



City of Helena

CITY OF HELENA
City Commission Meeting
November 4, 2024 - 6:00 PM

City - County Building Room 330 / Zoom Online Meeting; <https://us06web.zoom.us/j/89434066665>

1. **Call to Order and Roll Call**
2. **Pledge of Allegiance**
3. **Minutes**
 - A. 10-16-24 Admin Meeting
4. **Presentations**
 - A. To accept the Montana Board of Crime Control - Violence Against Women Act (VAWA) grant for the Helena Police Department.
 - B. To Accept the Montana Board of Crime Control (Edward Byrnes) Missouri River Drug Task force (MRDTF) Grant for the Helena Police Department.
 - C. To Accept a Donation to Purchase a K9 for the HPD.
5. **Proclamations**
 - A. Lung Cancer Awareness Month
 - B. National Alzheimer's Disease Awareness & Caregiver Month
6. **Board Appointments**
 - A. Board Appointments: Helena BID, Golf Advisory Board, MPO TAC, Helena Tourism BID, Zoning Commission
7. **Consent Agenda**
 - A. Claims
8. **Communication/Proposals from Commissioners**
9. **Report of the City Attorney**
10. **Report of the City Manager**
11. **Communications from the Helena Citizens Council**
12. **Regular Items**
 - A. Consider a Resolution repealing Resolutions nos. 9967, 10154, 10376, 20374, and 20580 and establishing a Tax Increment Financing advisory board for the City of Helena.
 - B. Consider a Resolution amending Resolution No. 20797 by distributing additional Downtown Urban Renewal District Tax Increment Financing funds to the City of Helena's Open Lands, Parks, and Recreation Department, for rehabilitation of the Fire Tower
13. **Public Hearings**
 - A. Consider a Resolution granting a Conditional Use Permit to allow a General Services use in a R-3 (Residential) zoning district for the property legally described as All of lot 2 and the south 30 of lot 3 in Block 436 of the Allen Addition to the City of Helena, Lewis and Clark County, Montana

14. Public Communications

15. 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 Commission Administrative Meeting
October 16, 2024 – 4:00 PM
Zoom Online Meeting; <https://us06web.zoom.us/j/86949324988>
City County Building, 316 N. Park Ave., Room 326**

Time & Place

A City Commission Administrative meeting was held Wednesday, October 16, 2024 at 4:00 p.m. via Zoom Online Meeting ID: <https://us06web.zoom.us/j/86949324988> and physically in the City County Building, Room 326.

**** Due to technical difficulties, the first few minutes of this meeting were not captured in the recording, and some portions of audio are unintelligible****

Call to Work Session, Introductions

(00:00:00) The following responded present:

In Person

Deputy City Attorney Petesch
City Manager Burton
Commissioner Logan
Commissioner Reed

Via Zoom

Mayor Pro Tem Dean
Commissioner Shirliff

The following were absent:

Mayor Collins

Commission Comments, Questions

(00:00:00) Commissioner Reed proposed that an event coordinator position be created for the City.

(00:01:08) Commissioner Shirliff, Commissioner Logan, and Mayor Pro Tem Dean expressed support for the idea.

Recommendations from the Helena Citizens Council

(00:03:15) HCC Representative Sonda Gaub discussed recent and upcoming meeting agenda items.

Report of the City Manager



(00:03:57) City Manager Burton had nothing to report.

Department Reports

A. Transportation Systems – Parking Update

- (00:05:04) Transportation Systems Director Knoepke and Deputy Director Couey presented Item A.
- (00:09:47) Commissioner Logan asked Director Knoepke about the balance for kiosks.
- (00:10:27) Commissioner Reed asked Director Knoepke about the personnel line trend for years passed.
- (00:19:38) Commissioner Reed asked Deputy Director Couey about parking ticket fees.
- (00:23:22) Commissioner Reed asked Director Knoepke about public engagement.
- (00:25:35) Commissioner Shirliff asked Director Knoepke about budget considerations for loan payback.
- (00:27:15) Commissioner Reed asked Director Knoepke and Deputy Director Couey about projects proposed and projects in progress and if public comment collected was considered.
- (00:37:14) Commissioner Shirliff asked Director Knoepke and Deputy Director Couey about seasonal and holiday parking considerations and the rationale for time limits on free parking.
- (00:42:58) Commissioner Reed asked Director Knoepke about the public comment and Parking Advisory Committee's input, and next steps for policy considerations.
- (00:47:22) Mayor Pro Tem Dean explained her support for policies and concerns for clarity going forward.
- (00:57:56) Commissioner Logan asked Director Knoepke about the Parking Advisory Committee's meetings and agendas.
- (00:59:16) Commissioner Reed asked Director Knoepke about the total number of public comments.
- (01:01:00) Parking Advisory Committee Chairperson Julia Gustafson provided public comment, discussing next steps for the Parking Advisory Committee.
- (01:02:22) Mayor Pro Tem Dean, Commissioners Reed, Logan, Shirliff, and Manager Burton discussed the board recommendation process.



(01:03:48) Manager Burton discussed Parking Advisory Committee recommendations.

B. Transportation Systems - Update

(01:05:40) Director Knoepke discussed additional updates.

(01:09:40) Manager Burton discussed updates for subsequent meetings.

(01:10:12) Commissioner Logan asked Director Knoepke about the direction for 'mini malfunction' and about the cost differences.

(01:14:05) Commissioner Shirliff asked Director Knoepke about pedestrian safety and emergency response vehicle maneuverability.

(01:15:28) Manager Burton asked Director Knoepke about an engineering study for the intersection with MDT.

C. A Resolution of Intention to set rates for all customers of the City of Helena wastewater system and to set a date public hearing date

D. A Resolution of Intention to set rates for all customers of the City of Helena water system and to set a date public hearing date

(01:16:57) Public Works Director Leland presented items C and D.

(01:18:57) Commissioner Logan asked Director Leland about the date of the study.

(01:19:15) Mayor Pro Tem Dean requested an updated cost analysis.

Litigation Strategy

A. Public Comment

B. Litigation strategy/discussion with counsel: Bozeman Greenbuild v. City of Helena

C. The City Commission may close all or portions of agenda item #6 to the public pursuant to Sect. 2-3-203 (4)(a), MCA, to discuss with legal counsel a strategy to be followed with respect to litigation if an open meeting would have a detrimental effect on the litigating position of the City because all the parties are not public bodies

(01:21:17) Mayor Pro Tem Dean asked Deputy City Attorney Petesch for a recommendation to close the meeting.

(01:23:00) Meeting closed at the recommendation of the Deputy City Attorney.



D. Open Discussion/Direction

(01:41:00) Deputy Director Petesch provided an overview of the closed discussion.

Public Comment

(01:44:40) There were no further comments or questions from the Commission and/or public.

Commission Discussion and Direction to the City Manager

Adjournment

(01:45:20) There being no further business before the Commission, the meeting adjourned at 5:45pm.

City of Helena, Montana

10/16/2024

To: Mayor Collins and Helena City Commission

From: Brett Petty, Chief of Police

Subject: To accept the Montana Board of Crime Control - Violence Against Women Act (VAWA) grant for the Helena Police Department.

Present Situation: The Helena Police Department has received this grant for many years. The grant allows the HPD to maintain a dedicated detective to investigate crimes against women. The federal granted amount is \$88,185 (75%) with a match of \$29,395 (25%).

Background Information: The Helena police Department has applied for and received this grant for many years. The grant allows for the HPD to have one dedicated detective assigned to the Violence Against Women position. This grant is paid at 75% with a 25% match from city funding.

Proposal/Objective: The objective of this grant is to allow for the HPD to have one full-time, dedicated VAWA detective.

Advantage: The advantage to receiving this grant allows for the HPD to have one full-time, dedicated VAWA detective.

Notable Energy Impact: N/A

Disadvantage: The only disadvantage to the funding is that there is a 25% match to the city.

Quasi-Judicial Item: False

Notice of Public Hearing: False

**Staff Recommendation/
Recommended Motion:** Move to Accept the Montana Board of Crime Control - Violence Against Women Act (VAWA) funding to the Helena Police Department for the VAWA detective.

AGREEMENT COVERSHEET

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

Agreement Type: **Misc. / Other**

Department: **Police**

Division: **N/A**

Creator: **Farah Lane**

Date Created: **10/9/2024**

Contractor / Service Provider: **Montana Board of Crime Control**

Agreement Amount / Value: **\$88,185.00**

Budget Funding Source: **General Fund**

Finance Project Number: **NA**

Agreement Number: **25-W02-2101**

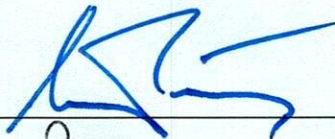
Purpose / Additional Notes:

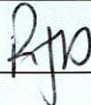
This agreement covers federal fiscal year FY25 (October 1, 2024 – September 30, 2025). This is the agreement for the Violence Against Women Grant that we receive each year. It needs to be signed by the City Manager and then initialed by the City Manager on each Special Condition page and then signed again on the last page.

City Attorney Received
City Manager Received RECEIVED OCT 15 2024 CITY MANAGER
City Clerk Received

Department Approval:

Attorney Review:





Please return digital executed agreement to: **Farah Lane**



Montana Board of Crime Control

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PO Box 201408
Helena MT 59620
Phone (406)444-3604
Fax (406)444-4722
TTY (406)444-7099
www.mbcc.mt.gov

Leo Dutton
Sheriff & Coroner,
Lewis & Clark County
Chairperson

Rick Kim
Fort Peck Tribal Member and
Rural Montana Representative
Vice Chairperson

Laurie Barron
Superintendent,
Evergreen School District

Eric Bryson
Executive Director, Montana
Association of Counties

Wyatt English
Unit Supervisor,
Pine Hills Correctional Facility

Shantelle Gaynor
Director, Missoula County
Community Justice

Brian Gootkin
Director, Department of
Corrections

Amanda Littlesun
DV Program Director,
Rocky Mountain Tribal
Leaders Council

Bryan Lockerby
Administrator, Division of
Criminal Investigation

Beth McLaughlin
Court Administrator

Meaghan Mulcahy
Data Control, Department of
Labor and Industry

Amanda Myers
Assistant U.S. Attorney

Michael Sanders
Chief of Police, East Helena

Brett Schandelson
Director, Office of
State Public Defender

Kaydee Snipes Ruiz
District Court Judge
12th Judicial District

Amy Tenney
Chief Executive Officer, Boyd
Andrew Community Services

Scott Twito
Yellowstone County Attorney

Katie Weston
Deputy Chief, Billings Region
Probation & Parole

September 19, 2024

Brett Petty
Helena Police Department
406 Fuller Ave
Helena, MT 59601

RE: FY2024 STOP Violence Against Women Act (VAWA) - Helena Police Department

Dear Brett,

The Montana Board of Crime Control (MBCC) congratulates you on the award of your application.

Enclosed is your grant award and necessary instructions. If there has been a change to any authorized official since the time of application, please complete a new signature page (<https://mbcc.mt.gov/Funding/Forms>) and submit it with the signed award documents. Once your award letter becomes available, please have **Tim Burton, City Manager**, complete and sign the following:

- *Grant Award*
- *Special Conditions*
- *Other documents as indicated in the task assigned to you in AmpliFund*

Documents require original signatures and must be uploaded to the Public folder in AmpliFund.

All grant funds are provided on a reimbursement basis, with proof of expenses incurred.

Quarterly Reports are required. MBCC will reach out with more information and instructions before you are required to submit reports in AmpliFund.

If you have any questions regarding your grant, please contact:

Jackie Hoover
(406) 444-4763



STATE OF MONTANA
BOARD OF CRIME CONTROL



Contact information for awarding official:
5 S Last Chance Gulch – Helena MT 59601-4178
Phone: (406) 444-3604 | Fax: (406)444-4722

GRANT AWARD

Subgrant: 25-W02-2101 Helena Police Department

Grantee: CITY OF HELENA
406 Fuller Ave
Helena, MT 59601

UEI: TLA1ZVLJ2M15
Project Period: 10/01/2024 - 09/30/2025

Award Date: September 5, 2024
Federal Amount Awarded: \$88,185.00
State Amount Awarded: \$0.00
Guaranteed Local Matching: \$29,395.00
Total: \$117,580.00

Subrecipient's MBCC Award Identification number: 25-W02-2101
Federal award identification number(s): 15JOVW-24-GG-00508-STOP
Federal award date(s): 9/13/2024
Federal awarding agency: Department of Justice, Office on Violence Against Women
Source of Federal Fund: 16.588
This Federal award is related to Research and Development: No
Indirect cost rate for the Federal award: N/A

Project Description: The Helena Police Departments goal is to support the dedicated VAWA detective position in order to continue law enforcement response and improving victim outcomes.

Special Conditions

Please see award Special Conditions in your grant folder.

This grant is subject to the special conditions for this award and must be implemented and administered along guidelines already established by your agency. This grant shall become effective, as of the date of award, when the grantee signs and returns a copy of this grant award to the Board of Crime Control.

Funds allocated to this project, both awarded and matching, must be obligated prior to **09/30/2025**.

Natalia Bowser
Director
Montana Board of Crime Control

September 19, 2024
Date

I, as authorized representative of the above grantee agency, hereby signify acceptance of the above described grant on the terms and conditions set forth above or incorporated by reference therein.

Tim Burton
City Manager

10-15-24
Date



STATE OF MONTANA
BOARD OF CRIME
CONTROL

5 Last Chance Gulch - Helena MT 59601-4178
Phone: (406) 444-3604 Fax: (406406) 444-4722



Special Conditions – Violence Against Women Act (VAWA) Program

1. Requirements of the award; remedies for non-compliance or for materially false statements
The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office on Violence Against Women (OVW) taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide
The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337
3. Equipment purchases require competitive bids
Subrecipients must obtain competitive bids for equipment and awards should go to the lowest bidder. For equipment costing more than \$5,000.00, bids must be written, and copies submitted with quarterly financial reports. If other than the lowest bid is accepted, a full justification must be submitted to the Board of Crime Control.
4. Award is conditional upon availability of funds
This grant award is conditional upon availability of government funds and may be reduced at any time due to budget reductions.

Special Conditions – Violence Against Women Act (VAWA) Program

5. Non-committal to future funding
Award of this grant does not commit the Board of Crime Control to future funding.
6. Personnel time and attendance records
Applicant must maintain time and attendance records to support personnel costs associated with grant project.
7. Travel Reimbursement
State rates for mileage, meals, and lodging are maximum amounts that can be charged to subgrants funded by MBCC.
Mileage rate 01/01/2024 is \$0.67 cents per mile, and per diem rates as 04/11/2023 are:

Meals Allowance:	In-State	Out-of-State
Morning Meal (12:01AM-10:00AM)	\$8.25	\$13.00
Midday Meal (10:01AM-3:00PM)	\$9.25	\$15.00
Evening Meal (3:01PM-12:00AM)	\$16.00	\$26.00
	\$33.50	\$54.00

In order to claim reimbursement for a meal, you must be in a travel status for more than 3 continuous hours within one of the time ranges. To receive the morning meal, you must leave before 7:00AM and to receive the evening meal you must return after 6:01PM.

The lodging rate for Montana and federal lodging rate for out of state lodging is available online through the following location: [Per Diem Rates | GSA](#). Grant funds may not be used to pay for out of state travel without prior approval from MBCC ([Request for Program Related Out-of-State Travel Procedure \(mt.gov\)](#)).

Reimbursement for lodging without a receipt will be \$12.00

8. Consultants maximum rate
The maximum rate for consultants is \$650.00 (excluding travel and subsistence costs) for an eight (8) hour day. An 8-hour day may include preparation, evaluation, and travel time in addition to the time required for actual performance. Prior approval is required by MBCC for a rate exceeding \$650 or \$81.25 per hour.
9. Project Income
The subrecipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purposes under the conditions applicable and must be used to further the objectives of the program or deducted from the total project costs for the purpose of determining the federal share of costs. Further, the use of program income must be shown on the quarterly Financial Status Reports.
10. Quarterly progress and financial reports
Quarterly progress, financial, narrative, and statistical reports, in a format required by MBCC are required for calendar quarters ending September 30, December 31, March 31, and June 30. These reports are to be received by the Montana Board of Crime Control within 15 days following the end of the calendar quarter. The final financial report ONLY is due within 45 days of the project end date. Subrecipients who fail to submit reports by the due date will be subject to the following:

FIRST LATE REPORT: Subrecipient will be notified to cease all expenditures of grant funds until the reports are submitted.
SECOND LATE REPORT: The grant will be cancelled. The project director must appear before the Application Review Committee and petition to get the grant reinstated.

