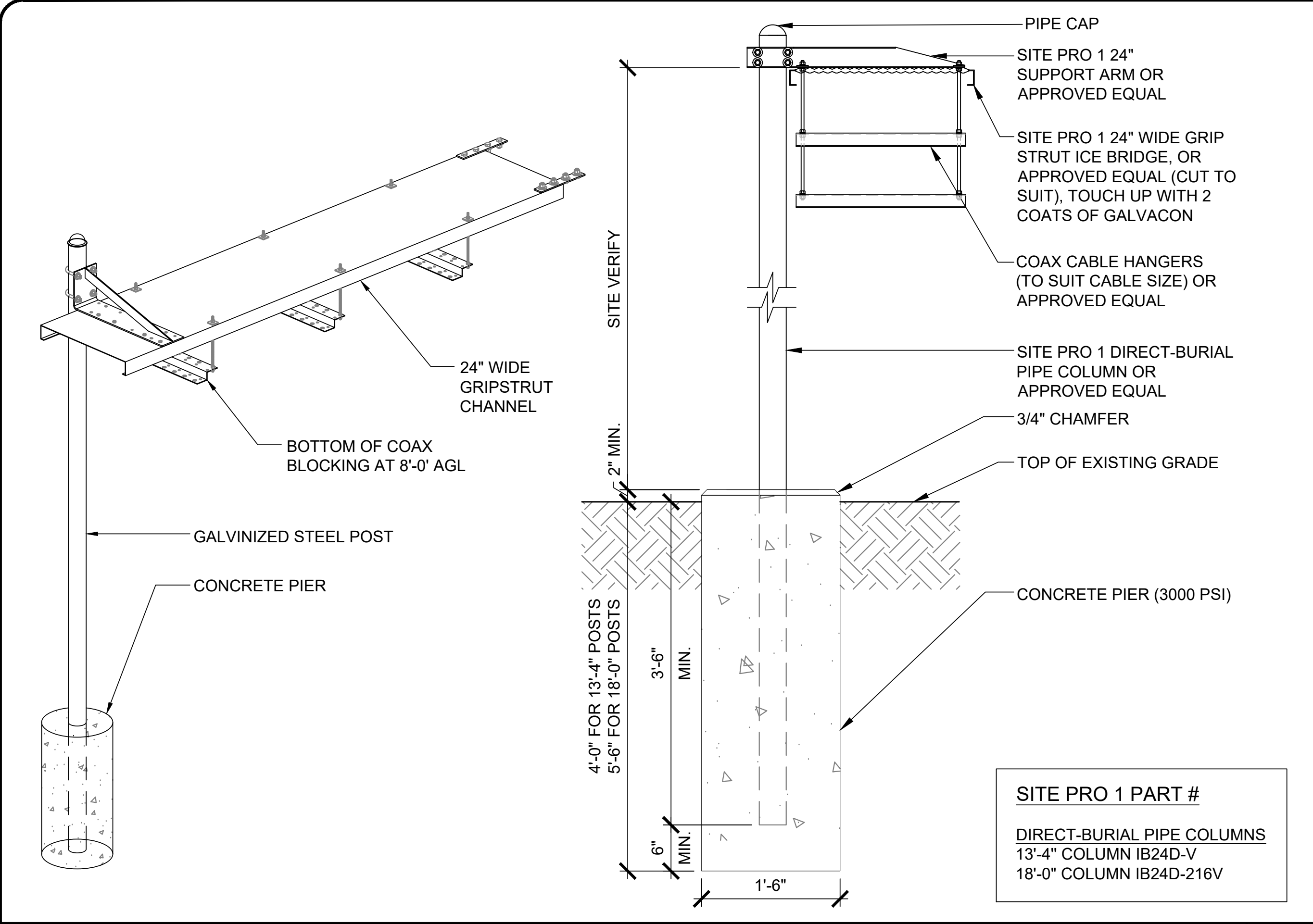
REV.	DATE	DRAWN	DESCRIPTION	QA/QC
A	07/11/22	RCD	PRELIMINARY REVIEW	WJR
0	10/18/22	WJR	100% CONSTRUCTION	TT
1	01/23/24	CS	100% CONSTRUCTION	ZN



SHEET TITLE:
EQUIPMENT
DETAILS

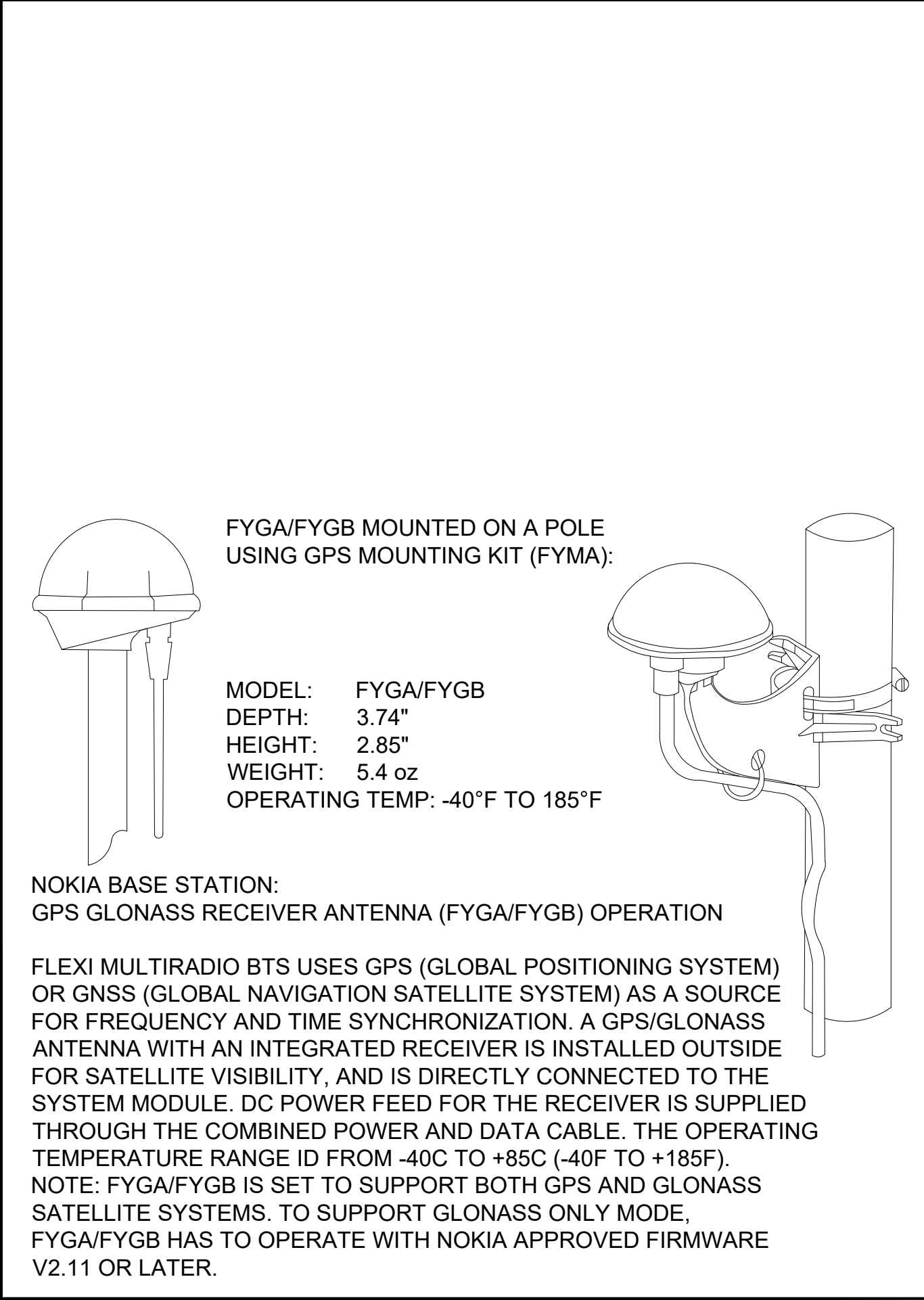
SHEET NUMBER:
A-6.2

REVISION:
1



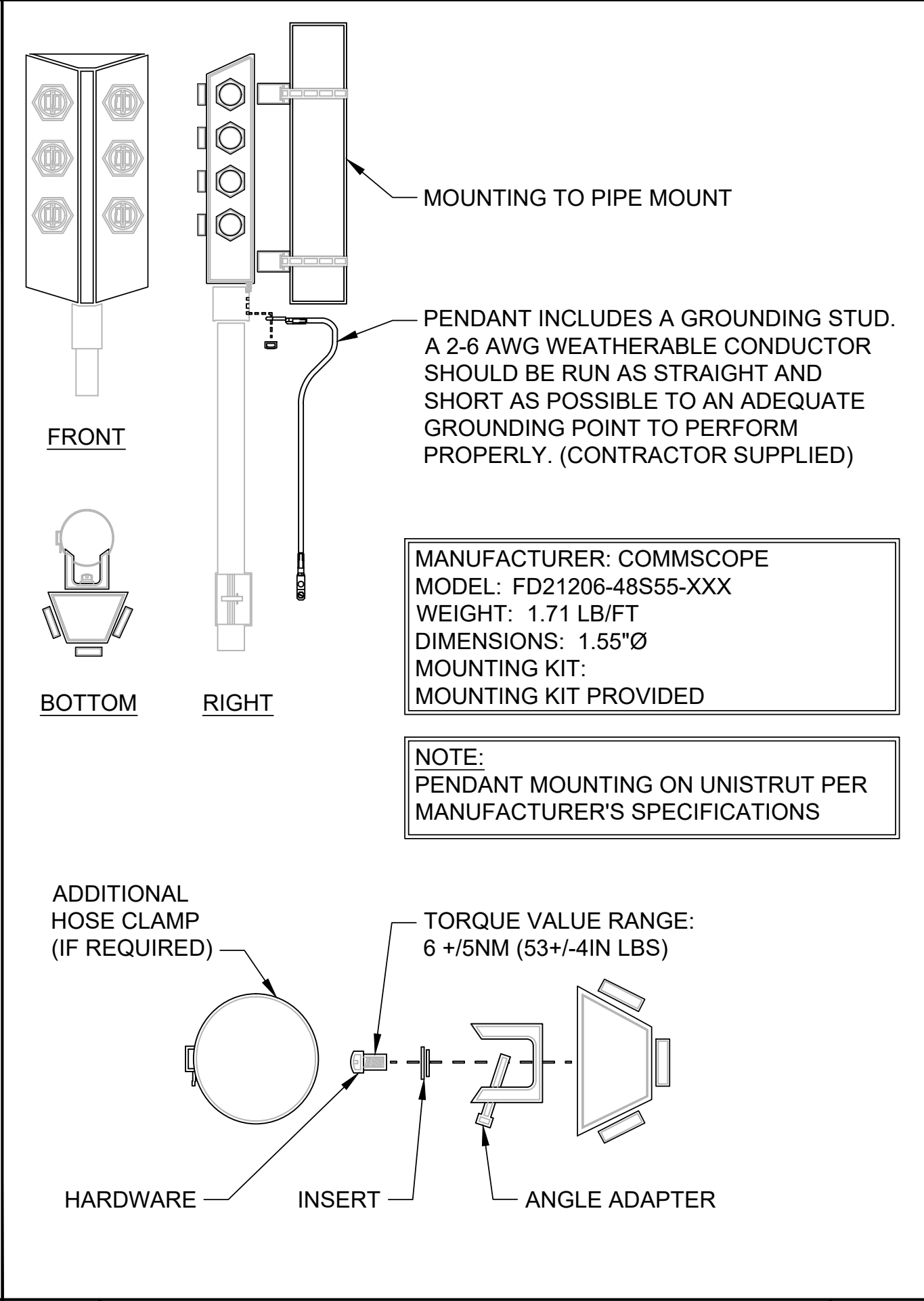
6 ICE BRIDGE SPECIFICATION

NOT TO SCALE



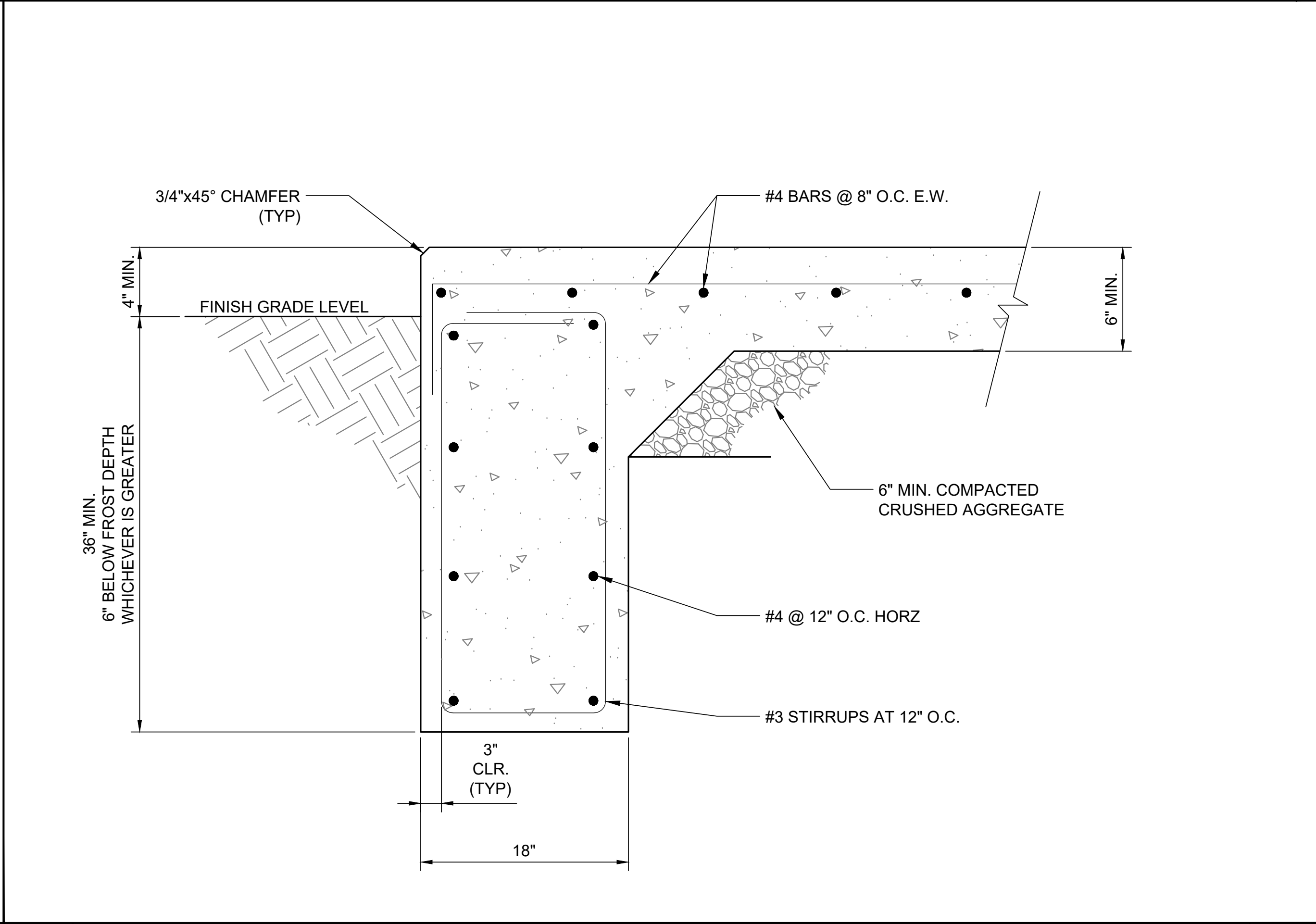
4 GPS ANTENNA DETAIL

NOT TO SCALE



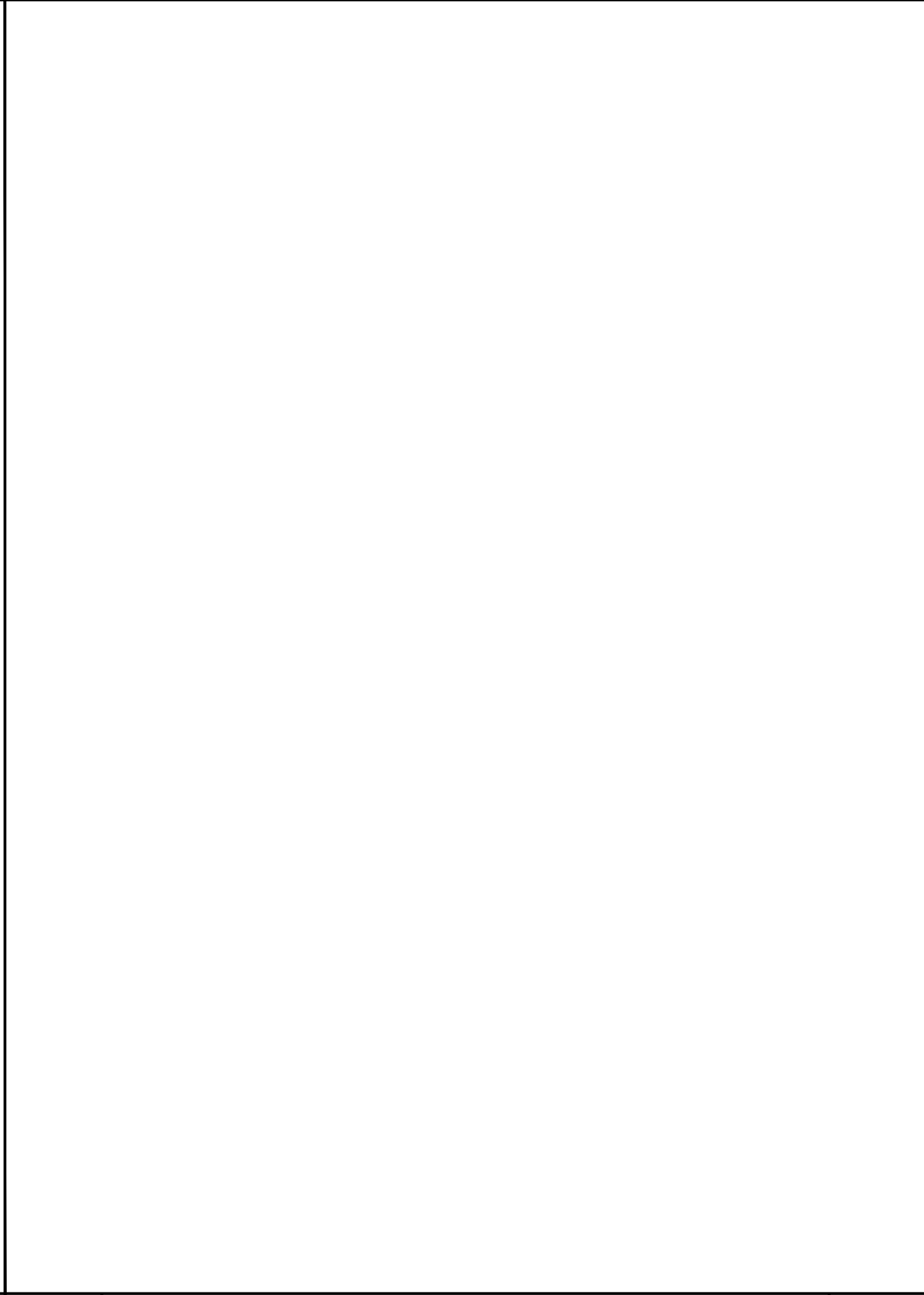
3 HYBRID W/ PENDANT DETAIL

NOT TO SCALE



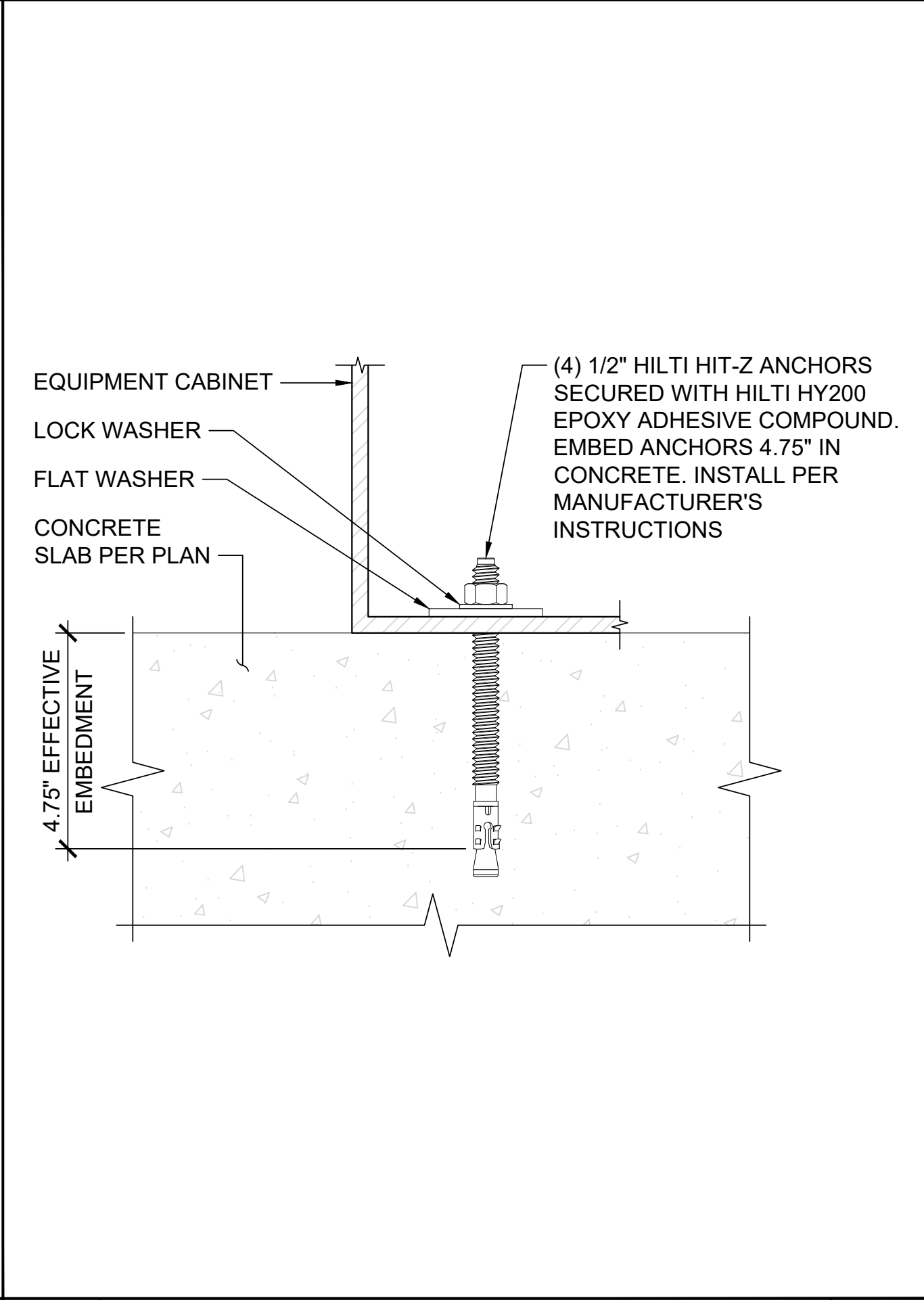
5 CONCRETE PAD DETAIL

NOT TO SCALE



2 NOT USED

NOT TO SCALE



1 CABINET ATTACHMENT DETAIL

NOT TO SCALE

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LEWIS AND CLARK COUNTY

92'-0" MONOPOLE

DRAWINGS ISSUED FOR:

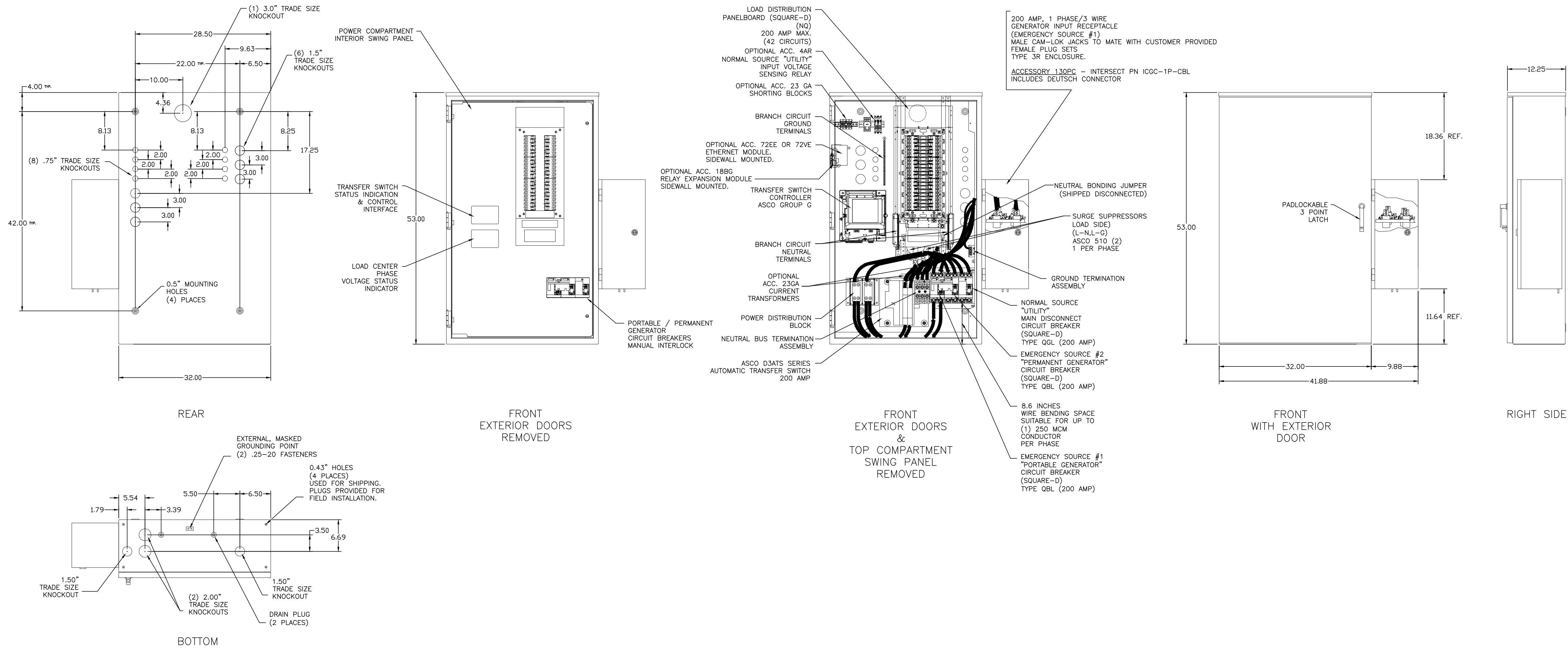
REV.	DATE	DRAWN	DESCRIPTION	QA/QC
A	07/11/22	RCD	PRELIMINARY REVIEW	WJR
0	10/18/22	WJR	100% CONSTRUCTION	TT
1	01/23/24	CS	100% CONSTRUCTION	ZN

SHEET TITLE:
EQUIPMENT
DETAILS

SHEET NUMBER:
A-7

REVISION:
1

ASCO D300L Series Power Transfer Load Center Rated 200 Amps, 240 Vac max., Single Phase/3 Wire, Type 3R Enclosure



Notes:

- Power Transfer Load Center constructed in accordance with UL 67 Standard for Panelboards Suitable for Use as Service Equipment.
- Automatic Power Transfer Switch: ASCO D3ATS, 2 Pole, 200 Amp, 240 Vac max. UL Listed to UL 1008 Standard for Transfer Switching Equipment.
Transfer Controller - ASCO Group G Automatic Transfer Switch Controller including: Automatic Engine Starting Contacts
Single Phase voltage sensing of Normal and Emergency sources.
Frequency sensing of Emergency source.
- Short Circuit Ratings: Accessory 117CB10 (Standard)
(Main): Normal Source - 42kA at 240 Vac max. (Utility Main Disconnect circuit breaker), Square-D Cat. Type QG, 2 pole, 200 amps.
Emergency Source #1 (Portable Generator Input circuit breaker) - Using Standard Acc. 130PC Generator Input Receptacle: 10kA at 240 Vac, INTERSECT PN ICGC-1P-CBL (UL 1008 Listed Transfer Switch Accessory) connected to Square-D Cat. Type QB, 2 Pole, 200 Amps.
Emergency Source #2 (Permanent Generator Input circuit breaker) - 10kA at 240 Vac, Square-D Cat. Type QB, 2 Pole, 200 Amps.
(Branch): Branch ratings as follows when used with the specified branch devices.
42kA using Sq-D OH or QHB rated: 1 pole 15-30a, 2 pole 15-30a, 3 pole 15-30a.
22kA using Sq-D QO-VH or QOB-VH rated: 2 pole 150a, 3 pole 35-150a.
10kA using Sq-D QO or QOB rated: 1 pole 15-70a, 2 pole 15-125a, 3 pole 15-30a.
- Panelboard: Square-D NO, 225 amps max., 240 Vac, single phase with 100% rated neutral. 42 Circuits, accepts bolt-on or plug-on branch devices.

- Accessory 4AR (Optional) - Voltage Sensing Relay to indicate the presence of the Normal Source "Utility" voltage ahead of the Normal Source main disconnect circuit breaker, regardless of the position of the circuit breaker.
- Accessory 11BE (Optional) - A Four-Function Software Bundle that provides the following functions:
 - Serial Communications (RS-485)
 - Programmable Engine Exerciser with Battery Back-up
 - Event Log
 - Common alarm signal capability on group g controller "OP1" output.
- Accessory 18BG (Optional) - Signals the availability of the Normal & Emergency sources when provided. Output contacts "RL5" (Emergency Source Available) and "RL6" (Normal Source Available) change position when the source is acceptable.
- Accessory 23GA (Optional) - Single Phase Current Sensing Module with current transformers and shorting blocks. Phase current measurements are available for display on the Group G Controller.
- Accessory 72EE OR 72VE (Optional) - ASCO 5140 Ethernet Connectivity Module. Provides remote ATS and Generator control, Monitoring and Connectivity Features via integrated web page dashboards.
- Accessory 73TL1 (Standard) - Transient Surge Protection - Connected to line side of panelboard for L-N (L-G if used as service equipment) mode protection. ASCO 510 Series TVSS with phase monitoring, alarm module, and load phase voltage availability indicators (LED).

- Accessory 117IB (Standard) - Generator Selector Circuit Breakers (Emergency Source #1 & Emergency Source #2) - One each two pole, 200A circuit breaker for two separate generator inputs. UL 1008 approved manual slide type interlock to permit connection of only one generator to the transfer switch Emergency Source input.
- Accessory 130PC (Standard) - Generator Input Receptacle (Emergency Source #1) Rated 200 amps, 1 phase/3 wire with ground. Constructed with male Cam-Lok connectors, 1 per phase, neutral and ground. Color coded (Line 1-Black, Line 2-Red, Neutral-White, ground-Green). Accepts mating female plugs, (customer provided), for (1) #2-4/0 Cu conductor. Type 3R enclosure with bottom conductor entry. Includes Deutsch brand, 12 pin receptacle wired to engine starting signal contacts. UL 1008 Listed transfer Switch Accessory. UL 1008 Listed Withstand Current Rating: 10,000 amps at 240 VAC max. with any molded case circuit breaker.
- Enclosure: Type 3R Listed to UL 50/50E & UL 67. Single Compartment Wall Mount Compartment provides Type I protection with exterior open and swing panels closed.
Box & Doors - Constructed of 0.095 thick aluminum alloy (5052-H32).
Finishes - All interior and exterior surfaces: Textured Polyester Powder Coat, Light Gray (RAL 7035)
- Grounding provisions for Normal, Emergency & Load.
- Overall Dimensions:
53"H x 32"W x 12.3"D (excluding side mount receptacle)
53"H x 41.88"W x 12.3"D (including side mount receptacle)
- Weight: Approx. 200 lbs.

PROJECT NAME:		REV. TO SHEET	ECN NO.	BY	APP.	DATE
OUTLINE and MOUNTING		TYPE 3R, ALUM				
D300L SERIES, SINGLE PHASE, 200 AMP		POWER TRANSFER LOAD CENTER				
DRAWN BY	DL	DATE	06/14	MANUFACTURING TOLERANCES TO BE IN ACCORDANCE WITH ASCO PROCEDURE, WP-1-003. FOR PLASTIC PARTS SEE WP-1-005.	ASSEM. REF. NO.	
CHECKED				PROPERTY OF ASCO POWER TECHNOLOGIES. USE PERMITTED FOR OUR WORK ONLY. ALL RIGHTS OF DESIGN OR INVENTION ARE RESERVED.	COMPUTER GENERATED DRAWING	
PROJECT APPROVAL					DWG. NO.	1015683-004-R
FINAL APPROVAL	JPB	06/14			DRAWING B REV.	ECN NO. 253463
						SHEET 1 OF 1

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BELLEVUE, WA 98004

T-MOBILE SITE:
MT05015A
ORANGE ST HELENA - ATC

ATC SITE:
412899
ORANGE ST HELENA - ATC

1414 ORANGE STREET
HELENA, MT 59601
LEWIS AND CLARK COUNTY

92'-0" MONOPOLE

DRAWINGS ISSUED FOR:

REV.	DATE	DRAWN	DESCRIPTION	QA/QC
A	07/11/22	RCD	PRELIMINARY REVIEW	WJR
0	10/18/22	WJR	100% CONSTRUCTION	TT
1	01/23/24	CS	100% CONSTRUCTION	ZN



SHEET TITLE:

EQUIPMENT
DETAILS

SHEET NUMBER:

A-8

REVISION:

1

1 PPC WITH CAM-LOK DETAIL

NOT TO
SCALE

PANEL ID: A	<div>PANEL SCHEDULE</div> <div>SINGLE PHASE</div>	BUS: 200A
LOCATION: ON H-FRAME		MAIN: 200A BREAKER
FED FROM: SERVICE DISCONNECT		VOLTAGE: 120/240V
		PHASE/WIRE: 1Ø/3 WIRE
		AIC: --
		SPECIALS:

P#	CIRCUIT DESCRIPTION	AMPS / POLES	Ø	AMPS / POLES	CIRCUIT DESCRIPTION	P#
1	PURCELL HPL3 POWER CABINET	200A	A	20A 1P	LIGHT	2
3	--		B	20A 1P	GFCI	4
5	--		A		SPACE	6
7	--		B		SPACE	8
9	SPACE		A		SPACE	10
11	SPACE		B		SPACE	12
13	SPACE		A		SPACE	14
15	SPACE		B		SPACE	16
17	SPACE		A		SPACE	18
19	SPACE		B		SPACE	20
21	SPACE		A		SPACE	22
23	SPACE		B		SPACE	24
25	SPACE		A		SPACE	26
27	SPACE		B		SPACE	28
29	SPACE		A		SPACE	30
31	SPACE		B		SPACE	32
33	SPACE		A		SPACE	34
35	SPACE		B		SPACE	36
37	SPACE		A		SPACE	38
39	SPACE		B		SPACE	40
41	SPACE		A		SPACE	42

1. UTILITY POINTS OF SERVICE AND WORK / MATERIALS SHOWN ARE BASED UPON PRELIMINARY INFORMATION PROVIDED BY THE UTILITY COMPANIES AND ARE FOR BID PURPOSES ONLY.
2. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR FINAL AND EXACT WORK / MATERIALS REQUIREMENTS AND CONSTRUCT TO UTILITY COMPANY ENGINEERING PLANS AND SPECIFICATIONS ONLY. CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUIT, PULL ROPES, CABLES, PULL BOXES, CONCRETE ENCASEMENT OF CONDUIT (IF REQUIRED), TRANSFORMER PAD, BARRIERS, POLE RISERS, TRENCHING, BACKFILL, PAY ALL UTILITY COMPANY FEES AND INCLUDE ALL REQUIREMENTS IN SCOPE OF WORK.

3

PROPOSED PANEL SCHEDULE



2

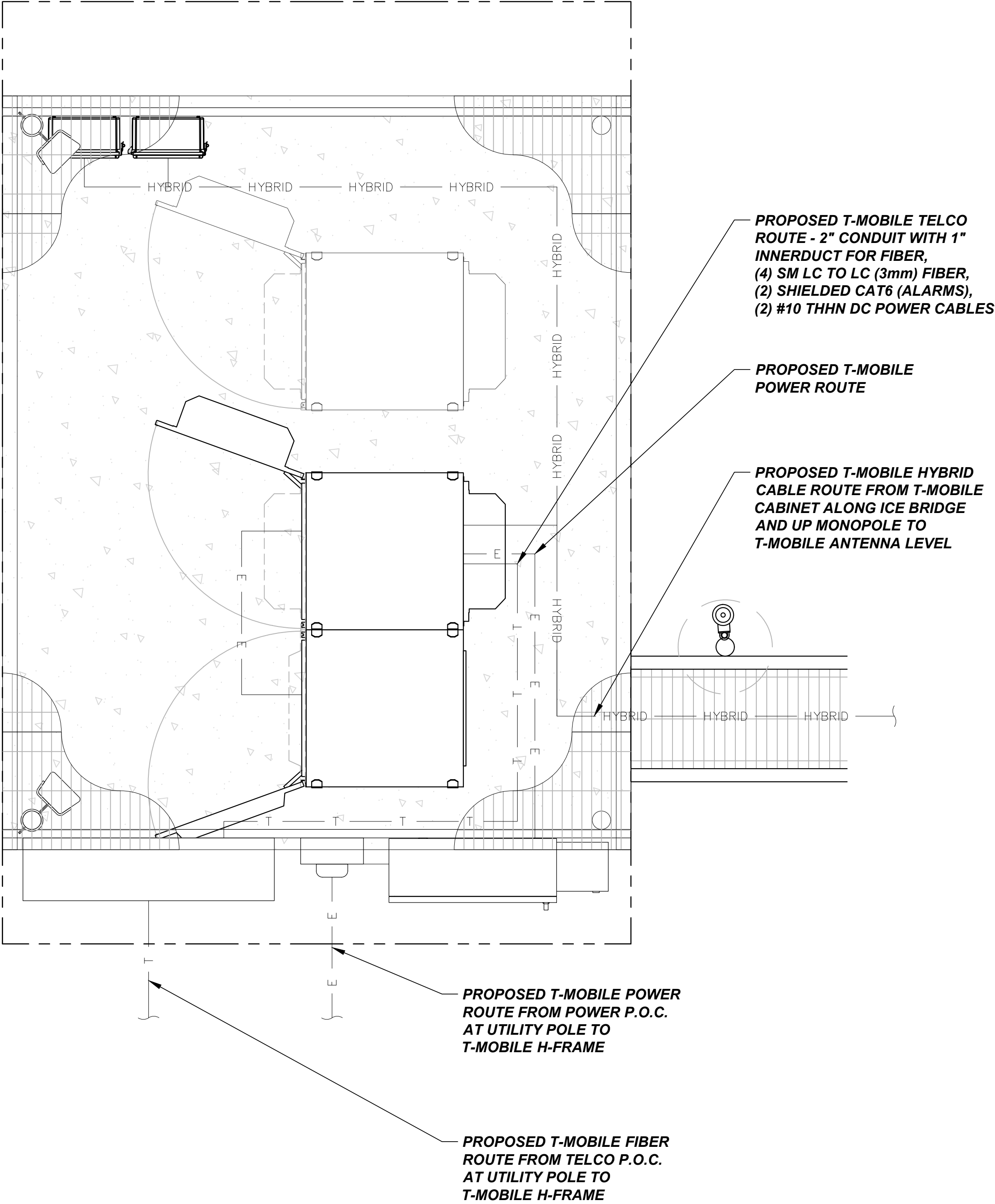
NOT USED

NOT TO SCALE

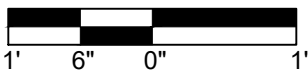
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UTILITY ROUTING PLAN

NOTE:
DESIGN IS PRELIMINARY,
REFER TO UCR.