Special Conditions – Violence Against Women Act (VAWA) Program

11. Consultant services

Consultant services provided by consultants employed with profit, nonprofit, and not-for-profit organizations are subject to competitive bidding procedures. Contracted services provided by other types of organizations may also have restrictions. Please check with MBCC staff prior to committing grant funds.

12. Successful progress, subcommittee appearance

Subrecipient may be required to appear before a subcommittee, at the Board's discretion, to explain their progress towards successful implementation of the grant.

13. Reversion of un-obligated funds

Any funds not properly obligated during the grant period shall lapse and revert to the Montana Board of Crime Control.

14. Cancellation of Award

COMMENCEMENT WITHIN 60 DAYS. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to MBCC the steps taken to initiate the project, the reasons for delay, and the expected start date.

OPERATIONAL WITHIN 90 DAYS: If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to MBCC explaining the implementation delay. Upon receipt of the 90-day letter MBCC may cancel the project. MBCC may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subrecipient files and records must so note the extension.

15. Approved Application

Grant funds may be used only for the purposes in the subrecipient's approved application. The subrecipient shall not undertake any work or activities that are not described in the grant application. Responsibility of the Project Responsibility for the day-to-day conduct of the project rests with the subrecipient. This specifically includes operations, data collection, analysis and interpretation.

Responsibility for the general oversight and redirection of the project, if necessary, rests with MBCC. MBCC will review and approve all activities in the requirements under the various stages, as approved in this award.

16. Subrecipients with no procurement policies

Subrecipients that do not have established procurement policies and procedures must use the established State of Montana procurement process. If a subrecipient chooses to use the State procurement policy, it must be documented within the subrecipient's own policies. The procurement guide, forms and templates are located at the following: <https://spb.mt.gov/Procurement-Guide>. Below is the value threshold for the types of purchases or contracts used.

Small Purchases: Less than \$10,000; simple market research. Choose technique that best meets subrecipient needs. Follow prudent purchasing practices (competitive quotes where practical).

Limited Solicitation: Purchases greater than or equal to \$10,000 - \$100,000. Must be awarded to the lowest acceptable quote if cost is the only consideration.

Formal Solicitation: Over \$100,000. Note: All values are based on total contract value.

Example: Subrecipient enters into a 2-year service agreement for \$14,000 a year. This agreement constitutes a total contract value of \$28,000 and would have to go through the limited solicitation process.

17. The recipient agrees to promptly provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements. The recipient understands that it will be subject to additional financial and programmatic in-depth or on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring. The recipient agrees to develop or maintain effective internal controls to manage federal awards (see 2 C.F.R. 200.303) and effective financial management policies and procedures to manage federal awards (see 2 C.F.R. 200.302).

18. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of

Special Conditions – Violence Against Women Act (VAWA) Program

federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify OVW in writing of the potential duplication, and, if so requested by OVW, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

19. Requirements related to System for Award Management and unique entity identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The recipient also must comply with applicable restrictions on subawards (subgrants) to first-tier subrecipients (subgrantees), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier assigned by SAM.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

20. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

21. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (subgrantees), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

22. Determinations of suitability to interact with participating minors

This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Special Conditions – Violence Against Women Act (VAWA) Program

23. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

24. OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>

25. Effect of failure to address audit issues

The recipient understands and agrees that OVW may withhold award funds, or may impose other related requirements, if (as determined by OVW) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards

26. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by OVW during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list

27. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program

28. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient (subgrantee) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

29. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

30. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are

Special Conditions – Violence Against Women Act (VAWA) Program

defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

31. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year
The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

32. Reporting potential fraud, waste, and abuse, and similar misconduct
The recipient and any subrecipients (subgrantees) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

33. Restrictions and certifications regarding non-disclosure agreements and related matters
No recipient or subrecipient (subgrantee) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--
a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or

Special Conditions – Violence Against Women Act (VAWA) Program

restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards (subgrants), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward (subgrant), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

34. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact OVW for guidance.

35. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients (subgrantees) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

36. Availability of general terms and conditions on OVW website

The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

Special Conditions – Violence Against Women Act (VAWA) Program

37. Compliance with statutory and regulatory requirements

The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

38. VAWA 2013 nondiscrimination condition

The recipient acknowledges that 34 U.S.C. 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

39. Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

40. Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless MBCC determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Adjustment Notice (GAN), from MBCC.

41. Non-supplantation

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

42. Confidentiality and information sharing

The recipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

43. Activities that compromise victim safety and recovery or undermine offender accountability

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of

Special Conditions – Violence Against Women Act (VAWA) Program

participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

44. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

45. Termination or suspension

MCCC's Director, upon a finding that there (1) has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the recipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the recipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 28 C.F.R. 200.340.

46. Publication disclaimer

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. 15POVW-23-GG-00585-STOP awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

47. Publications disclaimer for STOP Formula subrecipients

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No. _____ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

48. Copyrighted works

Pursuant to 28 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before:

Special Conditions – Violence Against Women Act (VAWA) Program

- 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

49. Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to MBCC a detailed justification and have such justification approved by MBCC and OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

50. Match requirement

The recipient agrees that the federal share of a grant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application, including administrative costs. The recipient also agrees to the following:

- 1) The costs of projects awarded to victim service providers (non-profit organizations or governmental rape crisis centers not in territories) for the purpose of providing victim services, and the cost of projects for tribes, do not count toward the total cost of the projects in calculating the match.
- 2) Victim service providers receiving STOP subawards will not be required by the recipient to provide matching dollars.

51. Requirements for recipients and subrecipients providing legal assistance

The recipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the recipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The recipient also agrees to ensure that any subrecipient (subgrantee) at any tier will comply with this condition.

52. Indirect costs

The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either (1) the recipient submits to OVW a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OVW in writing of both its eligibility and its election.

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53. Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

54. Compliance with solicitation requirements

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

55. Subrecipient program income

The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the subrecipient to the recipient so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

56. Subrecipient product monitoring

The recipient agrees to monitor subrecipients to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

57. Required SAM reporting

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system. The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings within SAM are posted on the OVW website at: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting in SAM), and are incorporated by reference here.

Special Conditions – Violence Against Women Act (VAWA) Program

58. Ongoing compliance with statutory certifications

The recipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the recipient's funds for noncompliance with any of the requirements of 34 U.S.C. 10449 (regarding rape exam payments), 34 U.S.C. 10449(e) (regarding judicial notification), 34 U.S.C. 10450 (regarding certain fees and costs), 34 U.S.C. 10451 (regarding polygraphing of sexual assault victims), and 34 U.S.C. 10454 (regarding victim-centered prosecution), and 34 U.S.C. 10446(d)(6) (regarding award conditions). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

59. Limitation on use of funds for awareness and public education

The recipient agrees that no more than 5 percent of its award may be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking. Grant funds may be used without limit to support, inform, and provide outreach about available services.

I, as authorized representative of the above grantee agency, hereby signify acceptance of the above special conditions.

Signature

Tim Burton

Title

City Manager

Printed Name

Tim Burton

AmpliFund Award #

25-W02-2101

Date

10-15-24

Form approved: Betty J. [unclear] 10/9/24

City of Helena, Montana

10/16/2024

To: Mayor Collins and Helena City Commission

From: Brett Petty, Chief of Police

Subject: To Accept the Montana Board of Crime Control (Edward Byrnes) Missouri River Drug Task force (MRDTF) Grant for the Helena Police Department.

Present Situation: The Helena Police Department has received this grant for many years. The grant allows the HPD to maintain a drug officer position. The federally funded amount is \$37,481.56 with a local match of \$16,063.56.

Background Information: The Helena Police Department has applied for and received this grant for many years. This grant allows for the HPD to have one dedicated detective assigned to the Missouri River Drug Task Force (MRDTF). This grant is paid at 70% with a 30% match from city funding.

Proposal/Objective: The objective to this grant is to allow for the HPD to have one full-time, dedicated MRDTF Detective.

Advantage: The advantage to receiving this grant allows for the HPD to have one full-time, dedicated MRDTF Detective.

Notable Energy Impact: N/A

Disadvantage: The only disadvantage to this funding is that there is a 30% match to the city.

Quasi-Judicial Item: False

Notice of Public Hearing: False

**Staff Recommendation/
Recommended Motion:** Move to Accept the Montana Board of Crime Control - Department of Justice funding to the Helena Police Department for the MRDTF Detective.

AGREEMENT COVERSHEET

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

Agreement Type: **Misc. / Other**

Department: **Police**

Division: Choose and item

Creator: **Stefani Reinhardt**

Date Created: **9/24/2024**

Contractor / Service Provider: **Montana Board of Crime Control (MBCC)**

Agreement Amount / Value: **\$37,481.56**

Budget Funding Source: **General Fund**

Finance Project Number: Click or tap here to enter text.

Agreement Number: Click or tap here to enter text.

Purpose / Additional Notes: **The Helena Police Department has been awarded an Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$37,481.56, with a local match of \$16,063.56 for a total Budget of \$53,545.12.**

City Attorney Received

Stamp Here

City Manager Received

RECEIVED

OCT 01 2024

CITY MANAGER

City Clerk Received

Stamp Here

Department Approval:

Attorney Review:

Approved in MFVS 10/1/24

Please return digital executed agreement to: Click or tap here to enter text.

FACE SHEET


25-G01-2010		CONTRACT NUMBER:	
SUBRECIPIENT NAME/ADDRESS: Helena Police Department 406 Fuller Ave Helena, MT	TOTAL BUDGET:		
	\$107,090.50		
	MBCC BUDGET:	LOCAL MATCH:	
	\$53,545.12	\$16,063.56	
	MBCC AWARD:	TOTAL CONTRACT AMOUNT:	
	\$37,481.56	\$53,545.12	
SUBRECIPIENT CONTACT INFO: Helena PD	PROGRAM CONTACT INFO: CPT. Nathan Kamerman 677 LAURA LOUISE LANE BOZEMAN, MT 59718 406-582-2110	FISCAL CONTACT INFO: Drew Ellis 677 LAURA LOUISE LANE BOZEMAN, MT 59718 406-582-2069	
CONTRACT START DATE:		CONTRACT END DATE:	
07/01/2024		06/30/2025	
FUNDING AUTHORITY:			
MONTANA BOARD OF CRIME CONTROL - US DEPARTMENT OF JUSTICE - FEDERAL FUNDING			
CFDA NUMBERS(s):		CFDA TITLE(S):	
16.738		EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT	
PURPOSE:			
Provide local and tribal governments with U.S. Department of Justice, Bureau of Justice Assistance funds to interdict gang and drugs through the multi-jurisdictional efforts of law enforcement and prosecution. MBCC Grant Award 23-G01-1345.			
EXHIBITS (specify):			
Exhibits A, B, C, & D MBCC Special Conditions			
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.			
CONTRACTOR		BOARD OF COUNTY COMMISSIONERS	
 Name,		Zach Brown, Commission Chairman	
10-1-24 Date		Date	

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

Definitions: The words and phrases listed below, as used in the Contract, shall have the following definitions:

- "Contract" means this Contract and the Contractor Contract on General Terms and Conditions and any Exhibits and other documents attached or incorporated by reference.
- "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
- "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
- "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- "Principals," which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
- "MCA" means the Montana Code Annotated. All references in this Contract to MCA chapters or sections shall include any successor, amended, or replacement statute.
- "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
- "USCA" means United States Code Annotated. All references to USCA chapters or sections in this Contract shall include any successor, amended, or replacement statute. The USCA may be accessed at <http://www.gpoaccess.gov/uscode/index.html>.

1. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
2. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
3. **Billing Limitations:** Contractor shall maintain a written record of expenses and submit quarterly invoices detailing expenses for reimbursement to: Gallatin County Sheriff's Office, 615 South 16th Avenue, Bozeman, MT 59715. The County shall pay the Contractor within 45 days after receiving an invoice and proper supporting documentation. All billings must be received no later than 7 days after the close of the quarter/contract to be considered for payment.

The decision to approve or deny payment of claims for services submitted after more than 60 days shall rest solely with the County and the County's decision shall be final and not capable of right to appeal.

4. **Circulars "COMPLIANCE MATRIX":** The following Compliance Matrix identifies the OMB Circulars that contain the requirements, which govern expenditure of federal funds. These requirements apply to the primary recipient of federal funds, and then follow the funds to the subrecipients. The federal Circulars, which provide the applicable administrative requirements, cost principles and audit requirements, are identified by subrecipient organization type.

COMPLIANCE MATRIX

Federal Uniform Guidance Title 2 CFR Subpart F			
ENTITY TYPE	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental	2 CFR part 200	2 CFR Part 200	2 CFR Part 200 F

5. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including, but not limited to, non-discrimination laws and regulations.

6. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party or in the case of Personal Information, except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the information
7. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subcontractors becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
8. **Disputes:** A Dispute Board shall determine Disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.
9. **Documentation for Reimbursement Requests:** At the Contractor's first request for reimbursement, the Gallatin County Sheriff's Office will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract.
10. **Entire Contract:** This Contract, including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.
11. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Montana. Any action to enforce this Agreement shall be brought in the District Court of the Eighteenth Judicial District, Gallatin County, Montana.

12. Independent Status: For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

- a. The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Gallatin County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

13. Inspection: Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

14. Insurance: The CONTRACTOR certifies that it shall carry comprehensive general liability insurance in the amount no less than \$1,500,000.00 for each occurrence; Automobile Liability in the amount of \$1,500,000.00 combined single limit; Professional Liability or Errors and Omissions coverage in the amount of \$1,500,000.00. All insurance policies shall be primary and noncontributory and shall name Gallatin COUNTY as additional insured. Such certificate shall require no less than 15 days notice of cancellation to COUNTY. CONTRACTOR shall put COUNTY on immediate notice of any changes or cancellation in coverage. CONTRACTOR shall require all consultants, and subcontractors to meet the same insurance coverage. During the term of the contract, the Contractor shall maintain in force, at its expense, insurance as noted below. There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to the participating agencies.

- 15. Condition Precedent Delivery of Documents: Certificate of Insurance/Workers Compensation/Independent Contractor Status:** As a condition precedent to this agreement binding the parties, on or before execution of this agreement CONTRACTOR shall deliver to the COUNTY original or certified copies of the Certificate of Insurance, Certificate of Workers Compensation Coverage, Independent Contractors License, and any other documents required. CONTRACTOR shall cooperate in good faith and shall deliver, upon request, such other and further documents as may be reasonably required to determine CONTRACTOR's strict compliance with the required insurance, Workers Compensation coverage and independent CONTRACTOR status and the terms and conditions of this agreement.
- 16. Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:
- a. Document performance of all acts required by law, regulation, or this Contract;
 - b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
 - c. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
- 17. Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap pursuant to the Americans with Disabilities Act (42 USC 12101 et seq.) In the event the Contractor violates this provision, the County may terminate this Contract immediately and bar the Contractor from performing any services for the County in the future.
- 18. Order of Precedence:** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- a. Applicable Federal and State of Montana statutes and regulations; Special Terms and Conditions of this Contract; This Contract.
- 19. Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Montana. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Montana. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to

perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

- 20. Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
- 21. Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.
- 22. Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Board of County Commissioners for Gallatin County or their assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subcontractor of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subcontractor be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.
- 23. Subrecipients:**
 - a. **General:** If the Contractor is a subrecipient of federal awards as defined by the Code of Federal Regulations, 2 CFR Part 200, and this Contract, the Contractor shall:
 - i. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-

- through entity;
- ii. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - iii. Prepare appropriate financial statements, including a Schedule of Expenditures of Federal Awards;
 - iv. Incorporate 2 CFR Part 200 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - v. Comply with any future amendments to 2 CFR Part 200 and any successor or replacement Circular or regulation;
 - vi. Comply with the applicable requirements of applicable Circulars defined under Circulars "Compliance Matrix" found in item 5 of the General Terms and Conditions and any future amendments to them, and any successor or replacement Circulars or regulations; and
 - vii. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5673(b)); Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; The Department of Justice Nondiscrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and Part 39; Executive Order 13279 (equal protection of the law for faith-based and community organizations; and 28 C.F.R. Part 37 ((U.S. Department of Justice Regulations — Equal Treatment for Faith Based Organizations). (See www.oig.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations.)
 1. Single Audit Act Compliance: If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - a. Submit to the County contact person, listed on the first page of this Contract, the data collection form and reporting package specified in 2 CFR Part 200, reports required by

the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

- i. Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, and prepare a "Summary Schedule of Prior Audit Findings."

- 24. Overpayments:** If it is determined by the County, or during the course of the required audit, that the Contractor has been paid unallowable costs under this Contract, the County may require the Contractor to reimburse the County in accordance with appropriate applicable Circulars defined under Circulars "Compliance Matrix" found in item 5 of the General Terms and Conditions.
- 25. Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
- 26. Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
- 27. Termination:** Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on Page 1. If the Contractor fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the immediate termination of this Agreement. If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.
- 28. Title to Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Contract shall remain with the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Contract shall pass to and vest in the County. The Contractor shall take reasonable steps to protect and maintain all the County property in its possession against loss or damage and shall return the County property to the County upon Contract termination or expiration, reasonable wear and tear excepted.
- 29. Treatment of Client Property:** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere

with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age 18 with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

- 30. Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Board of County Commissioners for Gallatin County has the authority to waive any term or condition of this Contract on behalf of the County.
- 31. Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed as follows:

Contractor:
Tim Burton
City Manager
316 N Park Ave.
Helena, MT 59623

County:
Zach Brown, Chairman
County Commissioner
311 West Main Street, Room 306
Bozeman, MT 59715

EXHIBIT "B"

SPECIAL TERMS AND CONDITIONS

1. Acknowledgement of Federal Funding:

The contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following statement:

"This project was supported by Grant No. 23-G01-1345 awarded by the Montana Board of Crime Control (MBCC) through the office of Justice Programs, US Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of Justice."

2. Agreement Management:

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement, The Representative for Gallatin County and their contact information are identified on the Face Sheet of this Agreement. The Representative for the Contractor and their contact information are identified on the Face Sheet of this Agreement.

3. Compensation:

Gallatin County shall pay an amount not to exceed that specified in MBCC Award box of this Agreement's Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Statement of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

4. Billing Procedures And Payment:

- a. Gallatin County will pay the Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the County, not more often than quarterly.
- b. Invoices shall describe and document, to County's satisfaction, a description of the work performed the progress of the project, and fees. The invoice shall include the Agreement reference number specified on the upper-right corner of each page of this Agreement.
- c. Payment shall be considered timely if made by County within forty-five (45) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.
- d. Gallatin County may, in its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to

- satisfactorily comply with any term or condition of this Agreement.
- e. No payment in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by Gallatin County.
 - f. The Contractor shall not bill the County for services performed under this Agreement, and the County shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.
 - g. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization.
 - h. Gallatin County is responsible for the oversight and monitoring of your subgrant award in accordance with all applicable statutes, regulations, and guidelines. As a subrecipient, you are required to direct questions concerning your subgrant or requests for changes to Gallatin County. Do not contact the MBCC or the federal grantor.

5. Insurance:

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect Gallatin County should there be any claims, suits, actions, costs, damages, or expenses arising from any loss or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Montana. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the Gallatin County, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give Gallatin County thirty (30) calendar days advance notice of any insurance cancellation, non-renewal, or modification.

The Contractor shall submit to the County within fifteen (15) calendar days of the Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Agreement, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

- a. The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:
 - i. **Commercial General Liability Insurance Policy:** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1,500,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
 - ii. **Automobile Liability:** In the event that performance pursuant to this Agreement

involves the use of vehicles owned or operated by the Contractor or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,500,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

- iii. **Professional Liability, Errors, and Omissions Insurance:** The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,500,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. Gallatin County, its agents, officers, and employees shall be named as additional insured under this policy.
- b. **Fidelity Insurance:** Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts, or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:
 - i. The amount of fidelity coverage secured pursuant to this Agreement shall be \$100,000 or the highest of planned reimbursement for the Agreement period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name Gallatin County as beneficiary.
 - ii. Subcontractors that receive \$10,000 or more per year in funding through this Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.
 - iii. The Contractor shall provide, at Gallatin County's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that Gallatin County will be provided thirty (30) days advance written notice of cancellation.
- c. **Additional Provisions:** Above insurance policy shall include the following provisions:
 - i. **Additional Insured.** The state of Montana, Gallatin County, its elected and appointed officials, agents, and employees shall be named as an additional insured on all general liability, excess, umbrella, and property insurance policies. All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
 - ii. **Identification.** The policy must reference Gallatin County's Grant Agreement number and the Montana Board of Crime Control Agency name.
 - iii. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Montana and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall

be reviewed and approved by Gallatin County's Risk Manager, or the Risk Manager for the State of Montana, before the Agreement is accepted or work may begin.

- iv. **Excess Coverage.** By requiring insurance herein, Gallatin County does not represent that coverage and limits will be adequate to protect the Contractor and such coverage and limits shall not limit the Contractor's liability under the indemnities and reimbursements granted to the County in this Agreement.

6. Local Government Contractors that Participate in a Self-Insurance Program:

Self-Insured/Liability Pool or Self-Insured Risk Management Program — with prior approval from Gallatin County, the Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from Gallatin County, the Contractor shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: (1) Governmental Accounting Standards Board (GASB), (2) Financial Accounting Standards Board (FASB), and (3) the Montana State Auditor's annual instructions for financial reporting. Contractor's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Montana, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractors shall provide annually to Gallatin County a summary of coverages and a letter of self insurance, evidencing continued coverage under the Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

7. Federal Non-Discrimination Requirements:

The Contractor will comply with any applicable federal non-discrimination requirements, which may include:

- the Omnibus Crime Control Act and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
- the Victims of Crime Act (42 U.S.C. § 10604(e));
- the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
- the Civil Rights Act of 1964 (42 U.S.C. § 2000(d));
- the Rehabilitation Act of 1973 (29 U.S.C. § 794);
- the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34);
- the Education Amendments of 1972 (20 U.S.C. §§ 1681,1683,1685-86);
- the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
- 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Non-discrimination, Equal

- Employment Opportunity, Policies and Procedures);
- Executive Order 13279 (equal protection of the law for faith-based and community organizations); and
- 28 C.F.R. Part 37 (U.S. Department of Justice Regulations — Equal Treatment for Faith-Based Organizations).
- The Contractor shall further comply with Federal law prohibiting grant recipients from retaliating against individuals taking action or participating in action to secure rights protected by federal law.
- The Contractor is required to ensure compliance with this requirement by any Subcontractor receiving funding from a grant supported with U.S. Department of Justice funds.

a. Notification of Findings or Discrimination or Non-Compliance:

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, age, disability, or sex against the Contractor receiving grant funds, the Contractor will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR) and Gallatin County.

The Contractor shall include a statement clearly stating whether or not the finding is related to any grant activity supported with a grant in which U.S. Department of Justice Funds are involved, and identify all open grants utilizing U.S. Department of Justice funding, by Contract number and program title.

b. Equal Employment Opportunity Program (EEOP):

The Contractor will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et seq. If the Contractor is not required to formulate an EEOP, it will submit a certificate form to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and Gallatin County indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but not required to submit the EEOP to the OCR, the applicant will submit a certification to the OCR and Sheriff certifying that it has an EEOP on file which meets the applicable requirements. If the Contractor is awarded a grant of \$500,000 or more, and has 50 or more employees, it will submit a copy of its EEOP to the OCR and Gallatin County. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to Gallatin County. Information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/about/ocrieeopcomply.htm>.

c. Limited English Proficiency:

To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, grant recipients must take reasonable steps to ensure that Persons with Limited English Proficiency have meaningful access to services and legal protections. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Assistance in understanding grant recipient's obligations under the law may be found in the Department of Justice's Guidance to Federal Financial Assistance Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons (LEP Guidance), which can be found at 67 Fed. Reg. 41455 (June 18, 2002). Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

8. Crime Data Reporting:

The agencies named within the inter-agency MOU submitted with the application shall report accurate and timely crime data, including all drug task force crime data in accordance with the Montana Board of Crime Controls' Crime Reporting Policy (S-02)

9. Order of Precedence:

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Montana statutes and regulations
- Exhibit A – General Terms and Conditions
- Exhibit B – Special Terms and Conditions
- Exhibit C – Scope of Work
- Exhibit D – Budget

EXHIBIT "C"
SCOPE OF WORK

The purpose of the Byrne Justice Assistance Grant (JAG) Gang-Drug Task Force Program is to reduce the availability, use, and trafficking of illegal drugs, guns, and the profit of criminal gang and drug organizations by working cooperatively to identify, interdict, dismantle, and prosecute targeted gang and drug-trafficking organizations. JAG Task Forces work across local, state, and federal jurisdictions to dismantle or disrupt mid-to upper-level criminal organizations to make communities safer and healthier by reducing drug availability and organized crime.

The contractor will implement the JAG Gang-Drug Task Force Program as specified in the Gallatin County Missouri River Drug Task Force FY 2023 award for Byrne JAG Gang-Drug Task Force Program funding, and in compliance with the Assurances and Certifications made in conjunction with that award.

EXHIBIT "D"

BUDGET

AGENCY	CONTRACT SERVICES	TOTAL BUDGET	MBCC BUDGET	MBCC MATCH	LOCAL MATCH
	Wages & Benefits	\$ 107,090.50	\$ 53,545.12	\$ 37,481.56	\$ 16,063.56
	Overtime	\$ 0	\$ 0	\$ 0	\$ 0
	Total	\$ 107,090.50	\$ 53,545.12	\$ 37,481.56	\$ 16,063.56

The Justice Assistance Grant funds provided through this grant are from the normal congressional appropriations for the US Department of Justice, and are not from appropriations made under authority of the American Recovery and Reinvestment Act of 2009.

Please submit quarterly bills within the month following service delivery with back-up documentation to:

Gallatin County Sheriff's Office
677 LAURA LOUISE LANE
BOZEMAN, MT 59718
c/o Drew Ellis

* BUDGET LINE ITEM ADJUSTMENTS: The Contractor may request that the budget be adjusted up to 5% of the total annual contract amount between line items of cost based on written request from the contractor and written approval from the County. Adjustments must be within existing line items in the contract for items already deemed necessary to the project.

City of Helena, Montana

10/16/2024

To: Mayor Collins and Helena City Commission

From: Brett Petty, Chief of Police

Subject: To Accept a Donation to Purchase a K9 for the HPD.

Present Situation: The Helena Police Department has received a private donation in the amount of \$15,000 for the purchase of a department K9.

Background Information: The Helena Police Department had a private citizen (who would like to remain anonymous) reach out with a donation check in the amount of \$15,000. The donation has the intent to be used to purchase a K9 for the department.

Proposal/Objective: The objective to this funding would allow for the department to purchase a dual-purpose (bomb/patrol) bite dog for the department.

Advantage: The advantage to receiving this donation will allow the department to purchase another K9.

Notable Energy Impact: N/A

Disadvantage: There are no disadvantages to accepting this donation.

Quasi-Judicial Item: False

Notice of Public Hearing: False

**Staff Recommendation/
Recommended Motion:** Move to Accept the of a private donation given to the Helena Police Department in the amount of \$15,000 for the purpose of purchasing a K9.



City of Helena Proclamation



- WHEREAS,** *Lung cancer is the leading cause of cancer death among men and women in the United States and Montana, accounting for more deaths than colon cancer, breast cancer, and prostate cancer combined; and*
- WHEREAS,** *according to the Centers for Disease Control, there were 162 new lung cancer cases per 100,000 people between 2017 and 2021 and 109 deaths per 100,000 people due to lung cancer between 2018 and 2022 in Montana; and*
- WHEREAS,** *the 5-year survival rate for localized lung cancer is ~60%, yet only ~24% of lung cancers are diagnosed at this stage; and*
- WHEREAS,** *screening for lung cancer for high-risk individuals using low-dose computed tomography can lead to the earlier detection of lung cancer and save lives, reducing the mortality by 20% when compared to screening by chest x-ray in the National Lung Screening Trial (3) and reducing the risk of death at 10 years by 24% in men and 33% in women as demonstrated by another large randomized trial; and*
- WHEREAS,** *funding for lung cancer research trails far behind funding for research of many other cancers, and additional research is needed in early diagnosis, screening, and treatment for lung cancer as well as in lung cancer affecting women and lung cancer health disparities; and*
- WHEREAS,** *lung cancer incidence is decreasing twice as fast in men as it is in women, each year more women die from lung cancer than breast cancer and by 2035, more women will die from lung cancer than men; and*
- WHEREAS,** *African Americans have the highest lung cancer incidence and mortality of all races, and disparities in lung cancer screening, diagnosis, treatment, and mortality are well characterized among African Americans and other racial minorities; and*
- WHEREAS,** *lung cancer in individuals who never smoked is the 7th leading cause of cancer-related death and accounts for 17,000-26,000 deaths in the US every year (7), 60-70% of individuals diagnosed with lung cancer who never smoked are women (9,10), and the proportion of lung cancers diagnosed in people who never smoked is increasing in the US; (10,11). Whereas radon is the leading cause of lung cancer among individuals who never smoked and the second leading cause of lung cancer overall; and*
- WHEREAS,** *the stigma surrounding lung cancer creates barriers to early diagnosis, treatment, and funding for research, has a detrimental impact on the quality of life of people diagnosed with lung cancer, and hinders awareness of and research into lung cancer risk factors other than smoking; and*
- WHEREAS,** *lung cancer research is leading to breakthroughs in the identification of genetic alterations associated with lung cancer and in the development of lung cancer treatments, including immunotherapies and targeted therapies; and*
- WHEREAS,** *organizations working in Montana, such as the American Lung Cancer Screening Initiative and Women’s Lung Cancer Forum, are committed to educating about lung cancer and lung cancer screening and working to increase lung cancer screening rates in Montana.*

NOW, THEREFORE, *be it resolved that I, Wilmot Collins, Mayor of Helena, Montana, do hereby proclaim November, 2024, as*

“Lung Cancer Awareness Month”

throughout this city, and recognize the need for research in lung cancer affecting women and lung cancer health disparities, and encourage all citizens to learn about lung cancer and early detection through lung cancer screening.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Helena, Montana, to be affixed this 4th day of November, 2024.

Wilmot Collins, Mayor

ATTEST:

Dannai Clayborn, Clerk of the Commission



City of Helena

Proclamation

WHEREAS, *Alzheimer’s disease is the seventh-leading cause of death, affecting more than 21,000 Montanans among 7 million Americans and more than 55 million people around the world; and*

WHEREAS, *Alzheimer’s disease is a progressive neurodegenerative brain disorder that tragically robs individuals of their memories and leads to advancing mental and physical impairments, for which there is currently no prevention or cure; and*

WHEREAS, *this disease preys heavily on specific segments of our community, with Black Americans twice as likely as whites to develop the disease, Hispanics and Native Americans 50% more likely than whites, and women account for two-thirds of all people living with Alzheimer’s; and*

WHEREAS, *lack of awareness of Alzheimer’s disease has resulted in only half of those affected ever being diagnosed, effectively denying countless people access to the Alzheimer’s Association’s free resources; and*

WHEREAS, *the impact of Alzheimer’s extends to loved ones of those with the disease, including 17,000 Montana family members and friends who provided an estimated 25 million hours of unpaid care in 2023 at a value of over \$478 million; and*

WHEREAS, *the cost to our country in total payments for healthcare, long-term care, and hospice for people with Alzheimer’s disease is projected at \$360 billion in 2024; and*

WHEREAS, *the City of Helena recognizes the efforts of the Alzheimer’s Association to raise funds to find a cure and promote awareness to fight Alzheimer’s disease and related disorders, thereby improving the quality of human life for those living with the disease and their care partners and bringing us closer to finding a cure.*

NOW, THEREFORE, *be it resolved that I, Wilmot Collins, Mayor of Helena, Montana, do hereby proclaim November 4th, 2024, as*

“National Alzheimer’s Disease Awareness Month & National Caregiver Month”

throughout this city, and I urge all the people of Helena to recognize the impacts of Alzheimer’s Disease on individuals, families, caregivers, and our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Helena, Montana, to be affixed this 4th day of November, 2024.