22"x34" SCALE: 3/4" = 1'-0"
11"x17" SCALE: 3/8" = 1'-0"



T Mobile

274 DISCOVERY DR, SUITE 200
BOZEMAN, MT 58718



AMERICAN TOWER
CORPORATION

19100 VON KARMAN, SUITE 450
IRVINE, CA 92612

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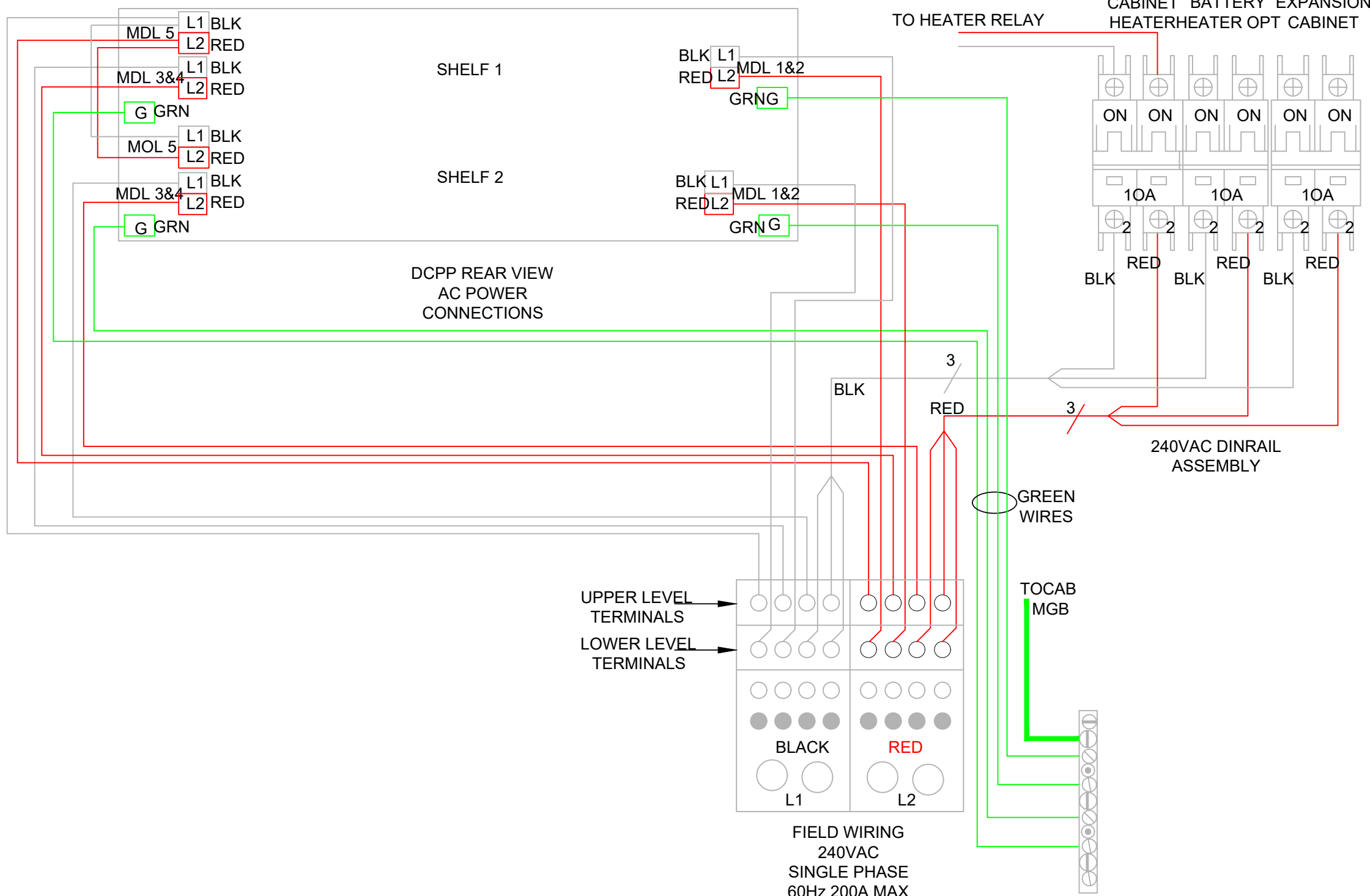
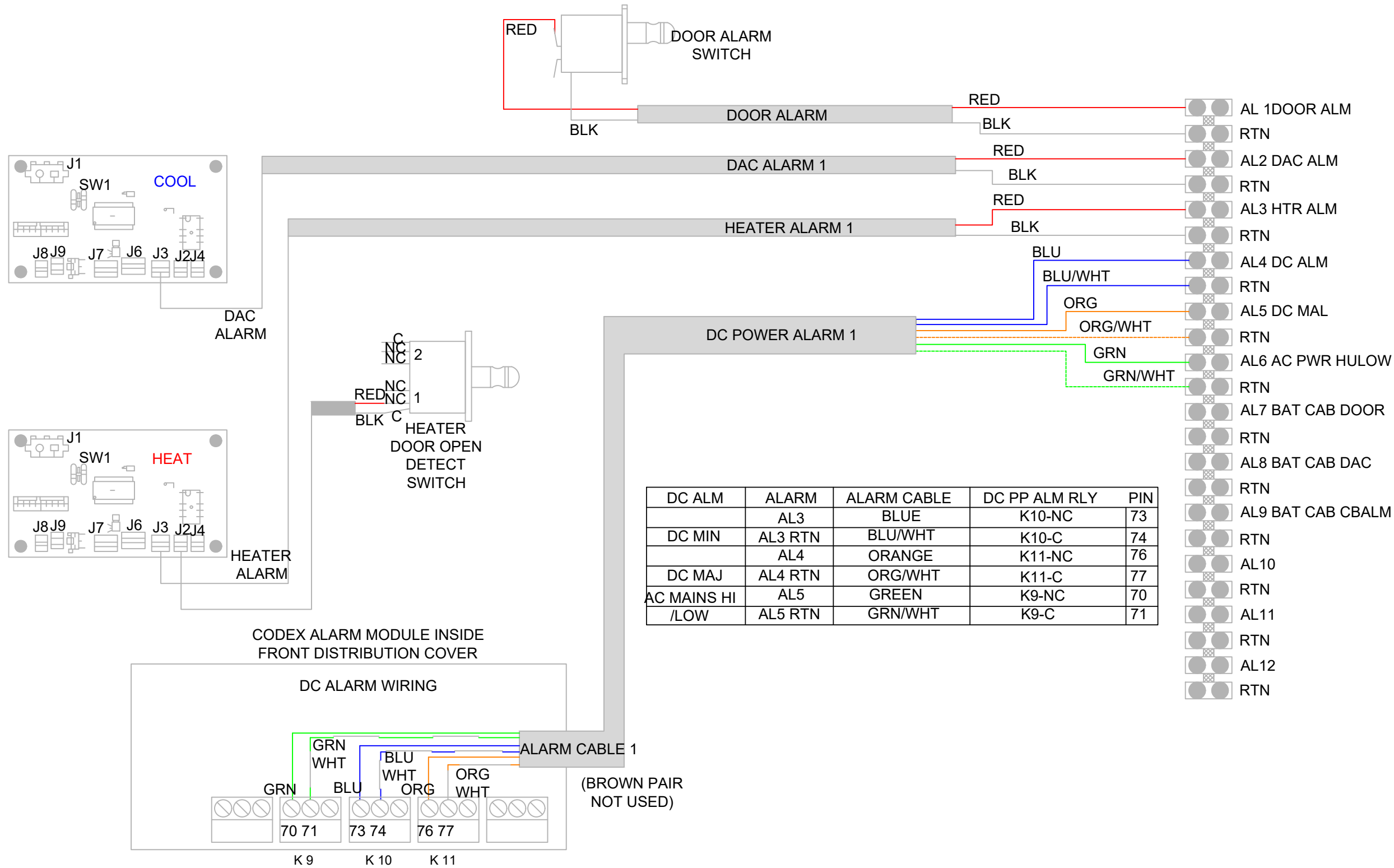
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SHEET TITLE:
UTILITY ROUTING
PLAN & DETAILS

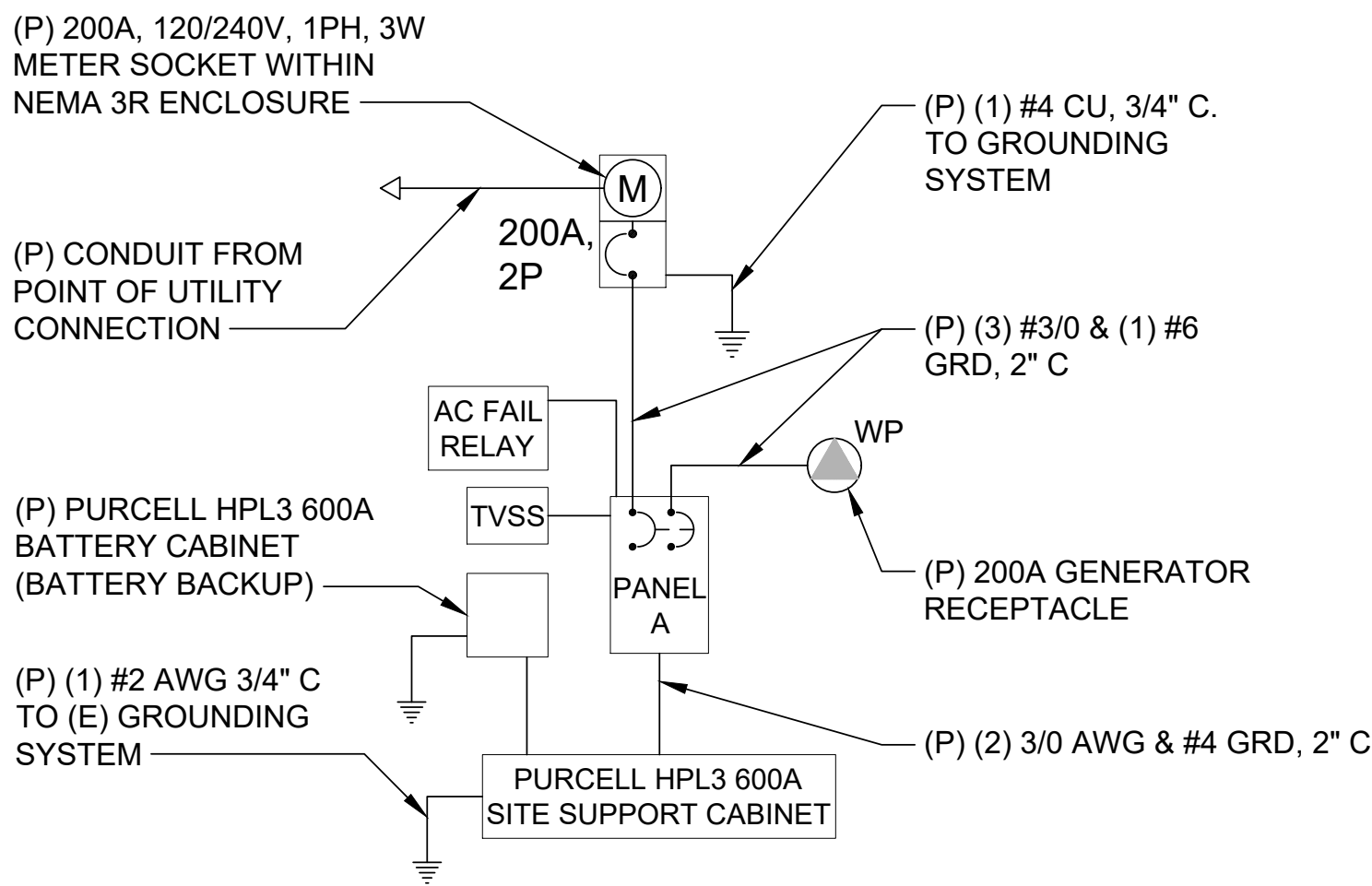
SHEET NUMBER:
E-1

REVISION:
1



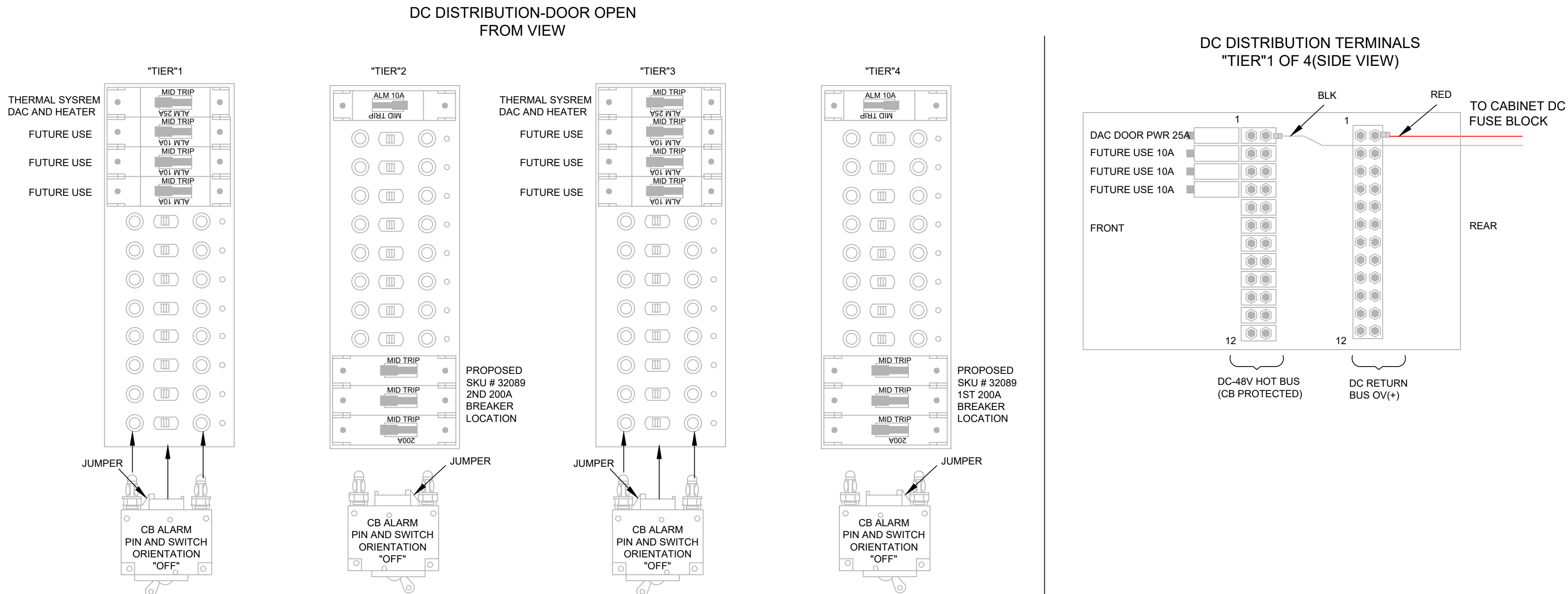
4 ALARM WIRING DIAGRAM

3 AC POWER WIRING DIAGRAM



2 ONE-LINE DIAGRAM

NOTE:
DIAGRAMS PROVIDED ARE PER
MANUFACTURER INSTALLATION GUIDE



1 DC POWER WIRING DIAGRAM

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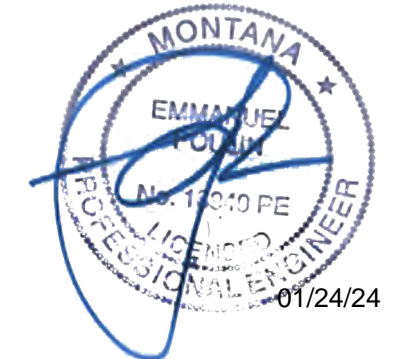
ATC SITE:
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SHEET TITLE:
ELECTRICAL
DIAGRAMS

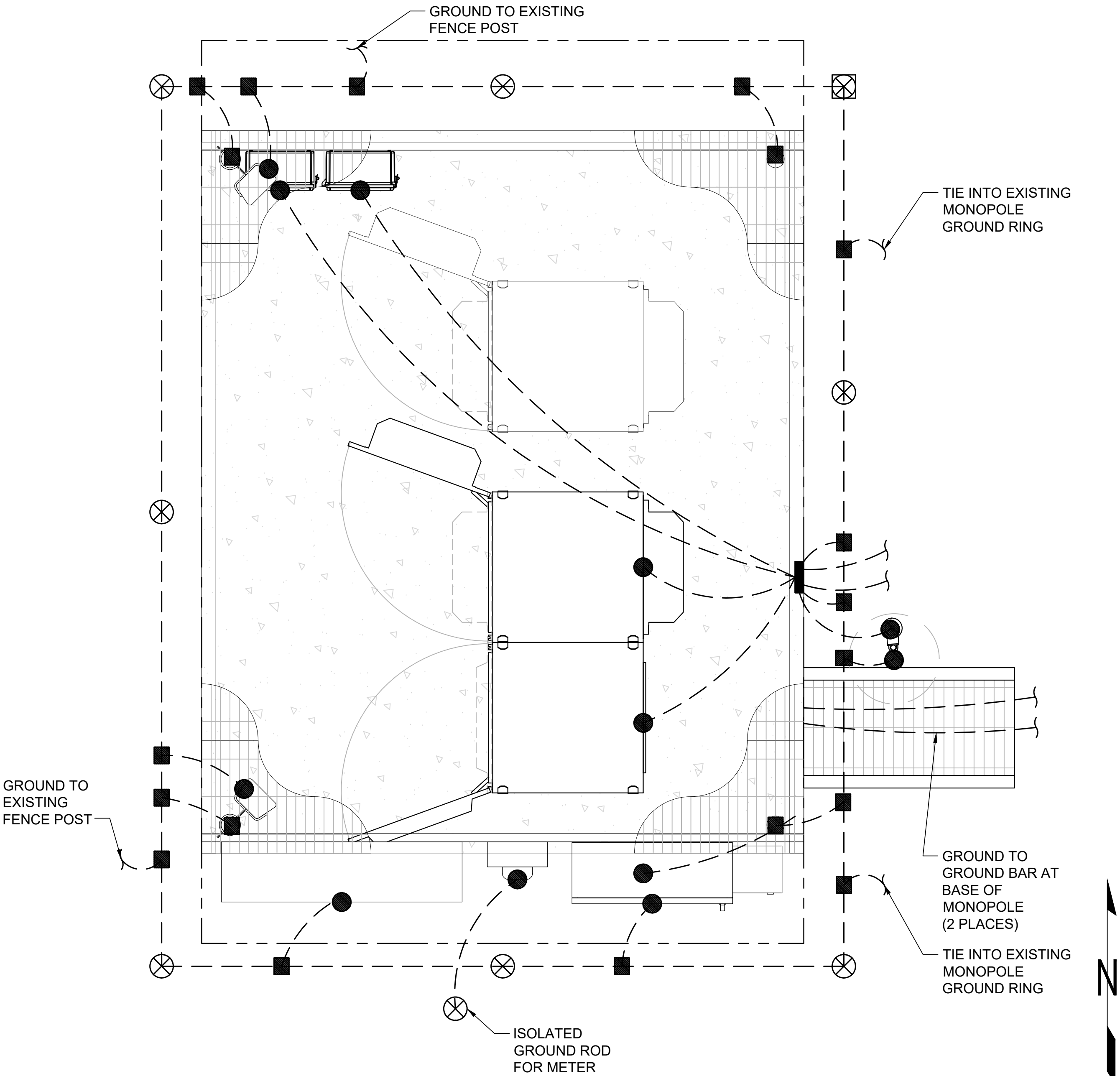
SHEET NUMBER:
E-1.1

REVISION:
1

GROUNDING SYMBOLS

- GROUND BAR
- GROUND ROD WITH ACCESS
- CHEMICAL GROUND ROD
- GROUND ROD
- CADWELD TYPE CONNECTION
- COMPRESSION TYPE CONNECTION
- GROUNDING WIRE

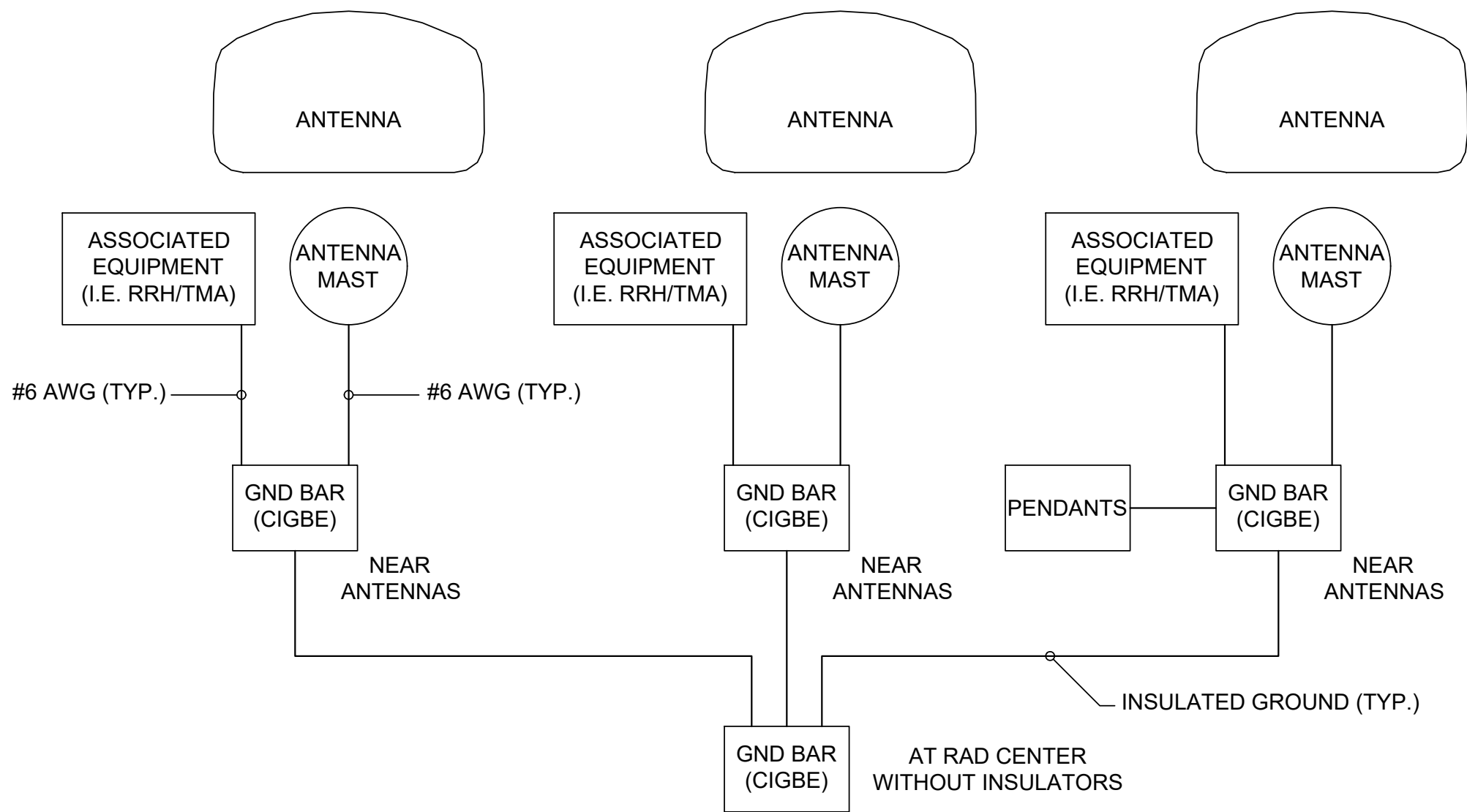
TYPICAL: #6 AWG FROM EQUIPMENT TO GROUND BAR; #2 FROM GROUND BAR TO GROUND RING, FROM METER TO GROUND RING, AND FOR GROUND RING.