Wilmot Collins, Mayor

ATTEST:

Dannai Clayborn, Clerk of the Commission

November 4, 2024

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

I am recommending the following board appointments:

- | | |
|---|---|
| Helena Business Improvement District | Appointment of Christopher Cordingly to a first term on the Helena Business Improvement District. First Term expires October 31, 2027. |
| Golf Advisory Board | Reappointment of Chris Smith to a second term on the Golf Advisory Board. Second Term expires October 31, 2027. |
| Metropolitan Planning Organization Transportation Technical Advisory Committee | Appointment of Richard Sloan to a first full term on the Metropolitan Planning Organization Transportation Technical Advisory Committee as a Non-Motorized Advocate at Large. |
| Helena Tourism Business Improvement District | Appointment of Elise Whittle to a first term on the Helena Tourism Business Improvement District. First Term expires June 20, 2028. |
| Zoning Commission | Appointment of Mark Roylance to a first term on the Zoning Commission. First Term expires September 20, 2027. |

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



Commission Meeting November 4, 2024

helenamt.gov

Motion: Move to approve claims paid from 10/1/24 through 10/25/24, checks numbered 202158 –202534 and ACH's numbered 461 - 474 for a grand total of \$2,668,606.87.

Action to be Considered by the Commission

Approval of Claims:

- Claims paid on 10/1/24 and 10/3/24, checks numbered 202158 – 202227 and ACHs numbered 461 - 462 for \$320,312.75;
- Claims paid on 10/8/24 and 10/10/24, checks numbered 202228 – 202337 and ACH's numbered 463 - 466 for \$1,119,360.18;
- Claims paid on 10/16/24 and 10/17/24, checks numbered 202338 – 202451 and ACH numbered 467 - 472 for \$664,294.13;
- Claims paid on 10/22/24 and 10/24/24, checks numbered 202452 – 202534 and ACH's numbered 473 – 474 for \$564,639.81;

For a grand total of claims paid of \$2,668,606.87.

Respectfully submitted,
Sheila Danielson
Finance Director

Attachment Documents

10/4/24 Claims Memo
10/11/24 Claims Memo
10/18/24 Claims Memo
10/25/24 Claims Memo



Finance Dept.
316 North Park Avenue
Helena, MT 59623

: Phone: 406-447-8417
: Fax: 406-447-8434
: Email: jrensmon@helenamt.gov

helenamt.gov

October 23, 2024

To: Tim Burton, City Manager

From: Jamie Rensmon, Accounting Tech III-Accounts Payable

Subject: Claims Paid

The check registers for 10/1/24 and 10/3/24 have been approved for claims in the amount of \$320,312.75. Checks numbered 202158 – 202227 and ACH's numbered 461 - 462 have been issued for payment.

A list of all claims paid and supporting detail are available in the City Finance Department, Room 320, for anyone who wishes to review them.

10/08/2024 12:15 | City of Helena
 3769jrensmon | A/P CASH DISBURSEMENTS JOURNAL

| P 1
 | apcshdsb

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
463	10/08/2024	EFT	1842 EAGLE BEVERAGE - HELENA	10/08/2024		100824jr	712.22
			EAGLE BEVERAGE - HELENA	10/08/2024		100824jr	-100.70
					CHECK	463 TOTAL:	611.52
202228	10/08/2024	PRTD	1424 GUSTO DISTRIBUTING	09/30/2024		100824jr	1,355.93
					CHECK	202228 TOTAL:	1,355.93
202229	10/08/2024	PRTD	2360 US FOODS, INC.	10/08/2024		100824jr	43.32
			US FOODS, INC.	10/08/2024		100824jr	51.40
			US FOODS, INC.	10/08/2024		100824jr	73.45
			US FOODS, INC.	10/08/2024		100824jr	47.75
			US FOODS, INC.	10/08/2024		100824jr	866.09
			US FOODS, INC.	10/08/2024		100824jr	1,241.45
			US FOODS, INC.	10/08/2024		100824jr	1,366.75
			US FOODS, INC.	10/08/2024		100824jr	1,249.15
			US FOODS, INC.	10/08/2024		100824jr	-40.58
			US FOODS, INC.	10/08/2024		100824jr	-22.76
					CHECK	202229 TOTAL:	4,876.02
NUMBER OF CHECKS				3	*** CASH ACCOUNT TOTAL ***		6,843.47

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	6,231.95
TOTAL EFT'S	1	611.52

*** GRAND TOTAL *** 6,843.47

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
461	10/03/2024	EFT	1155 VERMEER MOUNTAIN WEST	09/26/2024		100324jr	11.94
			VERMEER MOUNTAIN WEST	09/26/2024		100324jr	796.13
				CHECK		461 TOTAL:	808.07
462	10/03/2024	EFT	1157 WEX BANK	09/03/2024	658	100324jr	51,373.18
				CHECK		462 TOTAL:	51,373.18
202161	10/03/2024	PRTD	1562 360 BUSINESS SOLUTIONS	09/25/2024		100324jr	208.19
			360 BUSINESS SOLUTIONS	09/26/2024		100324jr	116.66
			360 BUSINESS SOLUTIONS	09/26/2024		100324jr	216.31
			360 BUSINESS SOLUTIONS	09/26/2024		100324jr	27.88
			360 BUSINESS SOLUTIONS	09/27/2024	870	100324jr	80.89
			360 BUSINESS SOLUTIONS	09/27/2024	869	100324jr	18.53
			360 BUSINESS SOLUTIONS	09/27/2024	868	100324jr	90.24
			360 BUSINESS SOLUTIONS	09/30/2024		100324jr	157.18
				CHECK		202161 TOTAL:	915.88
202162	10/03/2024	PRTD	1003 A-1 RENTALS INC.	09/30/2024		100324jr	50.00
				CHECK		202162 TOTAL:	50.00
202163	10/03/2024	PRTD	1067 ACTION PRINT	09/26/2024		100324jr	28.00
				CHECK		202163 TOTAL:	28.00
202164	10/03/2024	PRTD	1061 AL ROSE TOWING	09/24/2024		100324jr	165.00
				CHECK		202164 TOTAL:	165.00
202165	10/03/2024	PRTD	2060 ALL AROUND CONSTRUCTION	09/30/2024		100324jr	3,400.00
			ALL AROUND CONSTRUCTION	09/30/2024		100324jr	11,964.00

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
						CHECK 202165 TOTAL:	15,364.00
202166	10/03/2024	PRTD	2610 ALPHAGRAPHICS HELENA	10/01/2024		100324jr	223.89
						CHECK 202166 TOTAL:	223.89
202167	10/03/2024	PRTD	1174 ALSCO	09/26/2024		100324jr	32.08
						CHECK 202167 TOTAL:	32.08
202168	10/03/2024	PRTD	1434 APCO, AFC, INC.	09/24/2024		100324jr	35.00
						CHECK 202168 TOTAL:	35.00
202169	10/03/2024	PRTD	1552 BADGER MATERIALS INC	09/27/2024		100324jr	752.00
						CHECK 202169 TOTAL:	752.00
202170	10/03/2024	PRTD	1022 CAPITAL COMMUNICATIONS	09/24/2024		100324jr	450.00
						CHECK 202170 TOTAL:	450.00
202171	10/03/2024	PRTD	1465 CLEAR CHOICE AUTO GLASS, INC.	09/30/2024		100324jr	576.37
						CHECK 202171 TOTAL:	576.37
202172	10/03/2024	PRTD	2624 COLUMN SOFTWARE	09/20/2024		100324jr	336.00
						CHECK 202172 TOTAL:	336.00
202173	10/03/2024	PRTD	1724 CURB MASTERS MAINTENANCE	09/26/2024		100324jr	600.00
			CURB MASTERS MAINTENANCE	09/26/2024		100324jr	600.00
						CHECK 202173 TOTAL:	1,200.00
202174	10/03/2024	PRTD	2497 EPIC ELECTRIC, LLC	09/25/2024		100324jr	31,241.00
						CHECK 202174 TOTAL:	31,241.00

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202175	10/03/2024	PRTD	1692 FASTSIGNS OF HELENA	09/20/2024		100324jr	153.80
					CHECK	202175 TOTAL:	153.80
202176	10/03/2024	PRTD	1549 FENCECRAFTERS HELENA INC	06/30/2024		100324jr	17,000.00
			FENCECRAFTERS HELENA INC	09/26/2024		100324jr	17,000.00
					CHECK	202176 TOTAL:	34,000.00
202177	10/03/2024	PRTD	1164 FIRE FIGHTERS LOCAL 448	09/30/2024		100324jr	3,465.00
					CHECK	202177 TOTAL:	3,465.00
202178	10/03/2024	PRTD	1898 FISHER'S TECHNOLOGY	09/27/2024	474	100324jr	381.35
			FISHER'S TECHNOLOGY	10/01/2024	481	100324jr	185.37
					CHECK	202178 TOTAL:	566.72
202179	10/03/2024	PRTD	1079 GEORGE'S DISTRIBUTING	10/02/2024		100324jr	666.29
					CHECK	202179 TOTAL:	666.29
202180	10/03/2024	PRTD	2492 GRIFFIS, MIRANDA	09/25/2024		100324jr	104.95
					CHECK	202180 TOTAL:	104.95
202181	10/03/2024	PRTD	1424 GUSTO DISTRIBUTING	10/02/2024		100324jr	898.92
					CHECK	202181 TOTAL:	898.92
202182	10/03/2024	PRTD	1541 HALL, AMY	09/26/2024		100324jr	207.92
					CHECK	202182 TOTAL:	207.92
202183	10/03/2024	PRTD	1339 HARRINGTON BOTTLING COMPANY	09/26/2024		100324jr	131.47
					CHECK	202183 TOTAL:	131.47

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202184	10/03/2024	PRTD	1512 HELENA POLICE PROTECTIVE ASSOCIATIO	09/30/2024		100324jr	410.00
					CHECK	202184 TOTAL:	410.00
202185	10/03/2024	PRTD	1512 HELENA POLICE PROTECTIVE ASSOCIATIO	09/30/2024		100324jr	1,210.00
					CHECK	202185 TOTAL:	1,210.00
202186	10/03/2024	PRTD	1058 HELENA SAND AND GRAVEL	09/30/2024	598	100324jr	685.92
			HELENA SAND AND GRAVEL	09/30/2024	598	100324jr	765.95
			HELENA SAND AND GRAVEL	10/01/2024	598	100324jr	9,445.80
			HELENA SAND AND GRAVEL	10/01/2024	598	100324jr	292.63
			HELENA SAND AND GRAVEL	10/01/2024	598	100324jr	3,047.58
			HELENA SAND AND GRAVEL	10/01/2024	598	100324jr	737.52
					CHECK	202186 TOTAL:	14,975.40
202187	10/03/2024	PRTD	2077 HELENA SMALL ENGINE REPAIR	09/26/2024		100324jr	42.00
					CHECK	202187 TOTAL:	42.00
202188	10/03/2024	PRTD	1371 HOME DEPOT CREDIT SERVICES	08/28/2024		100324jr	19.92
			HOME DEPOT CREDIT SERVICES	09/26/2024		100324jr	45.03
			HOME DEPOT CREDIT SERVICES	09/26/2024		100324jr	31.06
					CHECK	202188 TOTAL:	96.01
202189	10/03/2024	PRTD	1328 JACKSON, MURDO & GRANT, P.C.	09/27/2024	873	100324jr	6,411.00
					CHECK	202189 TOTAL:	6,411.00
202190	10/03/2024	PRTD	1408 JC GOLF ACCESSORIES	09/26/2024		100324jr	664.51
					CHECK	202190 TOTAL:	664.51

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202191	10/03/2024	PRTD	1915 KENETREK BOOTS	09/24/2024		100324jr	211.19
			KENETREK BOOTS	09/24/2024		100324jr	184.11
				CHECK		202191 TOTAL:	395.30
202192	10/03/2024	PRTD	1640 KOLAR TIRE & AUTO	09/24/2024		100324jr	165.00
			KOLAR TIRE & AUTO	09/25/2024		100324jr	45.00
			KOLAR TIRE & AUTO	09/25/2024		100324jr	232.50
				CHECK		202192 TOTAL:	442.50
202193	10/03/2024	PRTD	1230 LEHRKIND'S COCA-COLA	09/26/2024		100324jr	24.25
			LEHRKIND'S COCA-COLA	09/26/2024		100324jr	12.00
				CHECK		202193 TOTAL:	36.25
202194	10/03/2024	PRTD	1230 LEHRKIND'S COCA-COLA	10/02/2024		100324jr	417.08
				CHECK		202194 TOTAL:	417.08
202195	10/03/2024	PRTD	1318 LES SCHWAB	09/25/2024		100324jr	64.99
			LES SCHWAB	09/17/2024		100324jr	134.99
				CHECK		202195 TOTAL:	199.98
202196	10/03/2024	PRTD	1002 LEWIS & CLARK COUNTY CLERK & RECORD	09/27/2024	871	100324jr	16.00
				CHECK		202196 TOTAL:	16.00
202197	10/03/2024	PRTD	1002 LEWIS & CLARK COUNTY CLERK & RECORD	09/27/2024	872	100324jr	16.00
				CHECK		202197 TOTAL:	16.00
202198	10/03/2024	PRTD	2138 LITTLE JOHN'S PORTABLES AND SEPTIC	09/30/2024		100324jr	780.00
				CHECK		202198 TOTAL:	780.00

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202199	10/03/2024	PRTD	1083 MIDLAND IMPLEMENT CO INC	09/30/2024		100324jr	444.99
			MIDLAND IMPLEMENT CO INC	09/30/2024		100324jr	147.42
			MIDLAND IMPLEMENT CO INC	09/30/2024		100324jr	397.83
				CHECK	202199	TOTAL:	990.24
202200	10/03/2024	PRTD	1673 MONTANA PUBLIC EMPLOYEES ASSOCIATIO	09/30/2024		100324jr	408.06
				CHECK	202200	TOTAL:	408.06
202201	10/03/2024	PRTD	1166 MT POLICE PROTECTIVE ASSOCIATION	09/30/2024		100324jr	3,015.63
				CHECK	202201	TOTAL:	3,015.63
202202	10/03/2024	PRTD	1163 MT STATE FIREMANS ASSOCIATION	09/30/2024		100324jr	3,069.22
				CHECK	202202	TOTAL:	3,069.22
202203	10/03/2024	PRTD	1118 MURDOCH'S RANCH AND HOME SUPPLY	08/14/2024		100324jr	189.99
			MURDOCH'S RANCH AND HOME SUPPLY	09/20/2024		100324jr	89.99
			MURDOCH'S RANCH AND HOME SUPPLY	09/20/2024		100324jr	32.99
			MURDOCH'S RANCH AND HOME SUPPLY	09/20/2024		100324jr	104.97
				CHECK	202203	TOTAL:	417.94
202204	10/03/2024	PRTD	2572 MVCIA	09/24/2024		100324jr	675.00
				CHECK	202204	TOTAL:	675.00
202205	10/03/2024	PRTD	999110 Mohrmann, Sarah	09/27/2024		100324jr	15,000.00
				CHECK	202205	TOTAL:	15,000.00
202206	10/03/2024	PRTD	999110 Peterson, Jessica	09/27/2024		100324jr	3,435.00
				CHECK	202206	TOTAL:	3,435.00