3 NOT USED

GENERAL GROUNDING NOTES:

1. TO ENSURE PROPER BONDING, ALL CONNECTIONS SHALL BE AS FOLLOWS:
- #2/0 BARE TINNED SOLID COPPER CONDUCTOR: CADWELD TO RODS OR GROUND RING
- LUGS AND BUS BAR (UNLESS NOTED OTHERWISE): SANDED CLEAN, COATED WITH OXIDE INHIBITOR AND BOLTED FOR MAXIMUM SURFACE CONTACT. ALL LUGS SHALL BE COPPER (NO ALUMINUM SHALL BE PERMITTED). PROVIDE LOCK WASHERS FOR ALL MECHANICAL CONNECTIONS FOR GROUND CONDUCTORS. USE STAINLESS STEEL HARDWARE THROUGHOUT.
2. ALL GROUNDING CABLE IN CONCRETE OR THROUGH WALLS SHALL BE IN 3/4" PVC CONDUIT. SEAL AROUND CONDUIT THROUGH WALLS. NO METALLIC CONDUIT SHALL BE USED FOR GROUNDING CONDUCTORS.
3. OWNER'S REPRESENTATIVE WILL INSPECT CADWELDS AND CONDUCT MEGGER TEST PRIOR TO BURIAL. MAXIMUM 5 OHMS RESISTANCE IS REQUIRED.
4. MAKE ALL GROUND CONNECTIONS AS SHORT AND DIRECT AS POSSIBLE. AVOID SHARP BENDS. ALL BENDS SHALL BE A MINIMUM 8" RADIUS AND NO GREATER THAN 90 DEGREES.
5. THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER WHEN THE GROUNDING SYSTEM IS COMPLETE. THE CONSTRUCTION MANAGER SHALL INSPECT THE GROUNDING SYSTEM.
6. THE PREFERRED LOCATION FOR COAX GROUNDING IS AT THE BASE OF THE TOWER PRIOR TO THE COAX BEND. BONDING IS SHOWN ON THE ICE BRIDGE DUE TO DIFFICULTY WITH WELDING OR ATTACHING TO TOWER LEGS. CONTRACTOR SHALL ADVISE CONSTRUCTION MANAGER PRIOR TO PLACING CIGBE ON ICE BRIDGE IF MOUNTING TO TOWER LEG IS POSSIBLE.
7. BONDING OF THE GROUNDED CONDUCTOR (NEUTRAL) AND THE GROUNDING CONDUCTOR SHALL BE AT THE SERVICE DISCONNECTING MEANS. BONDING JUMPER SHALL BE INSTALLED PER N.E.C. ARTICLE 250-30.



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SHEET TITLE:
SCHEMATIC GROUNDING
PLANS & NOTES

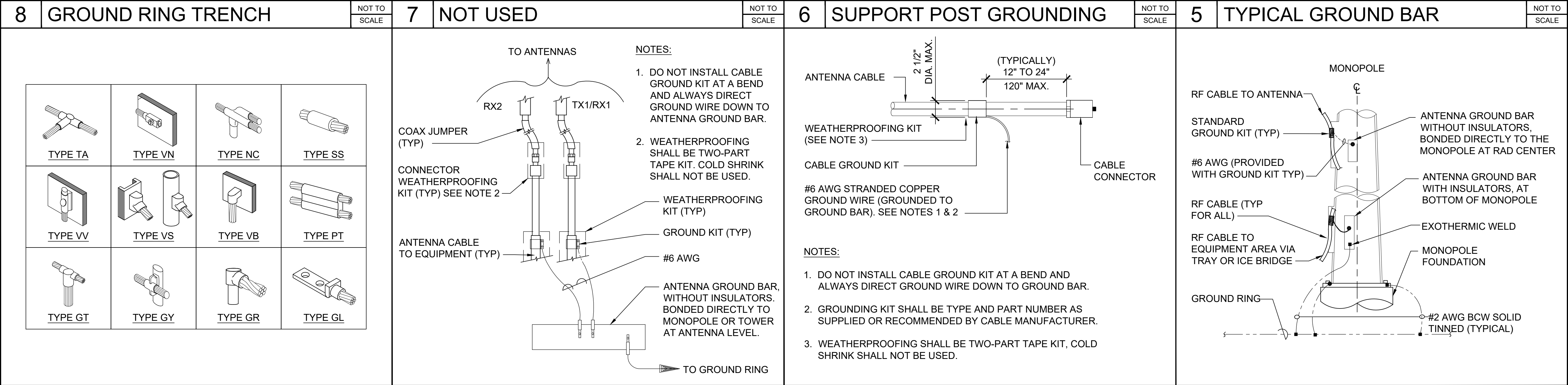
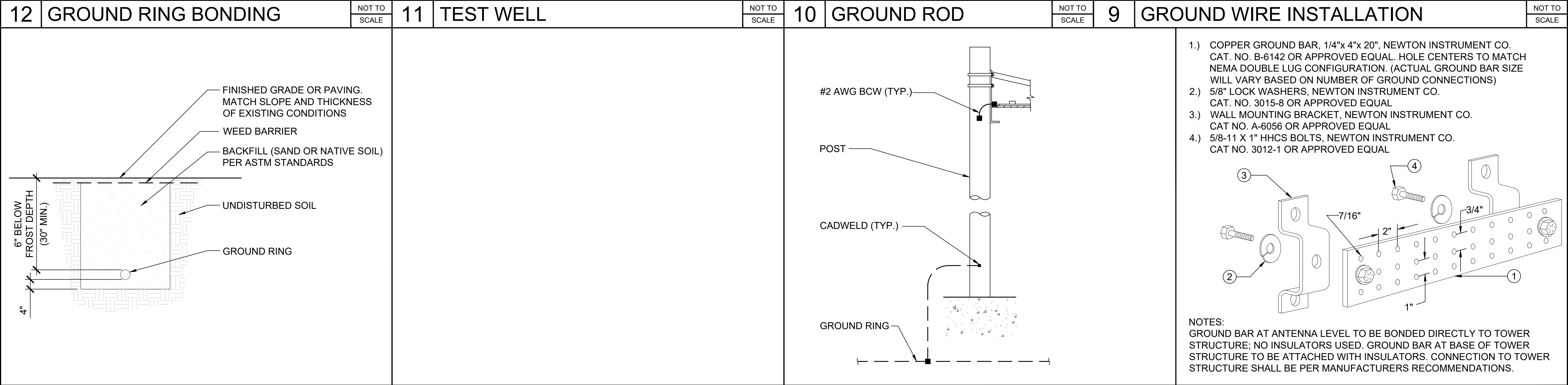
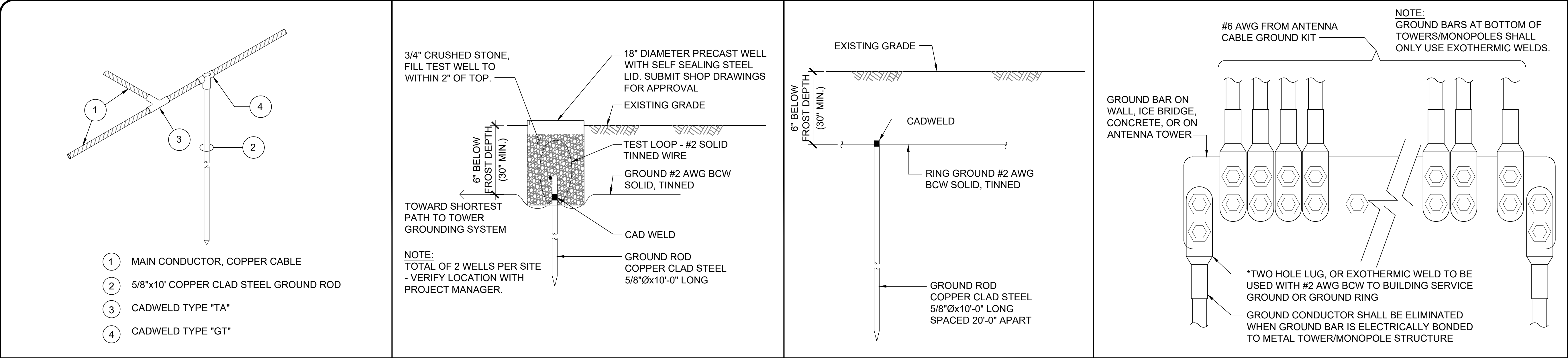
SHEET NUMBER:
G-1

REVISION:
1

2 EQUIPMENT GROUNDING PLAN

22"x34" SCALE: 3/4" = 1'-0"
11"x17" SCALE: 3/8" = 1'-0"

1 ANTENNA SCHEMATIC GROUNDING SYSTEM & NOTES



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LEWIS AND CLARK COUNTY

92'-0" MONOPOLE

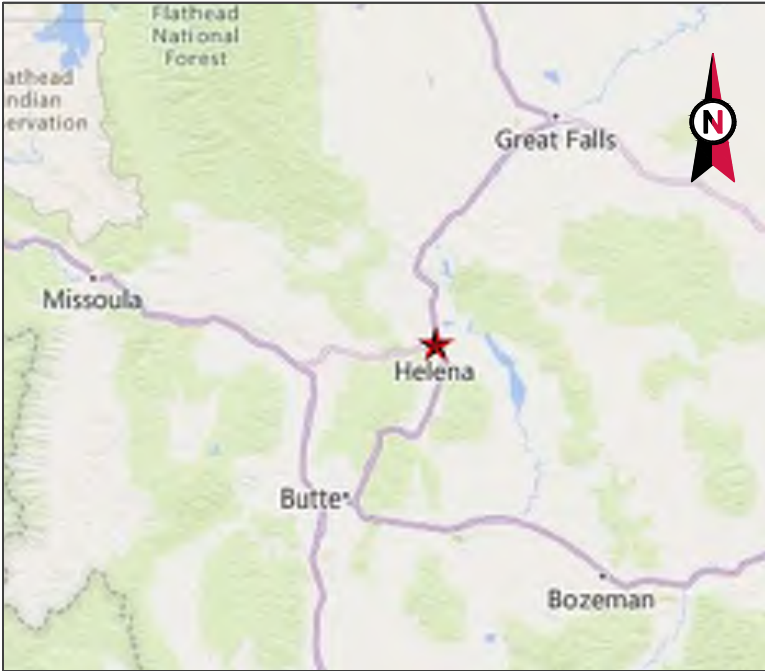
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1	01/23/24	CS	100% CONSTRUCTION	ZN

SHEET TITLE:
GROUNDING
DETAILS

SHEET NUMBER:
G-2

REVISION:
1



VICINITY MAP



SITE NAME: CUSTER MT
SITE NUMBER: 412899
ATC PROJECT NUMBER: 14543324_C6_02
SITE ADDRESS: 1414 ORANGE AVENUE
HELENA, MT 59601



LOCATION MAP

BIRD WATCH SITE:
PLEASE CONTACT BIRD.WATCH@AMERICANTOWER.COM OR
AMERICAN TOWER NOC AT 877-518-6937 FOR ASSISTANCE

75 FT MONOPOLE MODIFICATIONS

PROJECT TEAM	PROJECT INFORMATION	SHEET	SHEET TITLE	REV.
<p>TOWER OWNER</p> <p>AMERICAN TOWER</p> <p>10 PRESIDENTIAL WAY</p> <p>WOBURN, MA 01801</p> <p>ENGINEERED BY</p> <p>ATC TOWER SERVICES</p> <p>1 FENTON MAIN STREET, SUITE 300</p> <p>CARY, NC 27511</p> <p>CARRIER INFORMATION</p> <p>CARRIER: T-MOBILE</p> <p>CARRIER SITE NAME: MT05015A</p> <p>CARRIER SITE NUMBER: MT05015A</p>	1. THE PROJECT DEPICTED IN THESE PLANS IS BASED ON THE RECOMMENDATIONS MADE BY ATC ENGINEERING, DERIVED FROM THE RESULTS OF THE STRUCTURAL ANALYSIS COMPLETED UNDER ENGINEERING PROJECT NUMBER 14543324_C3_01 DATED 11/20/23. SATISFACTORY COMPLETION OF THE WORK INDICATED IN THESE PLANS WILL RESULT IN THE STRUCTURE MEETING THE REQUIREMENTS OF THE SPECIFICATIONS UNDER WHICH THE STRUCTURAL WAS COMPLETED.	G-001	COVER	0
	2. SEE SHEET S-201 FOR MODIFICATION SCOPE OF WORK (SOW) AND ANY ADDITIONAL WORK TO BE COMPLETED.	G-002	IBC GENERAL NOTES	0
	PROJECT NOTE	G-003	SPECIAL INSPECTION CHECKLIST	0
		G-004	BILL OF MATERIALS	0
	THE PROJECT DEPICTED IN THESE PLANS QUALIFIES AS AN ELIGIBLE FACILITIES REQUEST ENTITLED TO EXPEDITED REVIEW UNDER 47 U.S.C. § 1455(A) AS A MODIFICATION OF AN EXISTING WIRELESS TOWER THAT INVOLVES THE COLLOCATION, REMOVAL, AND/OR REPLACEMENT OF TRANSMISSION EQUIPMENT THAT IS NOT A SUBSTANTIAL CHANGE UNDER CFR § 1.6100 (B)(7).	C-101	DETAILED SITE PLAN	0
		S-201	MODIFICATION PROFILE	0
	COMPLIANCE CODE	S-501	SPLIT FLANGE INSTALLATION DETAILS	0
		S-502	INTERFACE WELDMENT INSTALLATION DETAILS	0
	ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.	S-503	18 FT EXTENSION INSTALLATION DETAILS	0
		E-601	MODIFICATION PROFILE	0
<p>811</p> <p>Know what's below.</p> <p>Call before you dig.</p>	1. ANSI/TIA/EIA: STRUCTURAL STANDARDS (222-H EDITION)	Z-501	SPLIT FLANGE & CAP PLATE FABRICATION DETAILS	0
	2. INTERNATIONAL BUILDING CODE (2021 IBC)	Z-502	INTERFACE WELDMENT FABRICATION DETAILS	0
	PROJECT LOCATION	Z-503	18 FT MONOPOLE EXTENSION WELDMENT FABRICATION DETAILS	0
		Z-504	MONOPOLE EXTENSION WELDMENT FABRICATION DETAILS (CONT'D)	0
	GEOGRAPHIC COORDINATES			



AMERICAN TOWER®
ATC TOWER SERVICES, LLC
1 FENTON MAIN STREET
SUITE 300
CARY, NC 27511
PHONE: (919) 468-0112
COA: PEL-EF-LIC-1109

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REV.	DESCRIPTION	BY	DATE
△	FIRST ISSUE	NYG	02/07/24
△			
△			
△			
△			

ATC SITE NUMBER:
412899

ATC SITE NAME:
CUSTER MT
MONTANA

SITE ADDRESS:
1414 ORANGE AVENUE
HELENA, MT 59601



DRAWN BY:	NYG
APPROVED BY:	THP
DATE DRAWN:	02/07/24
ATC JOB NO:	14543324_C6_02

COVER	
SHEET NUMBER: G-001	REVISION: 0

GENERAL

1.

ALL WORK TO BE COMPLETED PER APPLICABLE LOCAL, STATE, FEDERAL CODES AND ORDINANCES AND COMPLY WITH ATC CONSTRUCTION SPECIFICATIONS FOR WIRELESS TOWER SITES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ABIDING BY ALL REQUIRED PERMITS.
2.

ALL WORK INDICATED ON THESE DRAWINGS SHALL BE PERFORMED BY QUALIFIED CONTRACTORS EXPERIENCED IN TOWER AND FOUNDATION CONSTRUCTION.
3.

THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD IMMEDIATELY OF ANY INSTALLATION INTERFERENCES. ALL NEW WORK SHALL ACCOMMODATE EXISTING CONDITIONS. DETAILS NOT SPECIFICALLY SHOWN ON THE DRAWINGS SHALL FOLLOW SIMILAR DETAILS FOR THIS JOB.
4.

ANY SUBSTITUTIONS SHALL CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS, AND SHOULD BE SIMILAR TO THOSE SHOWN. ALL SUBSTITUTIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
5.

ANY MANUFACTURED DESIGN ELEMENTS SHALL CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS AND SHOULD BE SIMILAR TO THOSE SHOWN. THESE DESIGN ELEMENTS MUST BE STAMPED BY AN ENGINEER PROFESSIONALLY REGISTERED IN THE STATE OF THE PROJECT, AND SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO FABRICATION.
6.

ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL CODES AND OSHA SAFETY REGULATIONS.
7.

THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND EXECUTION OF ALL MISCELLANEOUS SHORING, BRACING, TEMPORARY SUPPORTS, ETC. NECESSARY, PER ANSI/TIA-322 AND ANSI/ASSE A10.48, TO PROVIDE A COMPLETE AND STABLE STRUCTURE AS SHOWN ON THESE DRAWINGS.
8.

CONTRACTOR'S PROPOSED INSTALLATION SHALL NOT INTERFERE, NOR DENY ACCESS TO, ANY EXISTING OPERATIONAL AND SAFETY EQUIPMENT.

STRUCTURAL STEEL

1.

STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS."

a.

ALL W-SHAPES: ASTM A572, GRADE 50, UNLESS NOTED OTHERWISE.

b.

ALL OTHER ROLLED SHAPES: ASTM A36, UNLESS NOTED OTHERWISE.

c.

HSS SECTION (SQUARE, RECTANGULAR, AND ROUND): ASTM A500, GRADE B, UNLESS NOTED OTHERWISE.

d.

ALL BOLTS FOR CONNECTING STRUCTURAL MEMBERS: ASTM A3125 GRADE A325, TYPE SC OR N, UNLESS NOTED OTHERWISE.

e.

ALL ANCHOR RODS: ASTM F1554, GRADE 36, UNLESS NOTED OTHERWISE.
2.

ALL EXPOSED STRUCTURAL STEEL MEMBERS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION PER ASTM A123. EXPOSED STEEL HARDWARE AND ANCHOR BOLTS SHALL BE GALVANIZED PER ASTM A153 OR B695.
3.

ALL U-BOLTS SHALL BE ASTM A36 OR EQUIVALENT, WITH LOCKING DEVICE, UNLESS NOTED OTHERWISE.
4.

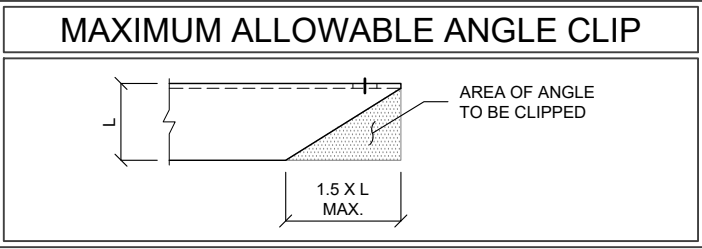
FIELD CUT EDGES, EXCEPT DRILLED HOLES, SHALL BE GROUND SMOOTH.
5.

ALL FIELD CUT SURFACES, FIELD DRILLED HOLES & GROUND SURFACES WHERE EXISTING PAINT OR GALVANIZATION REMOVAL WAS REQUIRED SHALL BE REPAIRED WITH (2) BRUSHED COATS OF ZRC GALVILITE COLD GALVANIZING COMPOUND PER ASTM A780 AND MANUFACTURERS RECOMMENDATIONS.
6.

ALL STRUCTURAL STEEL EMBEDDED IN THE CONCRETE SHALL BE APPLIED WITH (2) BRUSHED COATS OF POLYGUARD CA-9 MASTIC OR EQUIVALENT. REFER TO THE MANUFACTURER SPECIFICATIONS FOR SURFACE PREPARATION AND APPLICATION. APPLICATION OF POLYGUARD 400 WRAP IS NOT ESSENTIAL.
7.

CONTRACTOR SHALL PERFORM WORK ON ONLY ONE (1) TOWER FACE AND REPLACE/REINFORCE ONE (1) BOLT/MEMBER AT A TIME.
8.

ALL FIELD DRILLED HOLES TO BE USED FOR FIELD BOLTING INSTALLATION SHALL BE STANDARD HOLES, AS DEFINED BY AISC, UNLESS NOTED OTHERWISE.



WELDING

1.

ALL WELDING TO BE PERFORMED BY AWS CERTIFIED WELDERS AND CONDUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AWS WELDING CODE D1.1.
2.

ALL WELDS SHALL BE INSPECTED VISUALLY. IF DIRECTED BY ENGINEER OF RECORD, 25% OF WELDS SHALL BE INSPECTED WITH EITHER ULTRASONIC OR MAGNETIC PARTICLE METHODS. (100% IF REJECTABLE DEFECTS ARE FOUND) TO MEET THE ACCEPTABLE CRITERIA OF AWS D1.1. REPAIR ALL WELDS AS NECESSARY. 100% OF ALL FULL PENETRATION WELDS SHALL BE INSPECTED WITH EITHER ULTRASONIC OR MAGNETIC PARTICLE METHODS.
3.

INSPECTION SHALL BE PERFORMED BY AN AWS CERTIFIED WELD INSPECTOR.
4.

ALL ELECTRODES TO BE LOW HYDROGEN, MATCHING FILLER AND/OR BASE METAL, PER AWS D1.1, UNLESS NOTED OTHERWISE.
5.

IN CASES WHERE BASE METAL GRADE IS UNKNOWN, ALL WELDING ON LATTICE TOWERS SHALL BE DONE WITH E70XX ELECTRODES; ALL WELDING ON POLE STRUCTURES SHALL BE DONE WITH E80XX ELECTRODES, UNLESS NOTED OTHERWISE.
6.

PRIOR TO FIELD WELDING GALVANIZED MATERIAL, CONTRACTOR SHALL GRIND OFF GALVANIZING 1/2" BEYOND ALL FIELD WELD SURFACES. AFTER WELD AND WELD INSPECTION IS COMPLETE, REPAIR ALL GROUND AND WELDED SURFACES WITH ZRC GALVILITE COLD GALVANIZING COMPOUND PER ASTM A780 AND MANUFACTURERS RECOMMENDATIONS.

PAINT

1.

AS REQUIRED, CLEAN AND PAINT PROPOSED STEEL ACCORDING TO FAA ADVISORY CIRCULAR AC 70/7460-1L.

BOLT TIGHTENING PROCEDURE

1.

STRUCTURAL CONNECTIONS TO BE ASSEMBLED AND INSPECTED IN ACCORDANCE WITH RCSC SPECIFICATIONS.
2.

ALL BOLTS WHOSE AXES ARE INSTALLED VERTICALLY, UNLESS OTHERWISE NOTED, SHALL BE INSTALLED AND TIGHTENED PER SECTION 8.2.1 THROUGH 8.2.4 OF THE RCSC "SPECIFICATION FOR STRUCTURAL JOINTS USING HIGH-STRENGTH BOLTS" PER THE FOLLOWING GUIDELINES:

FOR A325 BOLTS 1" DIAMETER AND LESS:

- a.

DIRECT TENSION INDICATING (DTI) SQUIRTER WASHERS: WASHERS SHALL BE INSTALLED AND ORIENTED / TIGHTENED PER MANUFACTURER SPECIFICATIONS TO ACHIEVE DESIRED LEVEL OF BOLT PRE-TENSION.

FOR A325 BOLTS EXCEEDING 1" DIAMETER AND ALL OTHER HIGH STRENGTH BOLTS, ONE OF THE FOLLOWING METHODS SHALL BE USED:

- a.

DIRECT TENSION INDICATING (DTI) SQUIRTER WASHERS: WASHERS SHALL BE INSTALLED AND ORIENTED / TIGHTENED PER MANUFACTURER SPECIFICATIONS TO ACHIEVE DESIRED LEVEL OF BOLT PRE-TENSION.
- b.

RCSC "TURN-OF-THE-NUT" METHOD: PRIOR TO APPLICATION OF TURN-OF-NUT PRETENSIONING, ALL BOLTS IN THE CONNECTION SHALL BE BROUGHT TO A SNUG TIGHT CONDITION AS DEFINED IN RCSC SECTION 8.1, AND MATCH-MARKING OF THE NUTS AND PROTRUDING END OF THE BOLTS MUST BE IMPLEMENTED FOR ALL BOLTS IN THE CONNECTION.

SUBSEQUENTLY, ALL BOLTS SHALL BE ROTATED BEYOND SNUG TIGHT CONDITION USING THE CHART BELOW:

BOLT LENGTHS UP TO AND INCLUDING FOUR DIAMETERS

1/2"	BOLTS UP TO AND INCLUDING 2.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
5/8"	BOLTS UP TO AND INCLUDING 2.5 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
3/4"	BOLTS UP TO AND INCLUDING 3.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
7/8"	BOLTS UP TO AND INCLUDING 3.5 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1"	BOLTS UP TO AND INCLUDING 4.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1-1/8"	BOLTS UP TO AND INCLUDING 4.5 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1-1/4"	BOLTS UP TO AND INCLUDING 5.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1-3/8"	BOLTS UP TO AND INCLUDING 5.5 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1-1/2"	BOLTS UP TO AND INCLUDING 6.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT

BOLT LENGTHS OVER FOUR DIAMETERS BUT NOT EXCEEDING EIGHT DIAMETERS

1/2"	BOLTS 2.25 TO 4.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
5/8"	BOLTS 2.75 TO 5.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
3/4"	BOLTS 3.25 TO 6.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
7/8"	BOLTS 3.75 TO 7.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1"	BOLTS 4.25 TO 8.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/8"	BOLTS 4.75 TO 9.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/4"	BOLTS 5.25 TO 10.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-3/8"	BOLTS 5.75 TO 11.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/2"	BOLTS 6.25 TO 12.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT

3.

ALL OTHER BOLTED CONNECTIONS SHALL BE BROUGHT TO A SNUG TIGHT CONDITION AS DEFINED IN SECTION 8.1 OF THE SPECIFICATION.
4.

ALL BOLT HOLES SHALL BE ALIGNED TO PERMIT INSERTION OF THE BOLTS WITHOUT UNDUE DAMAGE TO THE THREADS. BOLTS SHALL BE PLACED IN ALL HOLES WITH WASHERS POSITIONED AS REQUIRED AND NUTS THREADED TO COMPLETE THE ASSEMBLY. COMPACTING THE JOINT TO THE SNUG-TIGHT CONDITION SHALL PROGRESS SYSTEMATICALLY FROM THE MOST RIGID PART OF THE JOINT. THE SNUG-TIGHTENED CONDITION IS THE TIGHTNESS THAT IS ATTAINED WITH A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF AN IRONWORKER USING AN ORDINARY SPUD WRENCH TO BRING THE CONNECTED PLIES INTO FIRM CONTACT.

APPLICABLE CODES AND STANDARDS

1.

ANSI/TIA: STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES, 222-H EDITION.
2.

2021 INTERNATIONAL BUILDING CODE.
3.

ACI 318: AMERICAN CONCRETE INSTITUTE, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE. REFERENCE LATEST APPROPRIATE EDITION TO MATCH LOCAL AND/OR INTERNATIONAL BUILDING CODE(S) LISTED ABOVE.
4.

CRSI: CONCRETE REINFORCING STEEL INSTITUTE, MANUAL OF STANDARD PRACTICE, LATEST EDITION.
5.

AISC: AMERICAN INSTITUTE OF STEEL CONSTRUCTION, MANUAL OF STEEL CONSTRUCTION, LATEST EDITION.
6.

AWS: AMERICAN WELDING SOCIETY D1.1, STRUCTURAL WELDING CODE, LATEST EDITION.

SPECIAL INSPECTION

1.

A QUALIFIED INDEPENDENT TESTING LABORATORY, EMPLOYED BY THE OWNER, SHALL PERFORM INSPECTION AND TESTING IN ACCORDANCE WITH IBC 2021, SECTION 1704 AS REQUIRED BY PROJECT SPECIFICATIONS FOR THE FOLLOWING CONSTRUCTION WORK:

a)

STRUCTURAL WELDING (CONTINUOUS INSPECTION OF FIELD WELD ONLY)

b)

HIGH STRENGTH BOLTS (PERIODIC INSPECTION OF A325 EXTENSION FLANGE BOLTS TO BE TIGHTENED PER "TURN-OF-THE-NUT" METHOD)
2.

THE INSPECTION AGENCY SHALL SUBMIT INSPECTION AND TEST REPORTS TO THE BUILDING DEPARTMENT, THE ENGINEER OF RECORD, AND THE OWNER IN ACCORDANCE WITH IBC 2021, SECTION 1704, UNLESS THE FABRICATOR IS APPROVED BY THE BUILDING OFFICIAL TO PERFORM SUCH WORK WITHOUT THE SPECIAL INSPECTIONS.



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ATC SITE NUMBER:
412899

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MONTANA

SITE ADDRESS:
1414 ORANGE AVENUE
HELENA, MT 59601



Digitally Signed: 2024-02-09

DRAWN BY:	NYG
APPROVED BY:	THP
DATE DRAWN:	02/07/24
ATC JOB NO:	14543324_C6_02

IBC GENERAL NOTES

SHEET NUMBER: G-002	REVISION: 0
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MODIFICATION INSPECTION NOTES

THE SPECIAL INSPECTION (SI) PROCEDURE IS INTENDED TO CONFIRM THAT CONSTRUCTION AND INSTALLATION MEETS ENGINEERING DESIGN, ATC PROCEDURES AND ATC STANDARD SPECIFICATIONS FOR WIRELESS TOWER SITES.

TO ENSURE THAT THE REQUIREMENTS OF THE SI ARE MET, IT IS VITAL THAT THE GENERAL CONTRACTOR AND THE INSPECTOR BEGIN COMMUNICATING AND COORDINATING AS SOON AS A PO IS RECEIVED FROM AMERICAN TOWER CORPORATION (ATC). IT IS EXPECTED THAT EACH PARTY WILL PROACTIVELY REACH OUT TO THE OTHER PARTY. IF CONTACT INFORMATION IS NOT KNOWN, CONTACT YOUR AMERICAN TOWER POINT OF CONTACT.

SPECIAL INSPECTOR

THE SPECIAL INSPECTOR IS REQUIRED TO CONTACT THE GENERAL CONTRACTOR AS SOON AS RECEIVING A PO FROM ATC. UPON RECEIVING A PO FROM ATC THE SPECIAL INSPECTOR AT A MINIMUM MUST:

- REVIEW THE REQUIREMENTS OF THE SI CHECKLIST.
- WORK WITH THE GENERAL CONTRACTOR TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS.
- ANY CONCERNS WITH THE SCOPE OF WORK OR PROJECT COMMITMENT MUST BE RELAYED TO THE ATC POINT OF CONTACT IMMEDIATELY.

THE SPECIAL INSPECTOR IS RESPONSIBLE FOR COLLECTING ALL GENERAL CONTRACTOR INSPECTION AND TEST REPORTS, REVIEWING THESE DOCUMENTS FOR ADHERENCE TO CONTRACT DOCUMENTS, CONDUCTING THE IN-FIELD INSPECTIONS, AND SUBMITTING THE SI REPORT TO AMERICAN TOWER CORPORATION.

GENERAL CONTRACTOR

THE GENERAL CONTRACTOR IS REQUIRED TO CONTACT THE SI INSPECTOR AS SOON AS RECEIVING A PO FOR THE MODIFICATION INSTALLATION OR TURNKEY PROJECT TO, AT A MINIMUM:

- REVIEW THE REQUIREMENTS OF THE SI CHECKLIST.
- WORK WITH THE SI TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS.
- BETTER UNDERSTAND ALL INSPECTION AND TESTING REQUIREMENTS.

THE GENERAL CONTRACTOR SHALL PERFORM AND RECORD THE TEST AND INSPECTION RESULTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SI CHECKLIST.

SPECIAL INSPECTION CHECKLIST								
INSPECTION DOCUMENT	DESCRIPTION	INSPECTION TESTING REQUIRED	RESPONSIBILITY	SI REVIEW REQUIRED			INSPECTION FREQUENCY	
				PRE CX	DURING CX	POST CX	PERIODIC	CONTINUOUS
SPECIAL INSPECTION FIELD WORK & REPORT	DOCUMENTATION AND SITE VISIT CONDUCTED BY AN ATC APPROVED SPECIAL INSPECTOR AS REQUIRED BY ATC AND OTHER AUTHORITIES HAVING JURISDICTION. INSPECTION PARAMETERS TO FOLLOW ATC'S STANDARD SPECIFICATION FOR WIRELESS TOWER SITES.	✓	SI			✓		
ENGINEERING ASSEMBLY DRAWINGS	GC SHALL SUBMIT DRAWINGS TO SI FOR INCLUSION IN SI REPORT	✓	GC	✓				
FABRICATED MATERIAL VERIFICATION & INSPECTION	MTR AND OR MILL CERTIFICATIONS FOR SUPPLIED MATERIALS GC SHALL SUPPLY SI WITH REPORTS TO BE INCLUDED IN SI REPORT WHEN REQUIRED BY ATC	✓	SI	✓				
CERTIFIED WELD INSPECTION	INSPECTION AND REPORT OF STRUCTURAL WELDING PERFORMED DURING PROJECT COMPLETED BY A CWI AND INCLUDED WITHIN SI REPORT	✓	GC / TA	✓	✓	✓	✓	
FOUNDATION INSPECTION & VERIFICATION	VISUAL OBSERVATION AND APPROVAL OF FOUNDATION EXCAVATION, REBAR PLACEMENT, CASING/SHORING/FORMING PLACEMENT, AND ANCHOR TEMPLATE AND ANCHOR PLACEMENT - TO BE SI APPROVED PRIOR TO CONCRETE POUR AND DOCUMENTED IN THE SI REPORT		SI					
ANCHOR, ROCK ANCHOR OR HELICAL PULL-OUT TEST	PULL TESTING OF INSTALLED ANCHORS TO BE COMPLETED AND DOCUMENTED IN SI REPORT		GC / TA					
CONCRETE INSPECTION & VERIFICATION	CONCRETE MIX DESIGN, SLUMP TEST, COMPRESSIVE TESTING, AND SAMPLE GATHERING TECHNIQUES ARE TO BE PROVIDED FOR INCLUSION IN THE SI REPORT. SI SHALL VERIFY CONCRETE PLACEMENT AS REQUIRED BY THE DESIGN DOCUMENTS (INSPECTION FREQUENCY IS MARKED CONTINUOUS)		GC / TA					
DYWDIDAG PLACEMENT/ANCHOR BOLT EMBEDMENT - EPOXY/GROUT INSTALL	ANCHOR/BAR EMBEDMENT, HOLE SIZE, EPOXY/GROUT TYPE, INSTALLATION TEMPERATURE AND INSTALLATION SHALL BE VERIFIED BY THE SI AND INCLUDED IN THE SI REPORT		GC / SI					
BASE PLATE GROUT INSPECTION & VERIFICATION	BASE PLATE GROUTING TYPE AND PLACEMENT SHALL BE CONFIRMED BY THE SI AND INCLUDED IN THE SI REPORT		GC / SI					
EARTHWORK INSPECTION & VERIFICATION	EXCAVATION, FILL, SLOPE, GRADE AND OTHER EARTHWORK REQUIREMENTS PER PLANS SHALL BE VERIFIED BY THE SI AND INCLUDED IN THE SI REPORT		GC / TA					
COMPACTION VERIFICATION	CONTRACTOR SHALL PROVIDE AN INDEPENDENT THIRD PARTY CERTIFIED INSPECTION WHICH PROVIDES TEST RESULTS FOR COMPACTION TEST OF SOILS IN PLACE TO ASTM STANDARDS.		GC / TA					
GROUND TESTING & VERIFICATION	GC SHALL PROVIDE DOCUMENTATION SHOWING THAT THE GROUNDING SYSTEM SHALL HAVE A MEASURED RESISTANCE TO THE GROUND OF NOT MORE THAN THE RECOMMENDED 10 OHMS. PER THE ATC CONSTRUCTION SPECIFICATION UNDER SECTION 2.15 THIS DOCUMENTATION MUST BE AN INDEPENDENT CERTIFICATION.		GC					
STEEL CONSTRUCTION INSPECTION & VERIFICATION	VISUAL OBSERVATION AND APPROVAL OF STEEL CONSTRUCTION TO BE PERFORMED BY THE SI. INSPECTION TO INCLUDE VERIFICATION OF NEW CONSTRUCTION OR MODIFICATION OF EXISTING CONSTRUCTION PER ENGINEERED PLANS. DETAILED VERIFICATION SHALL BE INCLUDED IN SI REPORT.	✓	SI			✓	✓	
ON-SITE COLD GALVANIZING VERIFICATION	SI SHALL VERIFY WITH GC ALL COLD GALVANIZATION TYPE AND APPLICATION AND INCLUDE SUMMARY IN SI REPORT	✓	GC			✓	✓	
GUY WIRE TENSIONING & TOWER ALIGNMENT REPORT	GC SHALL PROVIDE SI EVIDENCE OF PROPER GUY TENSIONING AND TOWER PLUMB PER PLANS. SI SHALL VERIFY AND INCLUDE PLUMB AND TENSION REPORTING IN SI REPORT.		GC					
GC AS-BUILT DRAWINGS WITH CONSTRUCTION RED-LINES	GC SHALL SUBMIT "AS-BUILT" DRAWINGS INDICATING ANY APPROVED CHANGES TO ENGINEERED PLANS TO SI FOR APPROVAL/REVIEW AND INCLUSION IN SI REPORT	✓	GC			✓		
SI AS-BUILT DRAWINGS WITH INSPECTION RED-LINES (AS REQUIRED)	SI SHALL SUBMIT "AS-BUILT" DRAWINGS INDICATING ANY APPROVED CHANGES TO ENGINEERED PLANS WITHIN SI REPORT	✓	SI			✓		
TIA INSPECTION	SI SHALL COMPLETE TIA INSPECTION AND PROVIDE SEPARATE TIA INSPECTION DOCUMENTATION TO ATC CM		SI					
PHOTOGRAPHS	PHOTOGRAPHIC EVIDENCE OF SPECIAL INSPECTION, ON SITE REMEDIATION, AND ITEMS FAILING INSPECTION & REQUIRING FOLLOW UP TO BE INCLUDED WITHIN THE SI REPORT. COMPLETE PHOTO LOG IS TO BE SUBMITTED WITHIN SI REPORT.	✓	GC / SI			✓		
NOTE: SPECIAL INSPECTIONS ARE INTENDED TO BE A COLLABORATIVE EFFORT BETWEEN GC AND SI. WHENEVER POSSIBLE GC IS TO PROVIDE SI WITH PHOTOGRAPHIC OR OTHER ACCEPTABLE EVIDENCE OF PROPER INSTALLATION IF PERIODIC INSPECTION FREQUENCY IS ACCEPTABLE. THE GC AND SI SHALL WORK TO COMPILE EVIDENCE OF PROPER CONSTRUCTION AND LIMIT THE NUMBER OF SI SITE VISITS REQUIRED.								
TABLE KEY: SI - ATC APPROVED SPECIAL INSPECTOR CX - CONSTRUCTION GC - GENERAL CONTRACTOR CM - CONSTRUCTION MANAGER TA - 3RD PARTY TESTING AGENCY ATC - AMERICAN TOWER CORPORATION								



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MONTANA

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HELENA, MT 59601

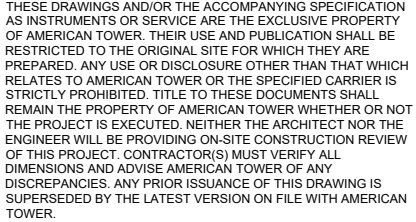


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ATC JOB NO:	14543324_C6_02

SPECIAL INSPECTION CHECKLIST	
SHEET NUMBER: G-003	REVISION: 0

BILL OF MATERIALS								
QUANTITY REQUIRED	QUANTITY PROVIDED	PART NUMBER	DESCRIPTION	LENGTH	SHEET LIST	PART WEIGHT	WEIGHT (lb)	NOTES
EXTENSION MATERIAL & HARDWARE								
2	2	412899-1	PL 1 1/2" X 27"	2'-3"	S-501, Z-501	83.0	166	
3	3	412899-2	INTERFACE WELDMENT	2'-0"	S-502, Z-502	167.9	504	
1	1	412899-3	18" OD PIPE EXTENSION WELDMENT	15'-0"	S-503, Z-503, Z-504	1506.0	1506	
1	1	CP22BC	PL 1/8" X 26"	2'-2"	S-503, Z-501	19.8	20	
2	3	BK-1000-350-A325	BOLT, 1"Ø A325 W/ HHN-LKW-FW, GALVANIZED	3 1/2"	----	----	----	ALLFASTENERS - 2STBG01312A325-A
18	19	BK-1000-475-A325	BOLT, 1"Ø A325 W/ HHN-LKW-FW, GALVANIZED	4 3/4"	----	----	----	
18	19	SW-1000-A325	DTI SQUIRTER WASHER, 1"Ø (A325 RATED)	----	----	----	----	ALLFASTENERS - 2DTIG100A325
SAFETY CLIMB								
1	1	SC-PM-100-SSC	SAFETY CLIMB (GALVANIZED, STAINLESS STEEL CABLE)	100'-0"	----	----	----	
13	14	SB-625-8250	STEP BOLT	----	----	----	----	
26	28	----	LOCK WASHER, 5/8"Ø	----	----	----	----	GALVANIZED
26	28	----	HEAVY HEX NUT, 5/8"Ø ASTM A563 DH	----	----	----	----	GALVANIZED
						TOTAL WEIGHT (lb)		2,196
								PAGE 1 OF 1