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE	PO	CHECK RUN	NET
09/26/2024		100324jr	11.19
	CHECK	202207 TOTAL:	11.19
09/24/2024		100324jr	37.50
	CHECK	202208 TOTAL:	37.50
09/26/2024		100324jr	105.00
	CHECK	202209 TOTAL:	105.00
09/26/2024		100324jr	170.53
	CHECK	202210 TOTAL:	170.53
09/24/2024		100324jr	229.98
	CHECK	202211 TOTAL:	229.98
09/25/2024		100324jr	47.36
09/26/2024		100324jr	6.99
09/19/2024		100324jr	12.90
09/19/2024		100324jr	17.98
09/20/2024		100324jr	-8.99
09/20/2024		100324jr	37.95
09/23/2024		100324jr	7.14
	CHECK	202212 TOTAL:	121.33
09/24/2024		100324jr	-47.90
09/30/2024		100324jr	47.90
09/30/2024		100324jr	100.80
	CHECK	202213 TOTAL:	100.80

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202214	10/03/2024	PRTD	1573 SIGNS NOW HELENA	09/13/2024		100324jr	160.00
				CHECK		202214 TOTAL:	160.00
202215	10/03/2024	PRTD	1897 SLATE ARCHITECTURE, INC.	09/30/2024		100324jr	1,860.00
				CHECK		202215 TOTAL:	1,860.00
202216	10/03/2024	PRTD	1001 DEPARTMENT OF LABOR & INDUSTRY	09/11/2024		100324jr	340.00
			DEPARTMENT OF LABOR & INDUSTRY	09/11/2024		100324jr	390.00
			DEPARTMENT OF LABOR & INDUSTRY	09/11/2024		100324jr	290.00
			DEPARTMENT OF LABOR & INDUSTRY	09/11/2024		100324jr	290.00
				CHECK		202216 TOTAL:	1,310.00
202217	10/03/2024	PRTD	1001 DEPARTMENT OF REVENUE	09/26/2024		100324jr	757.55
				CHECK		202217 TOTAL:	757.55
202218	10/03/2024	PRTD	2396 TAMI CARLSON	09/24/2024		100324jr	187.00
				CHECK		202218 TOTAL:	187.00
202219	10/03/2024	PRTD	1145 THATCHER COMPANY INC.	10/03/2024	859	100324jr	18,165.04
				CHECK		202219 TOTAL:	18,165.04
202220	10/03/2024	PRTD	2241 THE TO DO LIST	09/24/2024		100324jr	565.00
				CHECK		202220 TOTAL:	565.00
202221	10/03/2024	PRTD	1272 TRACTOR & EQUIPMENT	09/26/2024	866	100324jr	6,549.55
				CHECK		202221 TOTAL:	6,549.55
202222	10/03/2024	PRTD	1046 TRI-COUNTY MECHANICAL & ELECTRICAL,	09/25/2024		100324jr	74,997.35
				CHECK		202222 TOTAL:	74,997.35

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202223	10/03/2024	PRTD	2360 US FOODS, INC.	09/26/2024		100324jr	799.61
			US FOODS, INC.	09/26/2024		100324jr	47.77
			US FOODS, INC.	09/26/2024		100324jr	886.61
			US FOODS, INC.	09/26/2024		100324jr	51.40
				CHECK		202223 TOTAL:	1,785.39
202224	10/03/2024	PRTD	1013 VAN'S THRIFTWAY	09/26/2024		100324jr	14.94
				CHECK		202224 TOTAL:	14.94
202225	10/03/2024	PRTD	1579 VERIZON WIRELESS	10/01/2024		100324jr	2,420.51
				CHECK		202225 TOTAL:	2,420.51
202226	10/03/2024	PRTD	2733 WALKER CONSULTANTS	09/30/2024		100324jr	11,400.00
				CHECK		202226 TOTAL:	11,400.00
202227	10/03/2024	PRTD	1394 WILLIAMS, CARMEN	09/17/2024		100324jr	515.00
				CHECK		202227 TOTAL:	515.00
NUMBER OF CHECKS				69	*** CASH ACCOUNT TOTAL ***		318,332.32
					COUNT	AMOUNT	
TOTAL PRINTED CHECKS					67	266,151.07	
TOTAL EFT'S					2	52,181.25	
						*** GRAND TOTAL ***	318,332.32



Finance Dept.
316 North Park Avenue
Helena, MT 59623

: Phone: 406-447-8417
: Fax: 406-447-8434
: Email: jrensmon@helenamt.gov

helenamt.gov

October 23, 2024

To: Tim Burton, City Manager

From: Jamie Rensmon, Accounting Tech III-Accounts Payable

Subject: Claims Paid

The check registers for 10/8/24 and 10/10/24 have been approved for claims in the amount of \$1,119,360.18. Checks numbered 202228 - 202337 and ACH's numbered 463 - 466 have been issued for payment.

A list of all claims paid and supporting detail are available in the City Finance Department, Room 320, for anyone who wishes to review them.

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CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
463	10/08/2024	EFT	1842 EAGLE BEVERAGE - HELENA	10/08/2024		100824jr	712.22
			EAGLE BEVERAGE - HELENA	10/08/2024		100824jr	-100.70
				CHECK	463	TOTAL:	611.52
202228	10/08/2024	PRTD	1424 GUSTO DISTRIBUTING	09/30/2024		100824jr	1,355.93
				CHECK	202228	TOTAL:	1,355.93
202229	10/08/2024	PRTD	2360 US FOODS, INC.	10/08/2024		100824jr	43.32
			US FOODS, INC.	10/08/2024		100824jr	51.40
			US FOODS, INC.	10/08/2024		100824jr	73.45
			US FOODS, INC.	10/08/2024		100824jr	47.75
			US FOODS, INC.	10/08/2024		100824jr	866.09
			US FOODS, INC.	10/08/2024		100824jr	1,241.45
			US FOODS, INC.	10/08/2024		100824jr	1,366.75
			US FOODS, INC.	10/08/2024		100824jr	1,249.15
			US FOODS, INC.	10/08/2024		100824jr	-40.58
			US FOODS, INC.	10/08/2024		100824jr	-22.76
				CHECK	202229	TOTAL:	4,876.02
NUMBER OF CHECKS				3	*** CASH ACCOUNT TOTAL ***		6,843.47

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	6,231.95
TOTAL EFT'S	1	611.52

*** GRAND TOTAL *** 6,843.47

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 | apcshdsb

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
464	10/11/2024	EFT	1294 GAMETIME	10/03/2024		101024jr	1,140.99
					CHECK	464 TOTAL:	1,140.99
465	10/11/2024	EFT	2456 TYLER TECHNOLOGIES, INC.	10/07/2024	886	101024jr	2,347.20
			TYLER TECHNOLOGIES, INC.	10/07/2024	886	101024jr	2,934.00
			TYLER TECHNOLOGIES, INC.	10/08/2024	888	101024jr	16,740.00
					CHECK	465 TOTAL:	22,021.20
466	10/11/2024	EFT	1157 WEX BANK	10/03/2024		101024jr	45,015.96
					CHECK	466 TOTAL:	45,015.96
202230	10/11/2024	PRTD	1045 2M COMPANY, INC.	10/03/2024		101024jr	1,065.16
			2M COMPANY, INC.	10/03/2024		101024jr	196.12
					CHECK	202230 TOTAL:	1,261.28
202231	10/11/2024	PRTD	1562 360 BUSINESS SOLUTIONS	09/27/2024		101024jr	9.00
			360 BUSINESS SOLUTIONS	09/30/2024		101024jr	97.74
			360 BUSINESS SOLUTIONS	10/01/2024		101024jr	68.54
			360 BUSINESS SOLUTIONS	10/02/2024		101024jr	84.35
			360 BUSINESS SOLUTIONS	10/02/2024		101024jr	20.66
			360 BUSINESS SOLUTIONS	10/02/2024		101024jr	17.99
			360 BUSINESS SOLUTIONS	10/03/2024		101024jr	390.16
			360 BUSINESS SOLUTIONS	10/03/2024		101024jr	77.32
			360 BUSINESS SOLUTIONS	10/03/2024		101024jr	75.97
			360 BUSINESS SOLUTIONS	09/26/2024		101024jr	1,922.44
			360 BUSINESS SOLUTIONS	09/27/2024		101024jr	760.89
			360 BUSINESS SOLUTIONS	09/30/2024		101024jr	179.74

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE	PO	CHECK RUN	NET
	CHECK	202231 TOTAL:	3,704.80
202232 10/11/2024	PRTD	1953 406 RECYCLING LLC	10/04/2024 101024jr 100.00
	CHECK	202232 TOTAL:	100.00
202233 10/11/2024	PRTD	2694 AAA SEWER AND DRAIN	09/29/2024 101024jr 650.00
		AAA SEWER AND DRAIN	09/29/2024 101024jr 400.00
		AAA SEWER AND DRAIN	10/03/2024 101024jr 400.00
	CHECK	202233 TOTAL:	1,450.00
202234 10/11/2024	PRTD	1067 ACTION PRINT	09/19/2024 101024jr 340.00
	CHECK	202234 TOTAL:	340.00
202235 10/11/2024	PRTD	1956 ADVANCED PUMP & EQUIPMENT	10/08/2024 852 101024jr 67,809.00
		ADVANCED PUMP & EQUIPMENT	10/08/2024 852 101024jr 13,495.80
	CHECK	202235 TOTAL:	81,304.80
202236 10/11/2024	PRTD	1061 AL ROSE TOWING	10/03/2024 101024jr 165.00
	CHECK	202236 TOTAL:	165.00
202237 10/11/2024	PRTD	1174 ALSCO	09/30/2024 101024jr 42.26
		ALSCO	10/03/2024 101024jr 32.08
		ALSCO	09/27/2024 101024jr 52.95
	CHECK	202237 TOTAL:	127.29
202238 10/11/2024	PRTD	2574 AMAZON CAPITAL SERVICES	10/02/2024 101024jr 79.98
		AMAZON CAPITAL SERVICES	10/04/2024 101024jr 919.75
	CHECK	202238 TOTAL:	999.73

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202239	10/11/2024	PRTD	1074 AUTO TRIM DESIGN OF MONTANA	10/03/2024		101024jr	360.00
					CHECK	202239 TOTAL:	360.00
202240	10/11/2024	PRTD	2646 BNSF RAILWAY COMPANY	10/02/2024		101024jr	100.00
					CHECK	202240 TOTAL:	100.00
202241	10/11/2024	PRTD	2463 BUD'S FIRE EXTINGUISHER SERVICE	10/02/2024		101024jr	13.25
			BUD'S FIRE EXTINGUISHER SERVICE	10/02/2024		101024jr	40.00
			BUD'S FIRE EXTINGUISHER SERVICE	10/02/2024		101024jr	107.25
					CHECK	202241 TOTAL:	160.50
202242	10/11/2024	PRTD	1007 BURDICKS LOCKSMITH	09/26/2024		101024jr	37.00
					CHECK	202242 TOTAL:	37.00
202243	10/11/2024	PRTD	2192 BUTTE BROADCASTING INCORPORATE	10/04/2024		101024jr	200.00
					CHECK	202243 TOTAL:	200.00
202244	10/11/2024	PRTD	1625 CAPITAL TRAILER & EQUIPMENT	10/03/2024		101024jr	350.00
					CHECK	202244 TOTAL:	350.00
202245	10/11/2024	PRTD	1782 CELLEBRITE, INC.	09/24/2024	881	101024jr	7,190.00
					CHECK	202245 TOTAL:	7,190.00
202246	10/11/2024	PRTD	2089 CENTRALSQUARE TECHNOLOGIES, LLC	09/24/2024	880	101024jr	2,880.00
					CHECK	202246 TOTAL:	2,880.00
202247	10/11/2024	PRTD	1601 CENTURYLINK	10/03/2024		101024jr	68.65
			CENTURYLINK	10/03/2024		101024jr	320.91
			CENTURYLINK	10/03/2024		101024jr	117.64
			CENTURYLINK	10/03/2024		101024jr	63.32

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
			CENTURYLINK	10/03/2024		101024jr	161.74
			CENTURYLINK	10/03/2024		101024jr	56.38
				CHECK	202247	TOTAL:	788.64
202248	10/11/2024	PRTD	1969 CINTAS FIRST AIDE & SAFETY	09/26/2024		101024jr	190.75
				CHECK	202248	TOTAL:	190.75
202249	10/11/2024	PRTD	1004 CITY OF HELENA MUNICIPAL COURT	10/01/2024		101024jr	475.16
				CHECK	202249	TOTAL:	475.16
202250	10/11/2024	PRTD	1760 CIVIC PLUS	10/03/2024		101024jr	100.00
				CHECK	202250	TOTAL:	100.00
202251	10/11/2024	PRTD	1484 CLEVELAND GOLF/SRIXON	10/03/2024		101024jr	93.50
				CHECK	202251	TOTAL:	93.50
202252	10/11/2024	PRTD	2772 CMC DESIGN	10/03/2024		101024jr	759.83
				CHECK	202252	TOTAL:	759.83
202253	10/11/2024	PRTD	1053 CRANE EQUIPMENT MANUFACTURING	10/02/2024	877	101024jr	23,304.10
				CHECK	202253	TOTAL:	23,304.10
202254	10/11/2024	PRTD	1020 DAKOTA SUPPLY GROUP INC	10/02/2024		101024jr	2.32
				CHECK	202254	TOTAL:	2.32
202255	10/11/2024	PRTD	2761 DALTON PARADISE CARPET	09/19/2024		101024jr	3,847.28
				CHECK	202255	TOTAL:	3,847.28
202256	10/11/2024	PRTD	2616 DEX IMAGING	09/26/2024		101024jr	71.86

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
						CHECK 202256 TOTAL:	71.86
202257	10/11/2024	PRTD	1028 DOOR SYSTEMS OF MONTANA INC	10/02/2024		101024jr	703.30
						CHECK 202257 TOTAL:	703.30
202258	10/11/2024	PRTD	2053 ECOLAB INC.	10/04/2024		101024jr	180.38
						CHECK 202258 TOTAL:	180.38
202259	10/11/2024	PRTD	1401 EMERALD SERVICES INC.	10/02/2024		101024jr	222.60
						CHECK 202259 TOTAL:	222.60
202260	10/11/2024	PRTD	2079 EMPIRE WEED CONTROL	10/08/2024		101024jr	1,400.00
						CHECK 202260 TOTAL:	1,400.00
202261	10/11/2024	PRTD	1033 ENERGY LABORATORIES, INC.	10/03/2024		101024jr	50.00
			ENERGY LABORATORIES, INC.	10/03/2024		101024jr	50.00
						CHECK 202261 TOTAL:	100.00
202262	10/11/2024	PRTD	1692 FASTSIGNS OF HELENA	10/02/2024		101024jr	42.89
			FASTSIGNS OF HELENA	06/30/2024		101024jr	529.03
						CHECK 202262 TOTAL:	571.92
202263	10/11/2024	PRTD	2692 FINS AND PINS	10/03/2024		101024jr	340.00
						CHECK 202263 TOTAL:	340.00
202264	10/11/2024	PRTD	1187 FRONTLINE GLASS	08/16/2024		101024jr	847.88
			FRONTLINE GLASS	08/16/2024		101024jr	608.56
			FRONTLINE GLASS	08/23/2024		101024jr	2,180.00
						CHECK 202264 TOTAL:	3,636.44