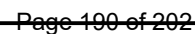
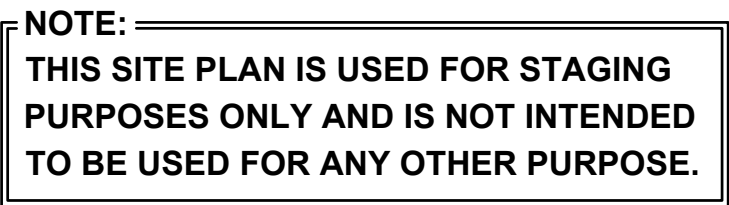
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MONTANA
SITE ADDRESS:
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HELENA, MT 59601



BILL OF MATERIALS	
SHEET NUMBER: G-004	REVISION: 0

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	<u>LEGEND</u>
⊗	GROUNDING TEST WELL
AV, A/V	AIR VENT
ATS	AUTOMATIC TRANSFER SWITCH
B	BOLLARD
C	CABINET
CS	COAX SHROUD
CSC	CELL SITE CABINET
D	DISCONNECT
E	ELECTRICAL
F	FIBER
GEN	GENERATOR
G	GENERATOR RECEPTACLE
HH, V	HAND HOLE, VAULT
HFC	HYDROGEN FUEL CELL
HSM	HYDROGEN STORAGE MATERIAL
IB	ICE BRIDGE
K	KENTROX BOX
LC	LIGHTING CONTROL
LPG	LIQUID PROPANE GAS
M	METER
OHW	OVERHEAD WIRE
P	POWER
PB	PULL BOX
PP	POWER POLE
T	TELCO
TRN	TRANSFORMER
— — — — —	PROPERTY LINE
- - - - -	ADJACENT PROPERTY LINE
— — — — —	LEASE AREA
— — — — —	EASEMENT
—○—○—○—	WOOD FENCE
—□—□—□—	WIRE FENCE
—□—□—□—	METAL FENCE
—△—	GUARD RAIL
— x —	CHAINLINK FENCE
— — — — —	ROAD (DIRT)
— — — — —	ROAD (STONE)
— — — — —	ROAD (PAVED)



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DETAILED SITE PLAN

SHEET NUMBER:

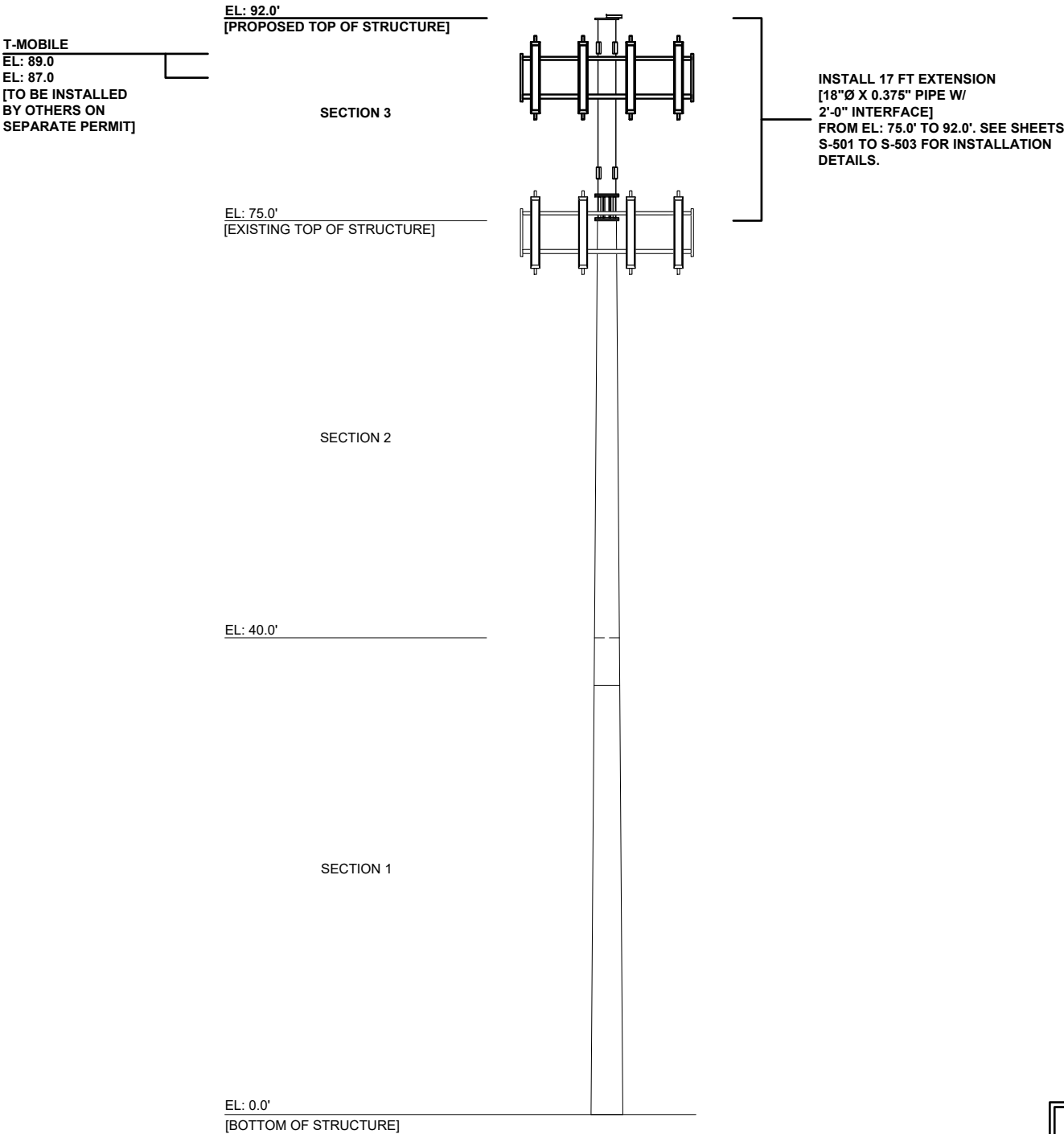
C-101

REVISION:

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ADDITIONAL NON-STRUCTURAL WORK REQUIRED:

1. INSTALL NEW LIGHTING BEACON AT TOP OF TOWER. SEE SHEET E-601 FOR DETAILS.



TOWER ELEVATION VIEW

- NOTES:
- 1. PROPOSED T-MOBILE COAX TO BE INSTALLED INSIDE MONOPOLE.
 - 2. BASE FLANGE WELD AND STIFFENER PLATE WELDS (WHEN PRESENT) ARE TO BE INSPECTED VISUALLY AND BY NDT METHODS BY A CERTIFIED WELD INSPECTOR WITH NDT LEVEL II CERTIFICATION. RESULTS ARE TO BE SENT TO PMI@AMERICANTOWER.COM.
 - 3. CONTACT AMERICAN TOWER FIELD OPERATIONS WHEN EXISTING EQUIPMENT INTERFERES WITH INSTALLATION OF MODIFICATIONS. ONCE APPROVED, EXISTING EQUIPMENT MAY BE TEMPORARILY MOVED DURING INSTALLATION & REINSTALLED TO THE ORIGINAL HEIGHT & LOCATION BY CONTRACTOR POST COMPLETION OF MODIFICATIONS.



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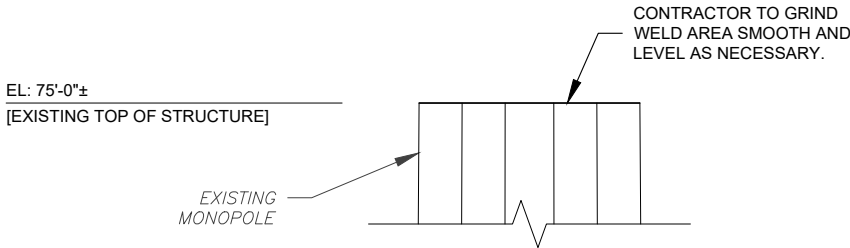
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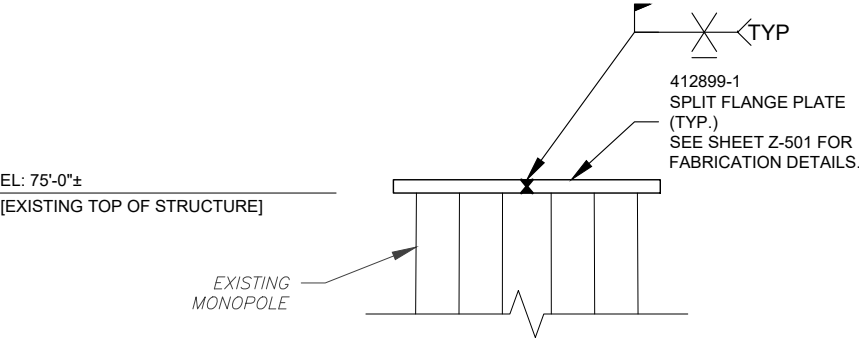
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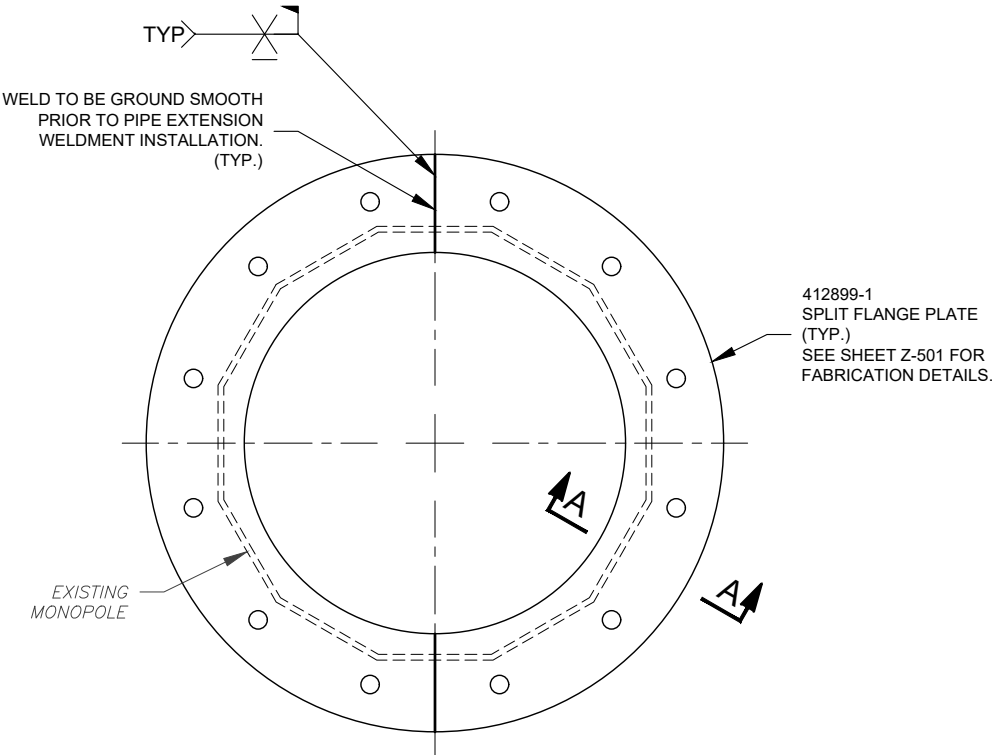
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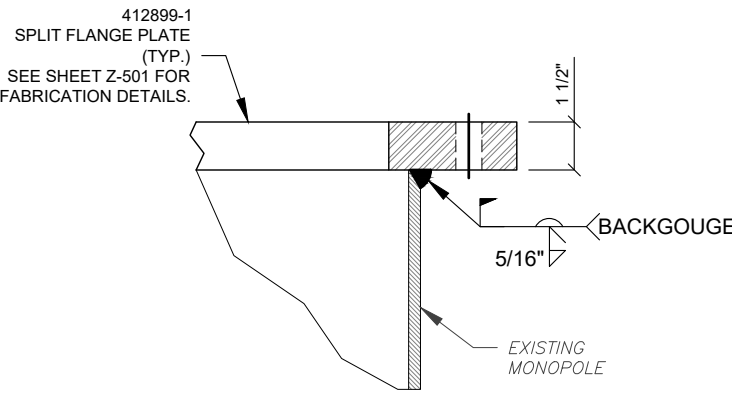
ELEVATION VIEW
EXISTING CONDITION



ELEVATION VIEW
TOP FLANGE PLATE INSTALLATION



PLAN VIEW
TOP FLANGE PLATE INSTALLATION



SECTION "A-A"
FLANGE PLATE WELD DETAIL



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**SPLIT FLANGE
INSTALLATION DETAILS**

SHEET NUMBER: S-501	REVISION: 0
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EL: 77'-0"±
(TOP OF INTERFACE)

EL: 75'-0"±
(TOP OF EXISTING STRUCTURE)

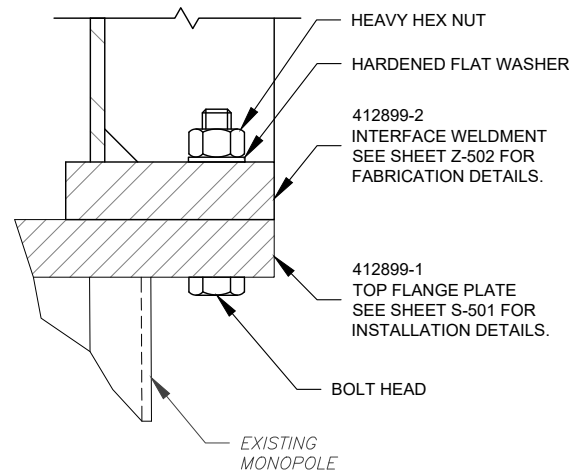
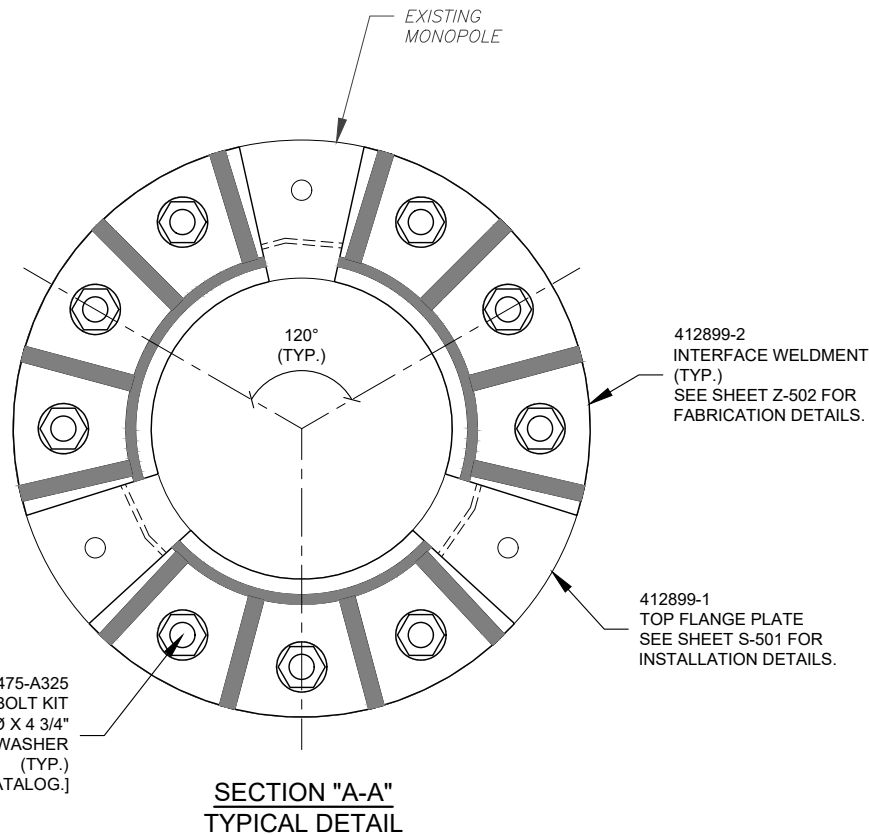
BK-1000-475-A325
BOLT KIT
1"Ø X 4 3/4"
W/ DTI SQUIRTER WASHER
(TYP.)
[SEE ATC PARTS CATALOG.]

412899-2
INTERFACE WELDMENT
(TYP.)
SEE SHEET Z-502 FOR
FABRICATION DETAILS.

412899-1
TOP FLANGE PLATE
SEE SHEET S-501 FOR
INSTALLATION DETAILS.

EXISTING
MONOPOLE

ELEVATION VIEW
INTERFACE INSTALLATION



FLANGE BOLT INSTALLATION
TYPICAL DETAIL

1. ALL FLANGE BOLTS SHALL BE TIGHTENED USING DTI SQUIRTER WASHERS FOR TENSION VERIFICATION. SEE SHEET G-002 FOR DETAILS.
2. PROPER TORQUE GENERATING EQUIPMENT, WHICH MAY INCLUDE IMPACT WRENCHES, IS REQUIRED IN ORDER TO ACHIEVE DTI COMPRESSION WITH SQUIRT INDICATION. MANUFACTURER GUIDELINES FOR DTI INSTALLATION ARE TO BE FOLLOWED.



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ATC TOWER SERVICES, LLC
1 FENTON MAIN STREET
SUITE 300
CARY, NC 27511
PHONE: (919) 468-0112
COA: PEL-EF-LIC-1109

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REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	NYG	02/07/24

ATC SITE NUMBER:

412899

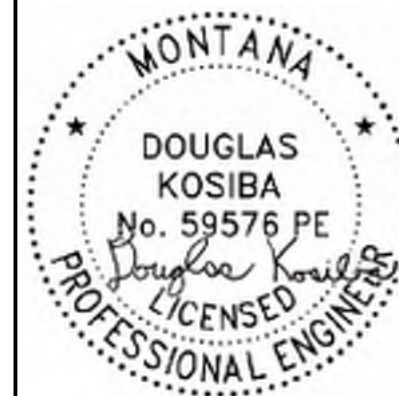
ATC SITE NAME:

CUSTER MT

MONTANA

SITE ADDRESS:

1414 ORANGE AVENUE
HELENA, MT 59601



Digitally Signed: 2024-02-09

DRAWN BY:	NYG
APPROVED BY:	THP
DATE DRAWN:	02/07/24
ATC JOB NO:	14543324_C6_02

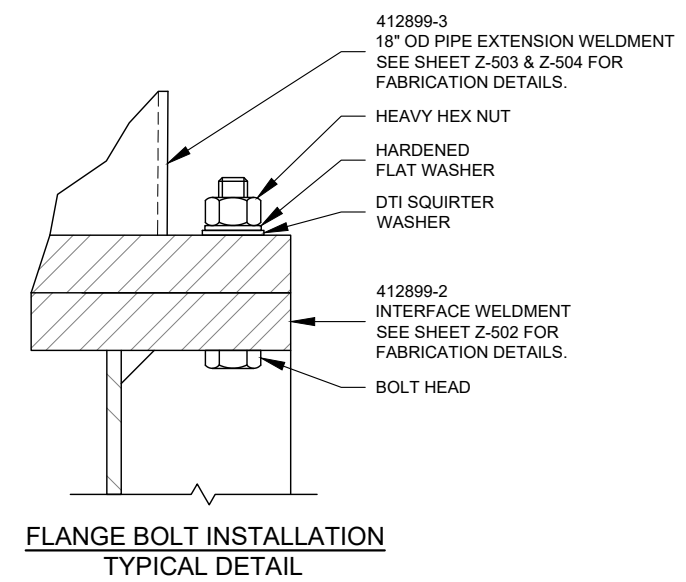
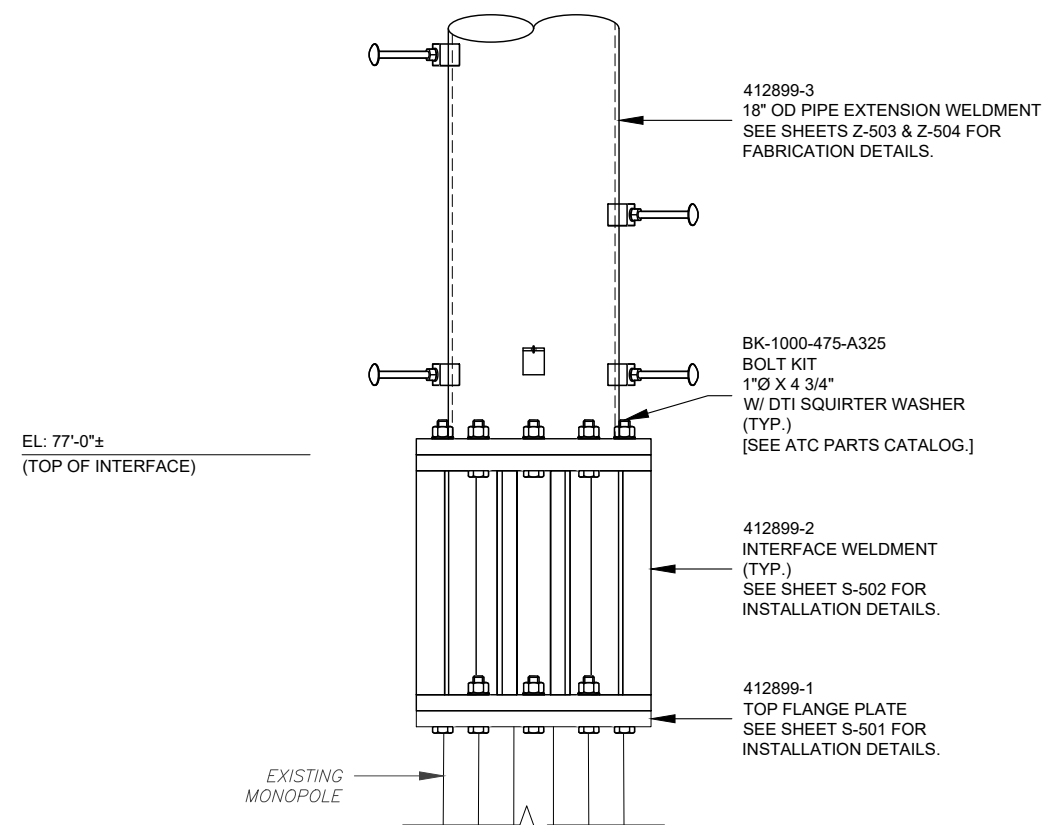
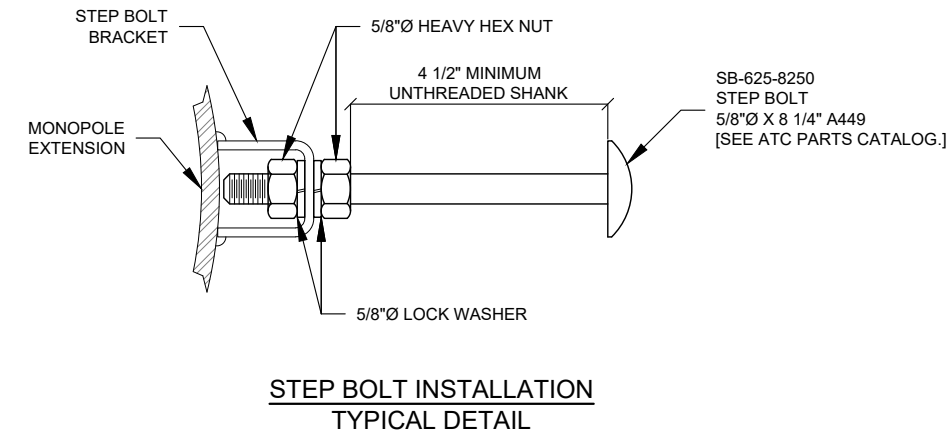
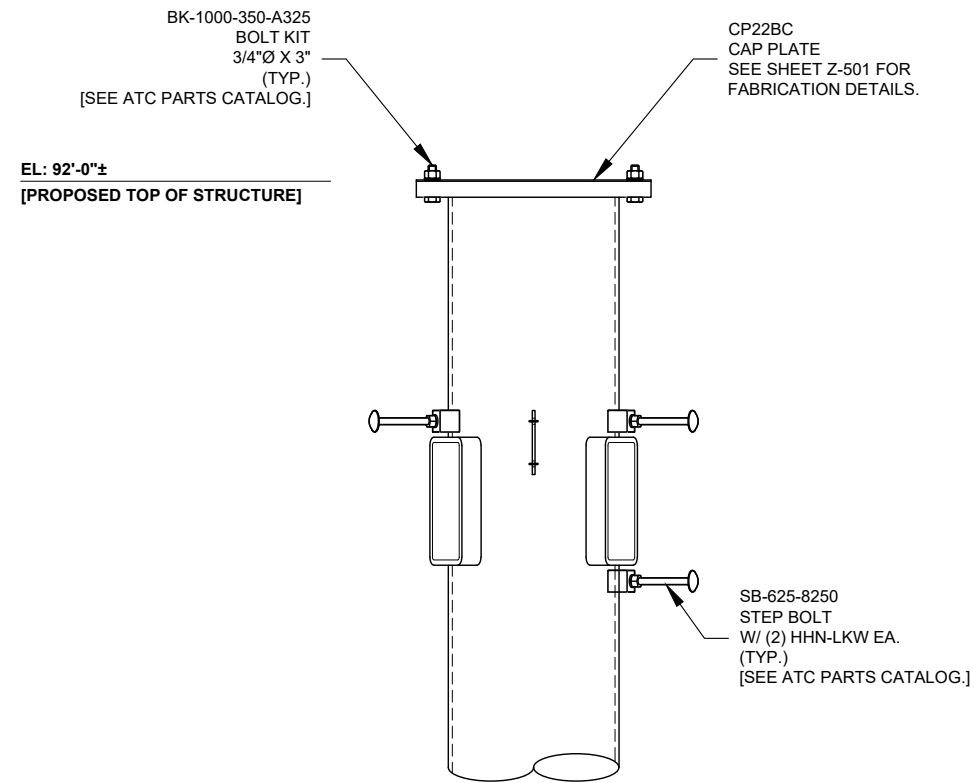
INTERFACE WELDMENT
INSTALLATION DETAILS

SHEET NUMBER:

S-502

REVISION:

0



- NOTES:
1. ALIGN NEW EXTENSION WELDMENT SAFETY CLIMB BRACKETS TO MATCH EXISTING SAFETY CLIMB SYSTEM AND CLIMBING PATH.
 2. REMOVE EXISTING SAFETY CLIMB CABLE AND ASSOCIATED HARDWARE / MOUNTS. INSTALL NEW ATC-APPROVED SAFETY CLIMB SYSTEM WITH NEW 3/8"Ø SAFETY CLIMB CABLE. ENSURE 100% TIE-OFF IS MAINTAINED AND CABLE IS FREE OF ALL OBSTRUCTIONS. CONTRACTOR SHALL INSTALL THE PROVIDED SAFETY CLIMB IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

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REV.	DESCRIPTION	BY	DATE
△	FIRST ISSUE	NYG	02/07/24
△			
△			
△			
△			

ATC SITE NUMBER:
412899

ATC SITE NAME:
CUSTER MT

MONTANA

SITE ADDRESS:
1414 ORANGE AVENUE
HELENA, MT 59601

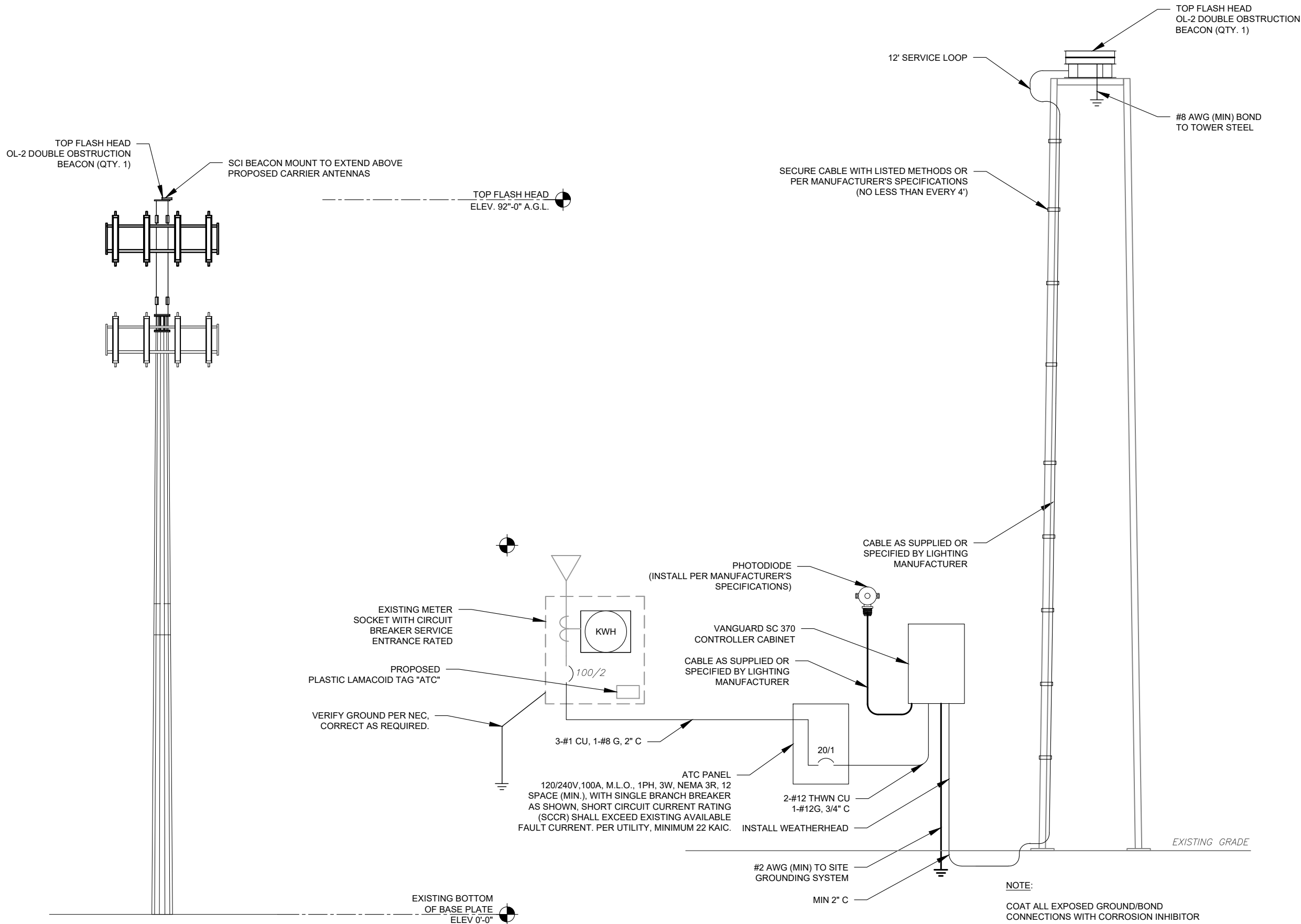


Digitally Signed: 2024-02-09

DRAWN BY:	NYG
APPROVED BY:	THP
DATE DRAWN:	02/07/24
ATC JOB NO:	14543324_C6_02

**18 FT EXTENSION
INSTALLATION DETAILS**

SHEET NUMBER:	REVISION:
S-503	0



1 TOWER ELEVATION
SCALE: NOT TO SCALE

2 TOWER LIGHTING SCHEMATIC
SCALE: NOT TO SCALE



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REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	NYG	02/07/24

ATC SITE NUMBER:

412899

ATC SITE NAME:

CUSTER MT

MONTANA

SITE ADDRESS:

1414 ORANGE AVENUE
HELENA, MT 59601



Digitally Signed: 2024-02-09

DRAWN BY:	NYG
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ATC JOB NO:	14543324_C6_02

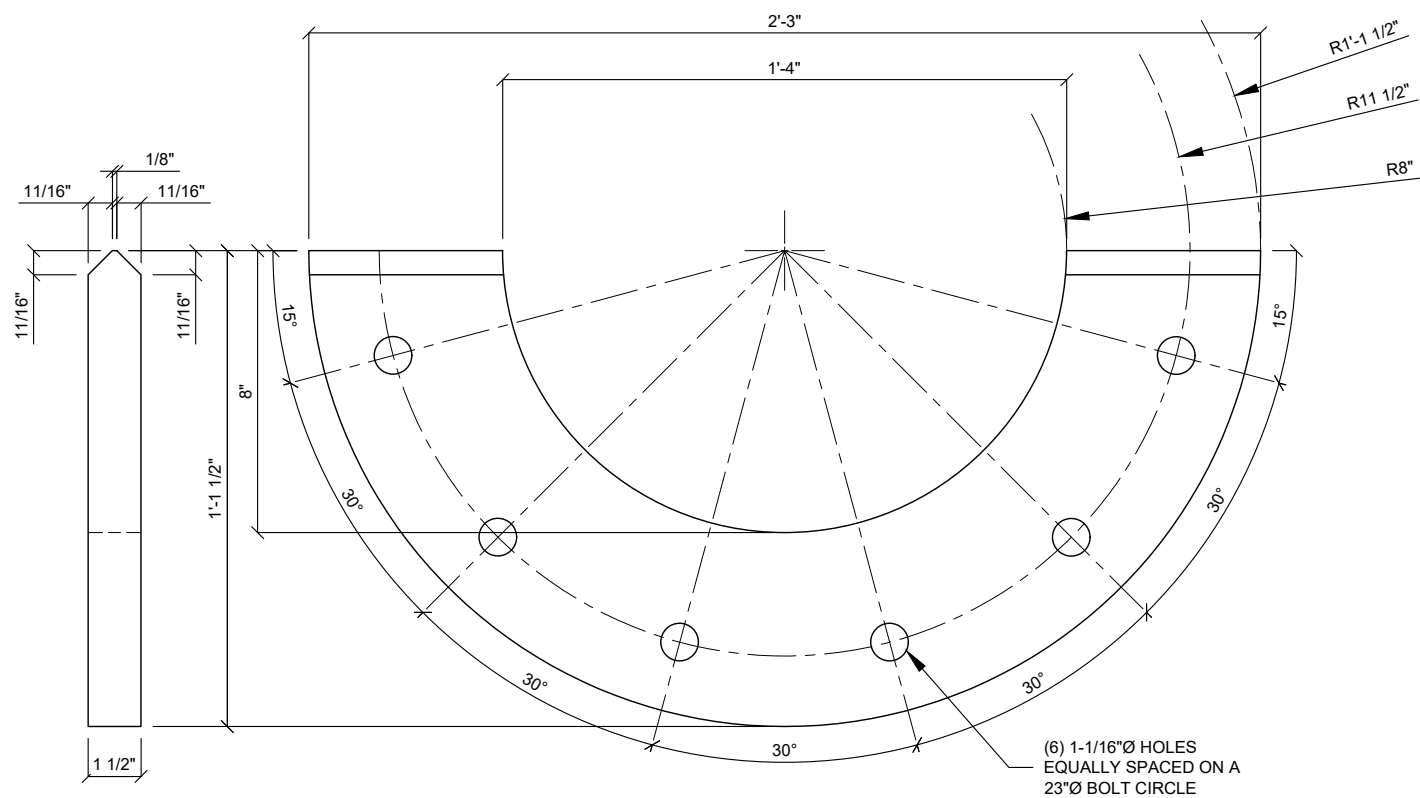
MODIFICATION PROFILE

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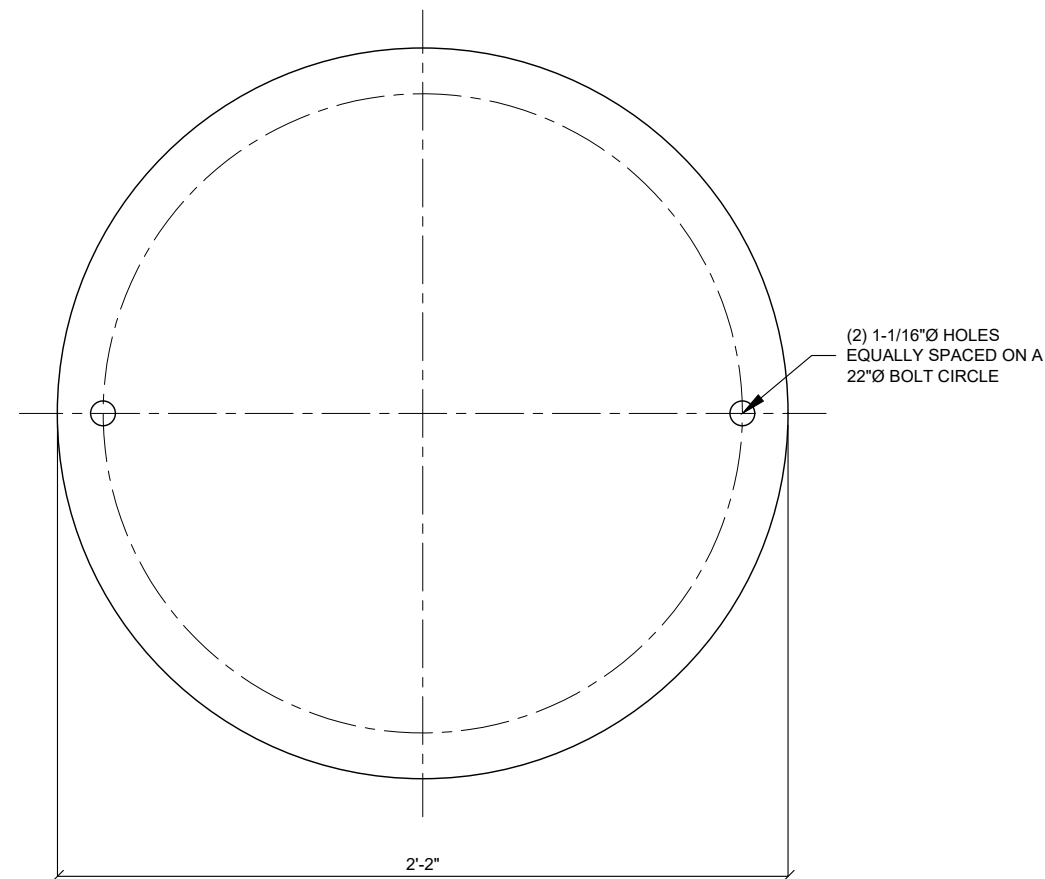
E-601

REVISION:

0



412899-1
TOP FLANGE PLATE



CP22BC
CAP PLATE

412899-1	PL 1 1/2" X 27"	2'-3"	A572 GR. 50 / SHAPE	79.0#	83.0#
CP22BC	PL 1/8" X 26"	2'-2"	A36 / ROUND	18.8#	19.8#
PART NO.	DESCRIPTION	LENGTH	NOTES	BLK WT	GALV WT
MATERIAL: AS NOTED		FINISH: GALVANIZED		HOLES: AS NOTED	



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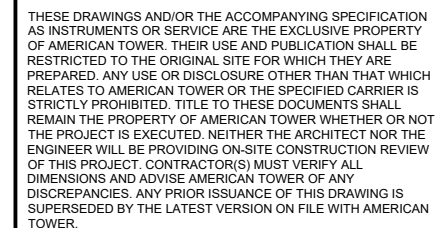
SPLIT FLANGE
& CAP PLATE
FABRICATION DETAILS

SHEET NUMBER:

Z-501

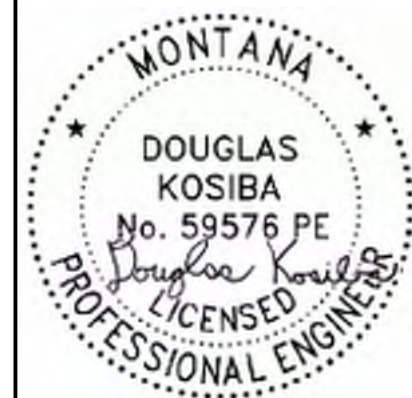
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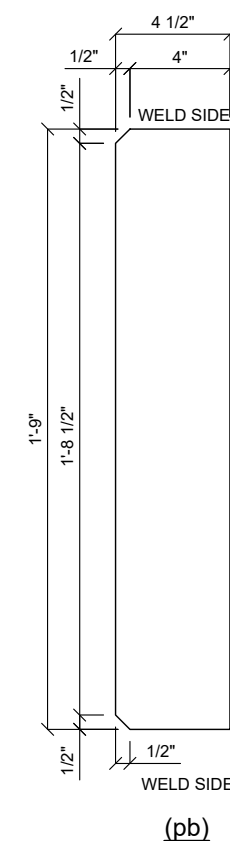
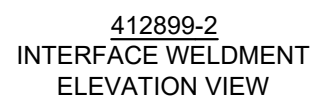
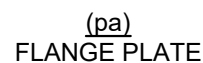
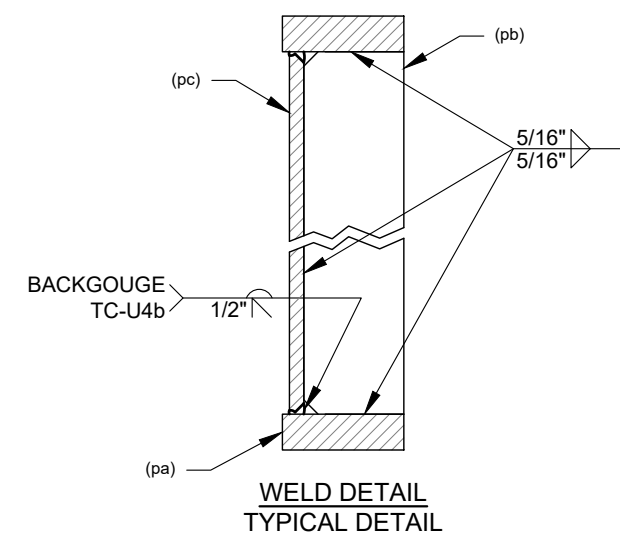
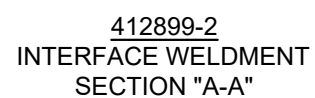
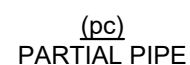
REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	NYG	02/07/24