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202265	10/11/2024	PRTD	1123 GENERAL DISTRIBUTING COMPANY	10/02/2024		101024jr	16.17
						CHECK 202265 TOTAL:	16.17
202266	10/11/2024	PRTD	1206 GREAT NORTHERN TOWN CENTER	09/30/2024		101024jr	12,877.06
						CHECK 202266 TOTAL:	12,877.06
202267	10/11/2024	PRTD	1892 HAMMOND, JOSH	10/04/2024		101024jr	36.00
						CHECK 202267 TOTAL:	36.00
202268	10/11/2024	PRTD	1339 HARRINGTON BOTTLING COMPANY	10/03/2024		101024jr	266.80
						CHECK 202268 TOTAL:	266.80
202269	10/11/2024	PRTD	2300 HAUX, BRET	10/03/2024		101024jr	22.50
						CHECK 202269 TOTAL:	22.50
202270	10/11/2024	PRTD	1275 HDR INC	10/03/2024		101024jr	22,133.15
						CHECK 202270 TOTAL:	22,133.15
202271	10/11/2024	PRTD	1763 HELENA RECYCLING, LLC	10/02/2024	581	101024jr	24,753.60
						CHECK 202271 TOTAL:	24,753.60
202272	10/11/2024	PRTD	1058 HELENA SAND AND GRAVEL	10/03/2024		101024jr	77.75
						CHECK 202272 TOTAL:	77.75
202273	10/11/2024	PRTD	1371 HOME DEPOT CREDIT SERVICES	07/16/2024		101024jr	-37.32
			HOME DEPOT CREDIT SERVICES	08/29/2024		101024jr	219.21
			HOME DEPOT CREDIT SERVICES	08/29/2024		101024jr	10.98
			HOME DEPOT CREDIT SERVICES	08/29/2024		101024jr	27.22
			HOME DEPOT CREDIT SERVICES	09/06/2024		101024jr	49.97
			HOME DEPOT CREDIT SERVICES	09/06/2024		101024jr	39.98

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
			HOME DEPOT CREDIT SERVICES	09/06/2024		101024jr	9.98
			HOME DEPOT CREDIT SERVICES	09/10/2024		101024jr	18.93
			HOME DEPOT CREDIT SERVICES	09/11/2024		101024jr	199.00
			HOME DEPOT CREDIT SERVICES	09/12/2024		101024jr	73.86
			HOME DEPOT CREDIT SERVICES	09/06/2024		101024jr	94.98
			HOME DEPOT CREDIT SERVICES	09/05/2024		101024jr	6.56
			HOME DEPOT CREDIT SERVICES	09/17/2024		101024jr	33.20
			HOME DEPOT CREDIT SERVICES	09/18/2024	822	101024jr	24.67
			HOME DEPOT CREDIT SERVICES	09/12/2024		101024jr	17.47
			HOME DEPOT CREDIT SERVICES	09/24/2024		101024jr	79.87
			HOME DEPOT CREDIT SERVICES	09/24/2024	861	101024jr	90.40
			HOME DEPOT CREDIT SERVICES	09/23/2024		101024jr	53.12
			HOME DEPOT CREDIT SERVICES	10/03/2024		101024jr	24.67
			HOME DEPOT CREDIT SERVICES	09/26/2024		101024jr	51.98
			HOME DEPOT CREDIT SERVICES	09/26/2024		101024jr	9.97
			HOME DEPOT CREDIT SERVICES	10/07/2024		101024jr	41.45
			HOME DEPOT CREDIT SERVICES	10/07/2024		101024jr	254.86
				CHECK	202273	TOTAL:	1,395.01
202274	10/11/2024	PRTD	2698 HOUSEAL LAVIGNE ASSOCIATES, LLC	10/02/2024	321	101024jr	16,382.75
				CHECK	202274	TOTAL:	16,382.75
202275	10/11/2024	PRTD	2318 INDEPENDENT INSPECTION SERVICE	10/03/2024		101024jr	1,400.00
				CHECK	202275	TOTAL:	1,400.00
202276	10/11/2024	PRTD	1414 INDEPENDENT RECORD	10/04/2024		101024jr	850.00

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
						CHECK 202276 TOTAL:	850.00
202277	10/11/2024	PRTD	1408 JC GOLF ACCESSORIES	10/03/2024		101024jr	168.43
						CHECK 202277 TOTAL:	168.43
202278	10/11/2024	PRTD	1749 KELLEY CREATE	07/16/2024		101024jr	-8,273.00
			KELLEY CREATE	07/17/2024	545	101024jr	2,800.00
			KELLEY CREATE	10/03/2024		101024jr	1,416.00
			KELLEY CREATE	10/03/2024		101024jr	708.00
			KELLEY CREATE	10/03/2024		101024jr	5,664.00
			KELLEY CREATE	10/07/2024		101024jr	708.00
			KELLEY CREATE	09/18/2024		101024jr	2,124.00
			KELLEY CREATE	10/09/2024		101024jr	708.00
						CHECK 202278 TOTAL:	5,855.00
202279	10/11/2024	PRTD	1640 KOLAR TIRE & AUTO	10/03/2024		101024jr	15.00
						CHECK 202279 TOTAL:	15.00
202280	10/11/2024	PRTD	1230 LEHRKIND'S COCA-COLA	10/03/2024		101024jr	42.00
						CHECK 202280 TOTAL:	42.00
202281	10/11/2024	PRTD	1227 LINCOLN TELEPHONE COMPANY INC.	10/03/2024		101024jr	44.84
						CHECK 202281 TOTAL:	44.84
202282	10/11/2024	PRTD	2626 LIVERY SQUARE	10/02/2024	875	101024jr	68,304.00
						CHECK 202282 TOTAL:	68,304.00
202283	10/11/2024	PRTD	1471 LOWE'S	09/10/2024		101024jr	48.41
			LOWE'S	09/11/2024		101024jr	33.53
			LOWE'S	09/18/2024		101024jr	71.23

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
			LOWE'S	09/18/2024		101024jr	41.36
			LOWE'S	09/17/2024		101024jr	47.48
			LOWE'S	09/20/2024		101024jr	45.56
			LOWE'S	09/20/2024		101024jr	9.22
			LOWE'S	10/02/2024		101024jr	28.48
			LOWE'S	10/03/2024		101024jr	16.11
			LOWE'S	10/03/2024		101024jr	61.73
			LOWE'S	10/03/2024		101024jr	42.96
			LOWE'S	10/03/2024		101024jr	33.54
			LOWE'S	10/03/2024		101024jr	332.30
			LOWE'S	09/27/2024		101024jr	13.29
			LOWE'S	09/30/2024		101024jr	40.83
			LOWE'S	10/09/2024		101024jr	160.55
			LOWE'S	10/09/2024		101024jr	71.23
				CHECK	202283	TOTAL:	1,097.81
202284	10/11/2024	PRTD	1464 MACON SUPPLY, INC.	10/01/2024		101024jr	114.00
			MACON SUPPLY, INC.	10/03/2024		101024jr	95.00
				CHECK	202284	TOTAL:	209.00
202285	10/11/2024	PRTD	1274 MOCKEL PRECAST & EXCAVATING CO	09/27/2024		101024jr	58,221.90
				CHECK	202285	TOTAL:	58,221.90
202286	10/11/2024	PRTD	2269 MOMENTUM RECYCLING LLC	10/02/2024		101024jr	1,538.50
				CHECK	202286	TOTAL:	1,538.50
202287	10/11/2024	PRTD	1474 MONTANA INTERACTIVE	10/08/2024	890	101024jr	15,637.97
			MONTANA INTERACTIVE	10/08/2024	887	101024jr	13,495.24

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CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO CHECK RUN NET

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
						CHECK 202287 TOTAL:	29,133.21
202288	10/11/2024	PRTD	1085 MONTANA PROPANE, INC.	10/03/2024		101024jr	18.70
			MONTANA PROPANE, INC.	10/03/2024		101024jr	19.53
						CHECK 202288 TOTAL:	38.23
202289	10/11/2024	PRTD	1681 MONTANA RADIO COMPANY LLC	10/04/2024		101024jr	240.00
			MONTANA RADIO COMPANY LLC	10/04/2024		101024jr	300.00
						CHECK 202289 TOTAL:	540.00
202290	10/11/2024	PRTD	1081 MORRISON-MAIERLE, INC.	10/03/2024		101024jr	10,625.50
						CHECK 202290 TOTAL:	10,625.50
202291	10/11/2024	PRTD	1916 MOUNT HELENA MOTORSPORTS	10/04/2024	884	101024jr	42,009.00
						CHECK 202291 TOTAL:	42,009.00
202292	10/11/2024	PRTD	1931 MR. WISE DRY CLEANERS LLC	10/03/2024		101024jr	468.10
						CHECK 202292 TOTAL:	468.10
202293	10/11/2024	PRTD	1130 MT MUNICIPAL INTERLOCAL AUTHORITY	10/08/2024	889	101024jr	31,051.33
						CHECK 202293 TOTAL:	31,051.33
202294	10/11/2024	PRTD	1130 MT MUNICIPAL INTERLOCAL AUTHORITY	10/09/2024	891	101024jr	186,023.31
						CHECK 202294 TOTAL:	186,023.31
202295	10/11/2024	PRTD	1118 MURDOCH'S RANCH AND HOME SUPPLY	10/02/2024		101024jr	150.00
			MURDOCH'S RANCH AND HOME SUPPLY	10/02/2024		101024jr	150.00
			MURDOCH'S RANCH AND HOME SUPPLY	10/03/2024		101024jr	24.99
						CHECK 202295 TOTAL:	324.99

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202296	10/11/2024	PRTD	2143 NAPA - HELENA	10/03/2024		101024jr	17.36
					CHECK	202296 TOTAL:	17.36
202297	10/11/2024	PRTD	2392 NATIONAL LAUNDRY CO.	09/30/2024		101024jr	3.01
			NATIONAL LAUNDRY CO.	09/30/2024		101024jr	52.86
			NATIONAL LAUNDRY CO.	10/02/2024		101024jr	96.73
			NATIONAL LAUNDRY CO.	10/02/2024		101024jr	223.73
			NATIONAL LAUNDRY CO.	10/02/2024		101024jr	421.03
			NATIONAL LAUNDRY CO.	10/03/2024		101024jr	110.45
			NATIONAL LAUNDRY CO.	10/03/2024		101024jr	99.47
			NATIONAL LAUNDRY CO.	10/01/2024		101024jr	89.86
					CHECK	202297 TOTAL:	1,097.14
202298	10/11/2024	PRTD	1467 NORTHERN COMMUNICATIONS	10/03/2024		101024jr	196.12
					CHECK	202298 TOTAL:	196.12
202299	10/11/2024	PRTD	1334 NORTHWESTERN ENERGY	10/09/2024		101024jr	214,078.61
					CHECK	202299 TOTAL:	214,078.61
202300	10/11/2024	PRTD	999110 Clancey, Thomas Patrick	10/03/2024		101024jr	12,000.00
					CHECK	202300 TOTAL:	12,000.00
202301	10/11/2024	PRTD	1158 PACIFIC STEEL AND RECYCLING	09/26/2024		101024jr	12.56
			PACIFIC STEEL AND RECYCLING	09/27/2024		101024jr	67.91
					CHECK	202301 TOTAL:	80.47
202302	10/11/2024	PRTD	2524 PINE STALLS	10/03/2024		101024jr	230.00
			PINE STALLS	10/03/2024		101024jr	105.00

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
						CHECK 202302 TOTAL:	335.00
202303	10/11/2024	PRTD	2529 PINNED GOLF, LLC	10/03/2024		101024jr	1,124.93
						CHECK 202303 TOTAL:	1,124.93
202304	10/11/2024	PRTD	1418 PIONEER TECHNICAL SERVICES, IN	10/03/2024		101024jr	1,468.38
			PIONEER TECHNICAL SERVICES, IN	10/03/2024		101024jr	705.58
						CHECK 202304 TOTAL:	2,173.96
202305	10/11/2024	PRTD	1278 POLYDYNE INC	10/04/2024	885	101024jr	61,456.00
						CHECK 202305 TOTAL:	61,456.00
202306	10/11/2024	PRTD	2361 POMP'S TIRE SERVICE, INC.	09/30/2024		101024jr	1,133.00
			POMP'S TIRE SERVICE, INC.	09/30/2024		101024jr	1,155.00
						CHECK 202306 TOTAL:	2,288.00
202307	10/11/2024	PRTD	1102 POWER TOWNSEND	09/26/2024		101024jr	51.97
			POWER TOWNSEND	10/02/2024		101024jr	59.96
			POWER TOWNSEND	10/02/2024		101024jr	4.19
			POWER TOWNSEND	10/02/2024		101024jr	166.52
						CHECK 202307 TOTAL:	282.64
202308	10/11/2024	PRTD	1018 R & R PUMP COMPANY	10/03/2024		101024jr	85.00
						CHECK 202308 TOTAL:	85.00
202309	10/11/2024	PRTD	1748 RDO EQUIPMENT CO.	09/26/2024		101024jr	665.70
						CHECK 202309 TOTAL:	665.70
202310	10/11/2024	PRTD	2544 REPUBLIC SERVICES	10/02/2024		101024jr	1,215.50

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE	PO	CHECK RUN	NET
CHECK 202310 TOTAL:			1,215.50
202311 10/11/2024	PRTD 1106	ROCK HAND HARDWARE	09/26/2024 101024jr 5.99
		ROCK HAND HARDWARE	09/26/2024 101024jr 47.95
		ROCK HAND HARDWARE	09/30/2024 101024jr 11.99
		ROCK HAND HARDWARE	10/02/2024 101024jr 89.98
		ROCK HAND HARDWARE	10/03/2024 101024jr 24.99
		ROCK HAND HARDWARE	10/03/2024 101024jr 37.98
		ROCK HAND HARDWARE	10/03/2024 101024jr 72.97
		ROCK HAND HARDWARE	10/03/2024 101024jr 39.99
		ROCK HAND HARDWARE	10/03/2024 101024jr 36.98
		ROCK HAND HARDWARE	10/03/2024 101024jr 54.99
		ROCK HAND HARDWARE	10/03/2024 101024jr 14.99
		ROCK HAND HARDWARE	10/03/2024 101024jr 19.31
		ROCK HAND HARDWARE	10/03/2024 101024jr 162.78
		ROCK HAND HARDWARE	09/27/2024 101024jr 81.88
		ROCK HAND HARDWARE	10/04/2024 101024jr 9.59
CHECK 202311 TOTAL:			712.36
202312 10/11/2024	PRTD 1823	ROCKY MOUNTAIN SUPPLY, INC.	10/03/2024 101024jr 941.85
		ROCKY MOUNTAIN SUPPLY, INC.	10/03/2024 101024jr 2,560.00
		ROCKY MOUNTAIN SUPPLY, INC.	10/03/2024 101024jr 1,243.38
CHECK 202312 TOTAL:			4,745.23
202313 10/11/2024	PRTD 1779	RODDA PAINT CO.	10/01/2024 101024jr 93.04
CHECK 202313 TOTAL:			93.04

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202314	10/11/2024	PRTD	1449 S.J. PERRY CO., INC.	10/03/2024		101024jr	16.60
					CHECK	202314 TOTAL:	16.60
202315	10/11/2024	PRTD	2575 SELKIRK CLEANING	09/30/2024		101024jr	920.00
					CHECK	202315 TOTAL:	920.00
202316	10/11/2024	PRTD	2735 SETCO INC.	10/02/2024	876	101024jr	44,659.75
					CHECK	202316 TOTAL:	44,659.75
202317	10/11/2024	PRTD	1606 SHANKS, ADAM	10/03/2024		101024jr	44.99
					CHECK	202317 TOTAL:	44.99
202318	10/11/2024	PRTD	1111 SHERWIN WILLIAMS/COLUMBIA PAINT	10/03/2024		101024jr	110.44
					CHECK	202318 TOTAL:	110.44
202319	10/11/2024	PRTD	2108 SKYWEST COMMERCIAL CLEANING LLC	10/02/2024		101024jr	300.00
			SKYWEST COMMERCIAL CLEANING LLC	10/02/2024		101024jr	300.00
					CHECK	202319 TOTAL:	600.00
202320	10/11/2024	PRTD	1212 SPIEKER SPRINKLERS, INC.	09/30/2024		101024jr	88.00
					CHECK	202320 TOTAL:	88.00
202321	10/11/2024	PRTD	1115 ST. PETER'S HEALTH	10/04/2024		101024jr	975.00
					CHECK	202321 TOTAL:	975.00
202322	10/11/2024	PRTD	1911 TEAMVIEWER GMBH	10/03/2024		101024jr	611.00
					CHECK	202322 TOTAL:	611.00
202323	10/11/2024	PRTD	1145 THATCHER COMPANY INC.	10/04/2024	883	101024jr	9,189.98
			THATCHER COMPANY INC.	10/04/2024	882	101024jr	9,189.98