SITE ADDRESS:
1414 ORANGE AVENUE
HELENA, MT 59601

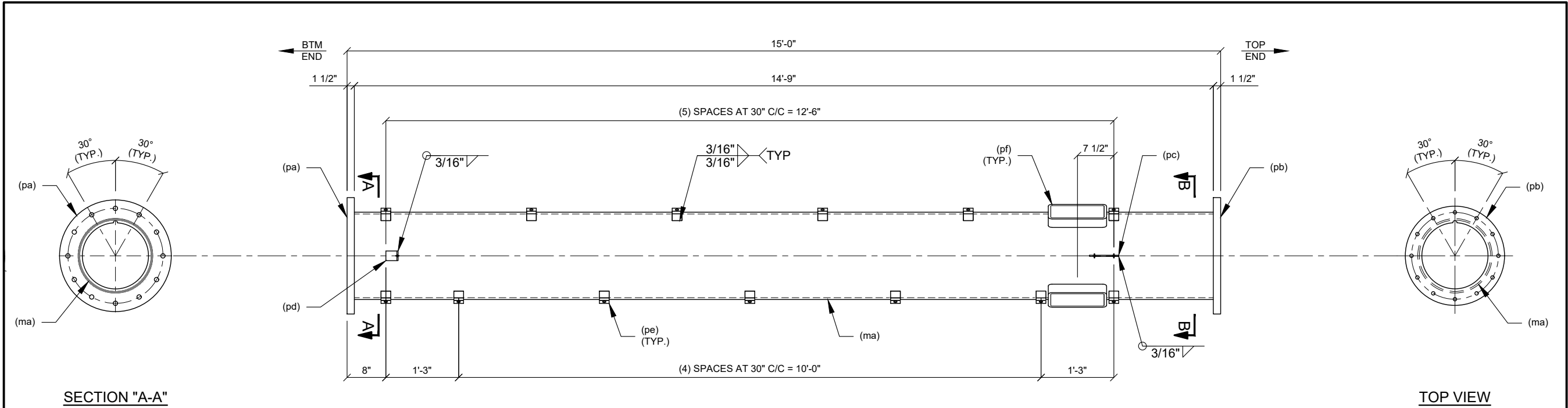


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APPROVED BY:	THP
DATE DRAWN:	02/07/24
ATC JOB NO:	14543324_C6_02

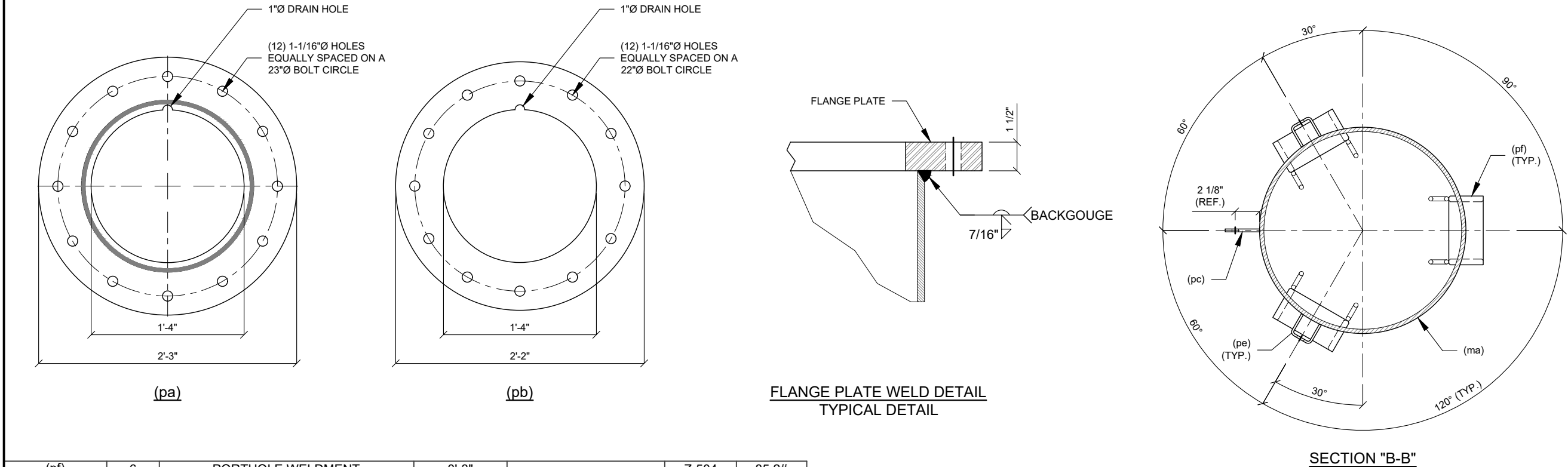
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(pc)	1	18" O.D. X 0.500" PIPE	1'-9"	A53 GR. B	45.4#
(pb)	4	PL 5/8" X 4 1/2"	1'-9"	SHAPE	72.2#
(pa)	2	PL 1 1/2" X 8 3/8"	1'-8 11/16"	SHAPE	87.8#
412899-2	1	INTERFACE WELDMENT	2'-0"		159.9#
PART NO.	QTY	DESCRIPTION	LENGTH	NOTES	BLK WT
MATERIAL: A572 GR. 50 U.N.O.		FINISH: GALVANIZED	HOLES: 1-1/16"Ø		GALV WT: 167.9#



412899-3
18" OD PIPE EXTENSION WELDMENT



(pf)	6	PORTHOLE WELDMENT	0'-3"		Z-504	85.2#
(pe)	13	STEP BOLT BRACKET	0'-2"		Z-504	7.8#
(pd)	1	L 3" X 2 1/2" X 1/4"	0'-2"		Z-504	0.8#
(pc)	1	PL 1/4" X 3"	0'-6"		Z-504	1.3#
(pb)	1	PL 1 1/2" X 26"	2'-2"	A572 GR. 50 / ROUND	Z-503	140.1#
(pa)	1	PL 1 1/2" X 27"	2'-3"	A572 GR. 50 / ROUND	Z-503	157.8#
(ma)	1	18" OD X 0.375" PIPE	14'-9"	A53 GR. B / SC2E	Z-503	1041.2#
412899-3	1	18" OD PIPE EXTENSION WELDMENT	15'-0"		Z-503	1434.3#
PART NO.	QTY	DESCRIPTION	LENGTH	NOTES	SHEET	BLK WT
MATERIAL: A36 U.N.O.		FINISH: GALVANIZED	HOLES: AS NOTED		GALV WT:	1506.0#



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1			
2			
3			
4			

ATC SITE NUMBER:
412899

ATC SITE NAME:
CUSTER MT

MONTANA

SITE ADDRESS:
1414 ORANGE AVENUE
HELENA, MT 59601



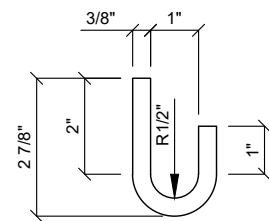
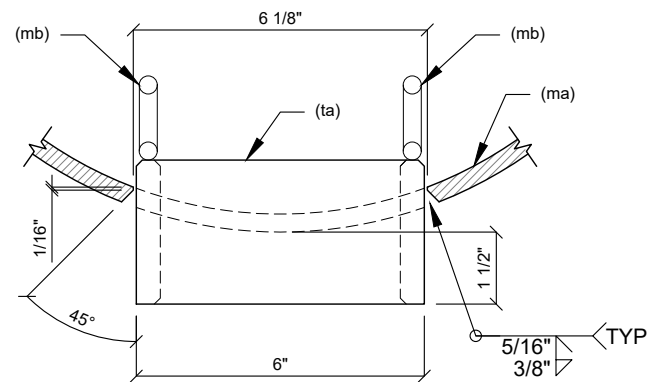
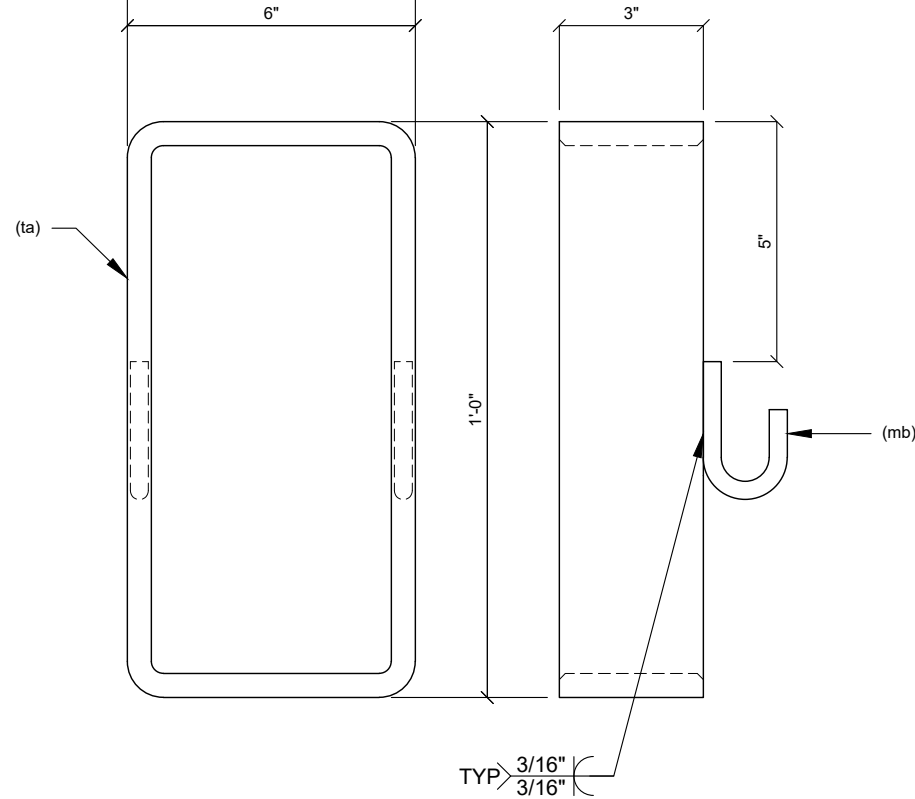
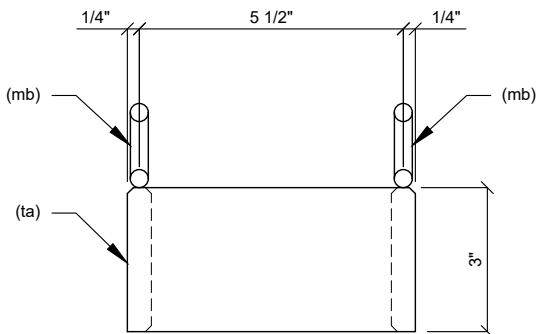
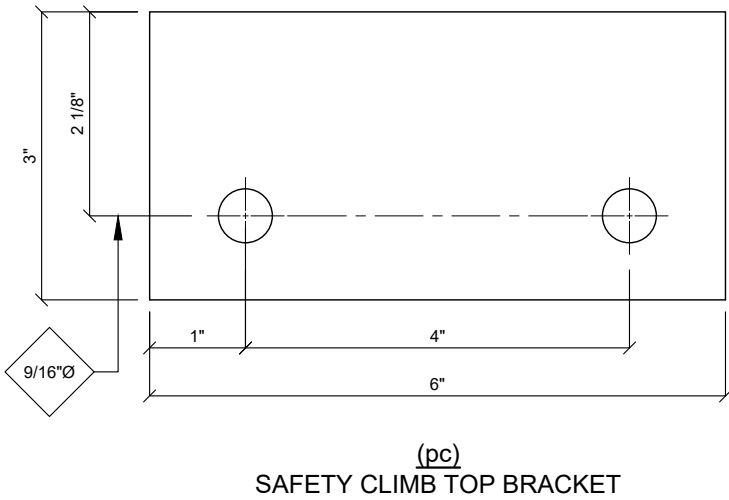
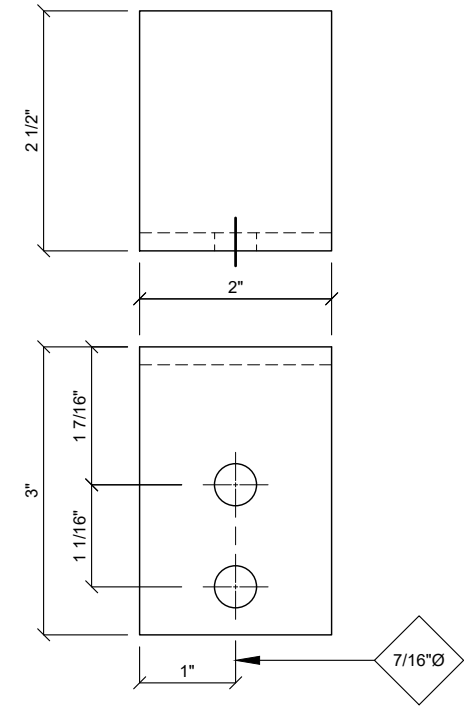
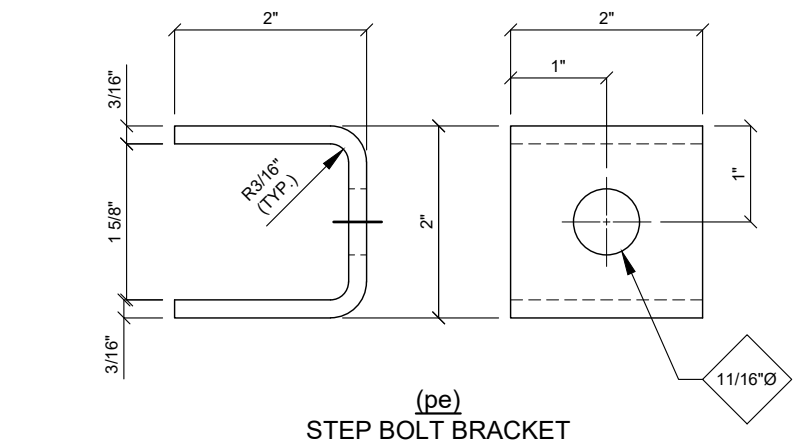
DOUGLAS KOSIBA
No. 59576 PE
PROFESSIONAL ENGINEER

Digitally Signed: 2024-02-09

DRAWN BY:	NYG
APPROVED BY:	THP
DATE DRAWN:	02/07/24
ATC JOB NO:	14543324_C6_02

18 FT MONOPOLE
EXTENSION WELDMENT
FABRICATION DETAILS

SHEET NUMBER:	REVISION:
Z-503	0



(pf)
PORTHOLE DETAIL
NOTE: CHAMFER ALL
INSIDE EDGES 1/8" (TYP.)

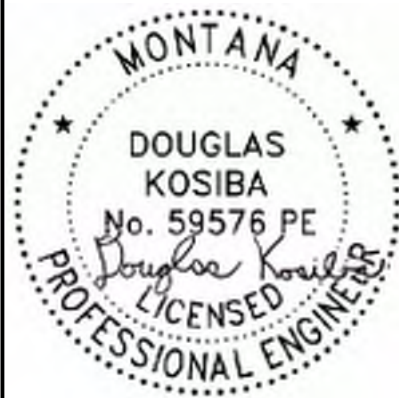
(mb)	2	3/8"Ø SR	0'-5 1/16"		0.3#
(ta)	1	HSS 12" X 6" X 0.500"	0'-3"	A500 GR. B	13.9#
(pf)	1	PORTHOLE WELDMENT	0'-3"		14.2#
PART NO.	QTY	DESCRIPTION	LENGTH	NOTES	BLK WT
MATERIAL: A36 U.N.O.		FINISH: GALVANIZED	HOLES: N/A	GALV WT:	N/A

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ATC SITE NUMBER:
412899
ATC SITE NAME:
CUSTER MT
MONTANA
SITE ADDRESS:
1414 ORANGE AVENUE
HELENA, MT 59601



Digitally Signed: 2024-02-09

DRAWN BY:	NYG
APPROVED BY:	THP
DATE DRAWN:	02/07/24
ATC JOB NO:	14543324_C6_02

MONOPOLE EXTENSION
WELDMENT FABRICATION
DETAILS (CONT'D)

SHEET NUMBER:
Z-504
REVISION:
0

**ORDER AND DECISION OF THE CITY COMMISSION
CITY OF HELENA, MONTANA**

WHEREAS, Beth Bindner, on behalf of Powder River Development Services, heretofore petitioned the City Commission, acting as the Board of Adjustment, for a variance of zoning requirements relating to the following real property located within the City of Helena, Montana, with a legal address of:

1414 Orange Avenue

SAID VARIANCE BEING OF THE FOLLOWING NATURE: The applicant is requesting a variance from Section 11-4-2 (Table 2) (CLM) to increase the maximum building height from 60' to 92' for a property in a CLM zoning district with a legal description of LOT 2A OF DOC. NO 3305614: LOCATED IN THE NE1/4 OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 3 WEST, P.M. MONTANA, LEWIS & CLARK COUNTY.

WHEREAS, the City Commission gave notice and held a Public Hearing on said Petition as required by the applicable statutes and ordinances, and took testimony under oath from Petitioner and other interested parties, and said Board of Adjustment is now fully informed in the premises.

THE CITY COMMISSION FINDINGS ARE AS FOLLOWS: Approves the following variance:

Move to Approve a variance from Section 11-4-2 (Table 2) (CLM) to increase the maximum building height from 60' to 92' for a property in a CLM zoning district with a legal description of LOT 2A OF DOC. NO 3305614: LOCATED IN THE NE1/4 OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 3 WEST, P.M. MONTANA, LEWIS & CLARK COUNTY.

IT IS HEREBY DETERMINED AND ORDERED that the variance petitioned for by the petitioner are **APPROVED.**

DONE AND DATED BY ORDER OF SAID CITY COMMISSION THIS 25th DAY OF MARCH 2024.

Wilmot J. Collins
Mayor, City of Helena

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Independent Record** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(123) 456-7890**.

Notice ID: PltZkTZvApmQihAlY8Ap | **Proof Updated: Mar. 05, 2024 at 09:19am MST**
Notice Name: City Commission Variance for 1414 Orange Ave

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Kyle Holland
kholland@helenamt.gov
(406) 447-8000

FILING FOR

Independent Record

Columns Wide: 2 **Ad Class:** Legals
Total Column Inches: 8.5
Number of Lines: 37

03/09/2024: General Legal	130.70
Affidavit Fee	10.00

Subtotal	\$140.70
Tax	\$0.00
Processing Fee	\$0.00
Total	\$140.70

See Proof on Next Page

Notice of Public Hearing

The Helena City Commission will hold public hearings on **Monday, March 25, 2024, at 6pm in person in the Commission Chambers, Rm 330, 316 N Park Ave, and via the ZOOM platform**. The meeting will serve to consider the following proposal:

To consider a variance from Section 11-4-2 (Table 2) (CLM) to increase the maximum building height from 60' to 92' for a property in a CLM zoning district with a legal description of LOT 2A OF DOC. NO 3305614: LOCATED IN THE NE1/4 OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 3 WEST, P.M. MONTANA, LEWIS & CLARK COUNTY.

This property is located at 1414 Orange Avenue.

This meeting can be accessed via the online meeting platform Zoom at:

<https://us06web.zoom.us/j/88928208022>

Meeting ID: 889 2820 8022

Dial in at 1(346) 248-7799, or find your local number at: <https://zoom.us/j/88928208022>

Public comment will be taken up to and at the above meeting. If you wish to submit written comments prior to the meeting please send them in via email to kholland@helenamt.gov or mail to Kyle Holland, Community Development Department, Room 445, 316 N. Park Ave, Helena MT, 59623. For any questions, please call 406-447-8492.

Dannai Clayborn

City Clerk

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

March 9, 2024 ##### MNAXLP