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE	PO	CHECK RUN	NET
CHECK 202323 TOTAL:			18,379.96
202324 10/11/2024	PRTD 1233	THE ANIMAL CENTER	10/03/2024 101024jr 62.95
CHECK 202324 TOTAL:			62.95
202325 10/11/2024	PRTD 1412	TITLEIST	10/03/2024 101024jr 166.49
CHECK 202325 TOTAL:			166.49
202326 10/11/2024	PRTD 1560	TOM'S CRANE SERVICE INC	10/03/2024 101024jr 900.00
CHECK 202326 TOTAL:			900.00
202327 10/11/2024	PRTD 1272	TRACTOR & EQUIPMENT	10/03/2024 101024jr 59.20
CHECK 202327 TOTAL:			59.20
202328 10/11/2024	PRTD 2731	TRUGREEN	09/26/2024 101024jr 107.00
		TRUGREEN	09/26/2024 101024jr 45.00
CHECK 202328 TOTAL:			152.00
202329 10/11/2024	PRTD 1218	TUDOR MACHINE INC	10/03/2024 101024jr 1,050.00
CHECK 202329 TOTAL:			1,050.00
202330 10/11/2024	PRTD 1804	UL LLC	09/17/2024 874 101024jr 5,853.50
CHECK 202330 TOTAL:			5,853.50
202331 10/11/2024	PRTD 2360	US FOODS, INC.	10/03/2024 101024jr 25.99
		US FOODS, INC.	10/03/2024 101024jr 1,250.11
CHECK 202331 TOTAL:			1,276.10
202332 10/11/2024	PRTD 1013	VAN'S THRIFTWAY	10/03/2024 101024jr 11.37
		VAN'S THRIFTWAY	10/03/2024 101024jr 44.37

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CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO CHECK RUN NET

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
						CHECK 202332 TOTAL:	55.74
202333	10/11/2024	PRTD	1579 VERIZON WIRELESS	10/04/2024		101024jr	4,498.36
						CHECK 202333 TOTAL:	4,498.36
202334	10/11/2024	PRTD	1979 WALKER MOWERS OF HELENA, LLC	10/02/2024		101024jr	212.00
						CHECK 202334 TOTAL:	212.00
202335	10/11/2024	PRTD	1730 WAPLES, CHANEL	10/04/2024		101024jr	36.00
						CHECK 202335 TOTAL:	36.00
202336	10/11/2024	PRTD	1875 WATER & ENVIRONMENTAL TECHNOLOGIES	09/27/2024		101024jr	165.00
						CHECK 202336 TOTAL:	165.00
202337	10/11/2024	PRTD	1925 WWC ENGINEERING	09/27/2024		101024jr	7,359.00
						CHECK 202337 TOTAL:	7,359.00

NUMBER OF CHECKS 111 *** CASH ACCOUNT TOTAL *** 1,112,516.71

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	108	1,044,338.56
TOTAL EFT'S	3	68,178.15

*** GRAND TOTAL *** 1,112,516.71



Finance Dept.
316 North Park Avenue
Helena, MT 59623

: Phone: 406-447-8417
: Fax: 406-447-8434
: Email: jrensmon@helenamt.gov

helenamt.gov

October 28, 2024

To: Tim Burton, City Manager

From: Jamie Rensmon, Accounting Tech III-Accounts Payable

Subject: Claims Paid

The check registers for 10/16/24 and 10/17/24 have been approved for claims in the amount of \$664,294.13. Checks numbered 202338 – 202451 and ACH's numbered 467 - 472 have been issued for payment.

A list of all claims paid and supporting detail are available in the City Finance Department, Room 320, for anyone who wishes to review them.

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CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
467	10/16/2024	EFT	2767 1988 ENTERTAINMENT	10/13/2024		101624jr	5,858.30
				CHECK	467	TOTAL:	5,858.30
468	10/16/2024	EFT	1842 EAGLE BEVERAGE - HELENA	10/16/2024		101624jr	182.88
				CHECK	468	TOTAL:	182.88
202338	10/16/2024	PRTD	2306 HAYDEN BEVERAGE COMPANY	10/16/2024		101624jr	32.16
				CHECK	202338	TOTAL:	32.16
202339	10/16/2024	PRTD	1230 LEHRKIND'S COCA-COLA	10/16/2024		101624jr	461.00
			LEHRKIND'S COCA-COLA	10/16/2024		101624jr	125.00
			LEHRKIND'S COCA-COLA	10/16/2024		101624jr	115.80
				CHECK	202339	TOTAL:	701.80
NUMBER OF CHECKS				4	*** CASH ACCOUNT TOTAL ***		6,775.14
				COUNT	AMOUNT		
TOTAL PRINTED CHECKS				2	733.96		
TOTAL EFT'S				2	6,041.18		
				*** GRAND TOTAL ***		6,775.14	

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CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
469	10/18/2024	EFT	1422 AUTOTRIX SIGNS & GRAPHICS	10/09/2024		101724jr	1,340.00
				CHECK		469 TOTAL:	1,340.00
470	10/18/2024	EFT	1898 FISHER'S TECHNOLOGY	10/11/2024	610	101724jr	172.83
				CHECK		470 TOTAL:	172.83
471	10/18/2024	EFT	2620 SPARE LABS INC.	10/09/2024		101724jr	3,300.00
				CHECK		471 TOTAL:	3,300.00
472	10/18/2024	EFT	2456 TYLER TECHNOLOGIES, INC.	10/15/2024		101724jr	1,173.60
				CHECK		472 TOTAL:	1,173.60
202340	10/18/2024	PRTD	1045 2M COMPANY, INC.	10/09/2024		101724jr	214.89
			2M COMPANY, INC.	10/09/2024		101724jr	73.38
			2M COMPANY, INC.	10/09/2024		101724jr	74.61
				CHECK		202340 TOTAL:	362.88
202341	10/18/2024	PRTD	1562 360 BUSINESS SOLUTIONS	08/22/2024		101724jr	191.10
			360 BUSINESS SOLUTIONS	09/18/2024		101724jr	50.10
			360 BUSINESS SOLUTIONS	10/09/2024		101724jr	38.68
			360 BUSINESS SOLUTIONS	10/09/2024		101724jr	367.40
			360 BUSINESS SOLUTIONS	10/09/2024		101724jr	97.60
				CHECK		202341 TOTAL:	744.88
202342	10/18/2024	PRTD	1182 A & M FIRE & SAFETY	09/18/2024		101724jr	112.00
				CHECK		202342 TOTAL:	112.00
202343	10/18/2024	PRTD	2777 A440 PIANO SERVICE	10/08/2024		101724jr	130.00
			A440 PIANO SERVICE	10/07/2024		101724jr	195.00

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
						CHECK 202343 TOTAL:	325.00
202344	10/18/2024	PRTD	1510 ACCESSO SHOWARE	09/30/2024		101724jr	1,107.70
						CHECK 202344 TOTAL:	1,107.70
202345	10/18/2024	PRTD	2210 ADVANCED MECHANICAL SYSTEMS	07/29/2024	896	101724jr	5,150.00
						CHECK 202345 TOTAL:	5,150.00
202346	10/18/2024	PRTD	1174 ALSCO	10/09/2024		101724jr	32.41
						CHECK 202346 TOTAL:	32.41
202347	10/18/2024	PRTD	2393 ALVAREZ, MICHAEL	10/11/2024		101724jr	67.50
						CHECK 202347 TOTAL:	67.50
202348	10/18/2024	PRTD	2574 AMAZON CAPITAL SERVICES	10/08/2024		101724jr	34.94
						CHECK 202348 TOTAL:	34.94
202349	10/18/2024	PRTD	2556 BAHNY, CHRISTOPHER	10/09/2024		101724jr	150.00
						CHECK 202349 TOTAL:	150.00
202350	10/18/2024	PRTD	1903 BANHAM, SETH	09/18/2024		101724jr	243.18
						CHECK 202350 TOTAL:	243.18
202351	10/18/2024	PRTD	2778 BENEDETTI, ANGELA	10/10/2024		101724jr	92.46
			BENEDETTI, ANGELA	10/10/2024		101724jr	388.64
						CHECK 202351 TOTAL:	481.10
202352	10/18/2024	PRTD	1964 BENKELMAN, PEGGY	10/08/2024		101724jr	277.65
						CHECK 202352 TOTAL:	277.65

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202353	10/18/2024	PRTD	1555 BENNETT, ROBERT	09/18/2024		101724jr	157.93
					CHECK	202353 TOTAL:	157.93
202354	10/18/2024	PRTD	1927 BOBCAT OF HELENA	10/08/2024	824	101724jr	46,859.00
			BOBCAT OF HELENA	10/08/2024	824	101724jr	12,451.00
					CHECK	202354 TOTAL:	59,310.00
202355	10/18/2024	PRTD	1498 BURESH, BRANDT	09/18/2024		101724jr	102.83
					CHECK	202355 TOTAL:	102.83
202356	10/18/2024	PRTD	1022 CAPITAL COMMUNICATIONS	10/08/2024		101724jr	135.00
					CHECK	202356 TOTAL:	135.00
202357	10/18/2024	PRTD	1625 CAPITAL TRAILER & EQUIPMENT	10/09/2024		101724jr	340.00
					CHECK	202357 TOTAL:	340.00
202358	10/18/2024	PRTD	1601 CENTURYLINK	10/10/2024		101724jr	73.67
			CENTURYLINK	10/10/2024		101724jr	3,266.51
			CENTURYLINK	10/10/2024		101724jr	224.80
					CHECK	202358 TOTAL:	3,564.98
202359	10/18/2024	PRTD	1004 CITY OF HELENA UTILITY CUSTOMER SER	10/08/2024		101724jr	100.00
			CITY OF HELENA UTILITY CUSTOMER SER	10/08/2024		101724jr	100.00
			CITY OF HELENA UTILITY CUSTOMER SER	10/08/2024		101724jr	9.26
			CITY OF HELENA UTILITY CUSTOMER SER	10/08/2024		101724jr	15.40
			CITY OF HELENA UTILITY CUSTOMER SER	10/08/2024		101724jr	9.26
			CITY OF HELENA UTILITY CUSTOMER SER	10/08/2024		101724jr	19.38
			CITY OF HELENA UTILITY CUSTOMER SER	10/08/2024		101724jr	13.35
			CITY OF HELENA UTILITY CUSTOMER SER	10/08/2024		101724jr	95.60

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
			CITY OF HELENA UTILITY CUSTOMER SER	10/08/2024		101724jr	15.40
			CITY OF HELENA UTILITY CUSTOMER SER	10/08/2024		101724jr	61.06
			CITY OF HELENA UTILITY CUSTOMER SER	10/08/2024		101724jr	164.05
			CITY OF HELENA UTILITY CUSTOMER SER	10/09/2024		101724jr	138.16
			CITY OF HELENA UTILITY CUSTOMER SER	10/09/2024		101724jr	15.40
			CITY OF HELENA UTILITY CUSTOMER SER	10/09/2024		101724jr	207.21
			CITY OF HELENA UTILITY CUSTOMER SER	10/09/2024		101724jr	70.61
			CITY OF HELENA UTILITY CUSTOMER SER	10/09/2024		101724jr	95.60
			CITY OF HELENA UTILITY CUSTOMER SER	10/09/2024		101724jr	25.52
			CITY OF HELENA UTILITY CUSTOMER SER	10/09/2024		101724jr	257.69
			CITY OF HELENA UTILITY CUSTOMER SER	10/09/2024		101724jr	45,771.78
			CITY OF HELENA UTILITY CUSTOMER SER	10/01/2024		101724jr	411.42
			CITY OF HELENA UTILITY CUSTOMER SER	10/01/2024		101724jr	2,029.72
			CITY OF HELENA UTILITY CUSTOMER SER	10/01/2024		101724jr	1,871.76
			CITY OF HELENA UTILITY CUSTOMER SER	10/01/2024		101724jr	996.64
			CITY OF HELENA UTILITY CUSTOMER SER	10/01/2024		101724jr	228.24
			CITY OF HELENA UTILITY CUSTOMER SER	10/01/2024		101724jr	15.40
			CITY OF HELENA UTILITY CUSTOMER SER	10/01/2024		101724jr	228.24
			CITY OF HELENA UTILITY CUSTOMER SER	10/01/2024		101724jr	307.73
					CHECK	202359 TOTAL:	53,273.88
202360	10/18/2024	PRTD	1465 CLEAR CHOICE AUTO GLASS, INC.	10/09/2024		101724jr	885.05
					CHECK	202360 TOTAL:	885.05
202361	10/18/2024	PRTD	2624 COLUMN SOFTWARE	10/07/2024		101724jr	36.00
			COLUMN SOFTWARE	10/07/2024		101724jr	60.00

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
						CHECK 202361 TOTAL:	96.00
202362	10/18/2024	PRTD	1769 CROOK, STEPHANIE	09/18/2024		101724jr	79.99
			CROOK, STEPHANIE	09/18/2024		101724jr	19.72
						CHECK 202362 TOTAL:	99.71
202363	10/18/2024	PRTD	1531 CULLIGAN OF HELENA	09/18/2024		101724jr	25.50
						CHECK 202363 TOTAL:	25.50
202364	10/18/2024	PRTD	1020 DAKOTA SUPPLY GROUP INC	10/03/2024		101724jr	2,377.70
			DAKOTA SUPPLY GROUP INC	10/03/2024		101724jr	923.74
						CHECK 202364 TOTAL:	3,301.44
202365	10/18/2024	PRTD	2133 DANIELSON, SHEILA	10/15/2024		101724jr	135.00
						CHECK 202365 TOTAL:	135.00
202366	10/18/2024	PRTD	1791 DELAHUNT, DILLON	09/18/2024		101724jr	54.99
						CHECK 202366 TOTAL:	54.99
202367	10/18/2024	PRTD	2616 DEX IMAGING	10/16/2024	759	101724jr	34.00
						CHECK 202367 TOTAL:	34.00
202368	10/18/2024	PRTD	2781 DIAMOND HORSESHOE PRODUCTIONS	10/16/2024		101724jr	30,825.00
						CHECK 202368 TOTAL:	30,825.00
202369	10/18/2024	PRTD	1124 DRUG INFORMATION SYSTEMS, INC.	10/07/2024		101724jr	835.00
						CHECK 202369 TOTAL:	835.00
202370	10/18/2024	PRTD	1241 EAGLE ELECTRIC, INC.	10/09/2024	895	101724jr	6,050.00
						CHECK 202370 TOTAL:	6,050.00

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202371	10/18/2024	PRTD	1103 EAGLE TIRE BRAKE & ALIGNMENT	10/09/2024		101724jr	22.51
					CHECK	202371 TOTAL:	22.51
202372	10/18/2024	PRTD	1399 ECOLAB PEST ELIMINATION	10/09/2024		101724jr	138.49
					CHECK	202372 TOTAL:	138.49
202373	10/18/2024	PRTD	2435 ECOSAFE SHREDDING & RECYCLING, LLC	10/09/2024		101724jr	85.00
			ECOSAFE SHREDDING & RECYCLING, LLC	10/09/2024		101724jr	85.00
					CHECK	202373 TOTAL:	170.00
202374	10/18/2024	PRTD	1033 ENERGY LABORATORIES, INC.	10/08/2024		101724jr	1,014.00
			ENERGY LABORATORIES, INC.	10/08/2024		101724jr	2,676.00
			ENERGY LABORATORIES, INC.	10/08/2024		101724jr	2,676.00
			ENERGY LABORATORIES, INC.	10/08/2024		101724jr	892.00
			ENERGY LABORATORIES, INC.	10/08/2024		101724jr	1,784.00
					CHECK	202374 TOTAL:	9,042.00
202375	10/18/2024	PRTD	1094 FASTENAL COMPANY	10/08/2024		101724jr	40.88
			FASTENAL COMPANY	10/10/2024		101724jr	43.38
					CHECK	202375 TOTAL:	84.26
202376	10/18/2024	PRTD	1142 FIRE GUYS LEASING, INC.	09/18/2024		101724jr	213.00
					CHECK	202376 TOTAL:	213.00
202377	10/18/2024	PRTD	1884 GEAR FOR SPORTS - UNDER ARMOUR	10/09/2024		101724jr	189.58
			GEAR FOR SPORTS - UNDER ARMOUR	10/09/2024		101724jr	188.93
					CHECK	202377 TOTAL:	378.51

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202378	10/18/2024	PRTD	2779 GOODRICH, TRAVIS	10/07/2024		101724jr	67.50
				CHECK		202378 TOTAL:	67.50
202379	10/18/2024	PRTD	1030 GRAINGER, INC.	10/08/2024		101724jr	50.75
			GRAINGER, INC.	10/08/2024		101724jr	44.04
				CHECK		202379 TOTAL:	94.79
202380	10/18/2024	PRTD	1339 HARRINGTON BOTTLING COMPANY	10/09/2024		101724jr	204.46
				CHECK		202380 TOTAL:	204.46
202381	10/18/2024	PRTD	1132 HAWKINS, INC.	10/08/2024		101724jr	2,441.12
				CHECK		202381 TOTAL:	2,441.12
202382	10/18/2024	PRTD	1275 HDR INC	09/27/2024		101724jr	787.43
				CHECK		202382 TOTAL:	787.43
202383	10/18/2024	PRTD	2718 HOLLAND, KYLE	10/11/2024		101724jr	67.50
				CHECK		202383 TOTAL:	67.50
202384	10/18/2024	PRTD	1371 HOME DEPOT CREDIT SERVICES	10/09/2024		101724jr	46.81
			HOME DEPOT CREDIT SERVICES	10/09/2024		101724jr	17.94
				CHECK		202384 TOTAL:	64.75
202385	10/18/2024	PRTD	1511 HYDROSOLUTIONS INC	10/03/2024		101724jr	4,364.00
			HYDROSOLUTIONS INC	10/03/2024		101724jr	2,017.70
				CHECK		202385 TOTAL:	6,381.70
202386	10/18/2024	PRTD	1408 JC GOLF ACCESSORIES	10/09/2024		101724jr	146.66
				CHECK		202386 TOTAL:	146.66

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202387	10/18/2024	PRTD	2765 K & L SUPPLY, INC.	10/09/2024		101724jr	166.80
					CHECK	202387 TOTAL:	166.80
202388	10/18/2024	PRTD	1749 KELLEY CREATE	10/07/2024		101724jr	708.00
					CHECK	202388 TOTAL:	708.00
202389	10/18/2024	PRTD	2088 KING, GABE	10/09/2024		101724jr	256.94
					CHECK	202389 TOTAL:	256.94
202390	10/18/2024	PRTD	1649 KOCH'S TENNIS COURT SERVICE, LLC	10/10/2024		101724jr	31,880.00
					CHECK	202390 TOTAL:	31,880.00
202391	10/18/2024	PRTD	1640 KOLAR TIRE & AUTO	10/08/2024		101724jr	1,605.75
			KOLAR TIRE & AUTO	10/08/2024		101724jr	45.00
			KOLAR TIRE & AUTO	10/09/2024		101724jr	45.00
			KOLAR TIRE & AUTO	10/09/2024		101724jr	1,718.10
			KOLAR TIRE & AUTO	10/10/2024		101724jr	165.00
					CHECK	202391 TOTAL:	3,578.85
202392	10/18/2024	PRTD	2032 LANGUAGE LINE SERVICES, INC.	10/10/2024		101724jr	54.78
					CHECK	202392 TOTAL:	54.78
202393	10/18/2024	PRTD	2579 LEASECRUNCH LLC	10/07/2024		101724jr	450.00
					CHECK	202393 TOTAL:	450.00
202394	10/18/2024	PRTD	1230 LEHRKIND'S COCA-COLA	10/07/2024		101724jr	24.00
					CHECK	202394 TOTAL:	24.00
202395	10/18/2024	PRTD	1318 LES SCHWAB	10/08/2024		101724jr	3,237.72

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE	PO	CHECK RUN	NET
CHECK 202395 TOTAL:			3,237.72
10/09/2024		101724jr	230.00
10/10/2024	892	101724jr	3,773.70
CHECK 202396 TOTAL:			4,003.70
10/08/2024		101724jr	4,156.50
10/08/2024		101724jr	10.60
10/08/2024		101724jr	3,423.21
CHECK 202397 TOTAL:			7,590.31
10/02/2024	580	101724jr	92,576.64
CHECK 202398 TOTAL:			92,576.64
10/08/2024		101724jr	110.00
10/08/2024		101724jr	110.00
10/09/2024		101724jr	1,440.00
CHECK 202399 TOTAL:			1,660.00
10/09/2024		101724jr	36.25
CHECK 202400 TOTAL:			36.25
09/18/2024		101724jr	105.96
CHECK 202401 TOTAL:			105.96
10/09/2024		101724jr	13.75
CHECK 202402 TOTAL:			13.75
10/02/2024	894	101724jr	1,176.00

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
						CHECK 202403 TOTAL:	1,176.00
202404	10/18/2024	PRTD	1398 MOTOROLA SOLUTIONS	09/18/2024	779	101724jr	42,304.96
						CHECK 202404 TOTAL:	42,304.96
202405	10/18/2024	PRTD	1344 MOUNTAIN VIEW FAMILY HEALTH CARE PC	10/07/2024		101724jr	380.00
						CHECK 202405 TOTAL:	380.00
202406	10/18/2024	PRTD	1118 MURDOCH'S RANCH AND HOME SUPPLY	09/18/2024		101724jr	135.99
			MURDOCH'S RANCH AND HOME SUPPLY	10/08/2024		101724jr	43.96
			MURDOCH'S RANCH AND HOME SUPPLY	10/08/2024		101724jr	217.48
			MURDOCH'S RANCH AND HOME SUPPLY	10/08/2024		101724jr	150.00
			MURDOCH'S RANCH AND HOME SUPPLY	10/09/2024		101724jr	72.99
			MURDOCH'S RANCH AND HOME SUPPLY	10/09/2024		101724jr	29.98
			MURDOCH'S RANCH AND HOME SUPPLY	10/09/2024		101724jr	119.99
						CHECK 202406 TOTAL:	770.39
202407	10/18/2024	PRTD	2143 NAPA - HELENA	09/18/2024		101724jr	17.94
			NAPA - HELENA	10/09/2024		101724jr	3.41
						CHECK 202407 TOTAL:	21.35
202408	10/18/2024	PRTD	2392 NATIONAL LAUNDRY CO.	10/08/2024		101724jr	127.06
			NATIONAL LAUNDRY CO.	09/18/2024		101724jr	9.90
			NATIONAL LAUNDRY CO.	10/10/2024		101724jr	78.32
						CHECK 202408 TOTAL:	215.28
202409	10/18/2024	PRTD	2774 ODIN WORKS	10/10/2024		101724jr	648.51
						CHECK 202409 TOTAL:	648.51

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CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202410	10/18/2024	PRTD	999100 BARRETT EDWARD JAMES	10/16/2024		101724jr	25.00
					CHECK	202410 TOTAL:	25.00
202411	10/18/2024	PRTD	999100 BARRINGER DYLAN STEED	10/16/2024		101724jr	12.00
					CHECK	202411 TOTAL:	12.00
202412	10/18/2024	PRTD	999100 DAVIS JOHN JEROME	10/16/2024		101724jr	12.00
					CHECK	202412 TOTAL:	12.00
202413	10/18/2024	PRTD	999100 GJERDE JUSTINE MILLARD	10/16/2024		101724jr	12.00
					CHECK	202413 TOTAL:	12.00
202414	10/18/2024	PRTD	999100 HALL SANDRA J	10/16/2024		101724jr	25.00
					CHECK	202414 TOTAL:	25.00
202415	10/18/2024	PRTD	999100 HANIFY MARY JANE	10/16/2024		101724jr	25.00
					CHECK	202415 TOTAL:	25.00
202416	10/18/2024	PRTD	999100 KUNI MIRA REBECCA	10/16/2024		101724jr	12.00
					CHECK	202416 TOTAL:	12.00
202417	10/18/2024	PRTD	999100 LINTON DAVID M	10/16/2024		101724jr	12.00
					CHECK	202417 TOTAL:	12.00
202418	10/18/2024	PRTD	999100 LUDLOW SHEILA	10/16/2024		101724jr	12.00
					CHECK	202418 TOTAL:	12.00
202419	10/18/2024	PRTD	999100 MOON SHANE RAY	10/16/2024		101724jr	12.00
					CHECK	202419 TOTAL:	12.00

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CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202420	10/18/2024	PRTD	999100 ROBERTS, STEVEN EDWARD	10/16/2024		101724jr	25.00
					CHECK	202420 TOTAL:	25.00
202421	10/18/2024	PRTD	999100 ROOPE GARY W	10/16/2024		101724jr	25.00
					CHECK	202421 TOTAL:	25.00
202422	10/18/2024	PRTD	999100 TOMMERUP MICHAEL JORDAN	10/16/2024		101724jr	12.00
					CHECK	202422 TOTAL:	12.00
202423	10/18/2024	PRTD	999100 WALSH BARBARA C	10/16/2024		101724jr	25.00
					CHECK	202423 TOTAL:	25.00
202424	10/18/2024	PRTD	999100 WORSECH JAMES ROBERT	10/16/2024		101724jr	12.00
					CHECK	202424 TOTAL:	12.00
202425	10/18/2024	PRTD	999110 Schwandt, Claudia Ann	10/11/2024		101724jr	15,000.00
					CHECK	202425 TOTAL:	15,000.00
202426	10/18/2024	PRTD	999110 Strachan, Matthew J.	10/11/2024		101724jr	11,800.00
					CHECK	202426 TOTAL:	11,800.00
202427	10/18/2024	PRTD	1158 PACIFIC STEEL AND RECYCLING	10/08/2024		101724jr	258.88
			PACIFIC STEEL AND RECYCLING	10/10/2024		101724jr	261.26
					CHECK	202427 TOTAL:	520.14
202428	10/18/2024	PRTD	1988 PASSPORT LABS, INC.	10/10/2024		101724jr	1,194.90
					CHECK	202428 TOTAL:	1,194.90
202429	10/18/2024	PRTD	1429 PING	10/09/2024		101724jr	193.42

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
						CHECK 202429 TOTAL:	193.42
202430	10/18/2024	PRTD	1451 PLATT ELECTRIC SUPPLY	10/08/2024		101724jr	107.50
			PLATT ELECTRIC SUPPLY	10/08/2024		101724jr	22.98
						CHECK 202430 TOTAL:	130.48
202431	10/18/2024	PRTD	2361 POMP'S TIRE SERVICE, INC.	10/10/2024		101724jr	150.00
			POMP'S TIRE SERVICE, INC.	10/11/2024		101724jr	208.92
						CHECK 202431 TOTAL:	358.92
202432	10/18/2024	PRTD	1102 POWER TOWNSEND	10/08/2024		101724jr	35.18
			POWER TOWNSEND	10/08/2024		101724jr	15.76
						CHECK 202432 TOTAL:	50.94
202433	10/18/2024	PRTD	1018 R & R PUMP COMPANY	10/09/2024		101724jr	129.69
						CHECK 202433 TOTAL:	129.69
202434	10/18/2024	PRTD	1796 RAY, ELLIE	10/11/2024		101724jr	67.50
						CHECK 202434 TOTAL:	67.50
202435	10/18/2024	PRTD	1106 ROCK HAND HARDWARE	10/03/2024		101724jr	9.99
			ROCK HAND HARDWARE	10/07/2024		101724jr	29.98
			ROCK HAND HARDWARE	09/18/2024		101724jr	16.03
			ROCK HAND HARDWARE	10/08/2024		101724jr	14.98
			ROCK HAND HARDWARE	10/09/2024		101724jr	9.65
			ROCK HAND HARDWARE	10/09/2024		101724jr	41.47
			ROCK HAND HARDWARE	10/09/2024		101724jr	-13.14
			ROCK HAND HARDWARE	10/09/2024		101724jr	11.94
			ROCK HAND HARDWARE	10/09/2024		101724jr	30.19

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
			ROCK HAND HARDWARE	10/09/2024		101724jr	9.59
			ROCK HAND HARDWARE	10/09/2024		101724jr	15.64
			ROCK HAND HARDWARE	10/09/2024		101724jr	16.99
			ROCK HAND HARDWARE	10/09/2024		101724jr	13.18
			ROCK HAND HARDWARE	10/09/2024		101724jr	10.74
			ROCK HAND HARDWARE	10/09/2024		101724jr	47.88
			ROCK HAND HARDWARE	10/09/2024		101724jr	71.97
			ROCK HAND HARDWARE	10/09/2024		101724jr	34.95
			ROCK HAND HARDWARE	10/09/2024		101724jr	11.67
			ROCK HAND HARDWARE	10/09/2024		101724jr	68.98
			ROCK HAND HARDWARE	10/08/2024		101724jr	55.98
			ROCK HAND HARDWARE	10/10/2024		101724jr	44.31
			ROCK HAND HARDWARE	10/04/2024		101724jr	18.45
				CHECK	202435	TOTAL:	571.42
202436	10/18/2024	PRTD	1098 ROD TABBERT CONSTRUCTION, INC.	10/03/2024		101724jr	3,271.50
				CHECK	202436	TOTAL:	3,271.50
202437	10/18/2024	PRTD	1449 S.J. PERRY CO., INC.	10/03/2024		101724jr	40.00
			S.J. PERRY CO., INC.	10/08/2024		101724jr	37.94
			S.J. PERRY CO., INC.	10/09/2024		101724jr	20.86
			S.J. PERRY CO., INC.	09/23/2024		101724jr	5.70
				CHECK	202437	TOTAL:	104.50
202438	10/18/2024	PRTD	1573 SIGNS NOW HELENA	10/09/2024		101724jr	108.00
				CHECK	202438	TOTAL:	108.00

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202439	10/18/2024	PRTD	2108 SKYWEST COMMERCIAL CLEANING LLC	10/03/2024		101724jr	695.00
			SKYWEST COMMERCIAL CLEANING LLC	10/03/2024		101724jr	695.00
			SKYWEST COMMERCIAL CLEANING LLC	10/03/2024		101724jr	695.00
				CHECK	202439	TOTAL:	2,085.00
202440	10/18/2024	PRTD	2365 SMITH, DOUGLAS	10/11/2024		101724jr	855.43
				CHECK	202440	TOTAL:	855.43
202441	10/18/2024	PRTD	1564 SOUTH HILLS ELECTRIC	10/09/2024		101724jr	835.00
				CHECK	202441	TOTAL:	835.00
202442	10/18/2024	PRTD	1236 SOUTHERN POLICE CANINE	10/10/2024	893	101724jr	17,000.00
				CHECK	202442	TOTAL:	17,000.00
202443	10/18/2024	PRTD	2750 SUSSEX CONSTRUCTION	10/03/2024		101724jr	192,298.81
				CHECK	202443	TOTAL:	192,298.81
202444	10/18/2024	PRTD	1356 THE UPS STORE 4489	09/18/2024		101724jr	13.99
			THE UPS STORE 4489	10/10/2024		101724jr	14.82
				CHECK	202444	TOTAL:	28.81
202445	10/18/2024	PRTD	1437 TRACE ANALYTICS, INC.	09/18/2024		101724jr	413.70
				CHECK	202445	TOTAL:	413.70
202446	10/18/2024	PRTD	2008 TRAFFIC SAFETY SUPPLY CO., INC	10/09/2024		101724jr	223.60
				CHECK	202446	TOTAL:	223.60
202447	10/18/2024	PRTD	1543 USA BLUE BOOK	10/08/2024		101724jr	139.29
				CHECK	202447	TOTAL:	139.29

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE	PO	CHECK RUN	NET
09/18/2024		101724jr	139.99
	CHECK	202448 TOTAL:	139.99
10/09/2024		101724jr	82.10
	CHECK	202449 TOTAL:	82.10
09/18/2024		101724jr	716.00
	CHECK	202450 TOTAL:	716.00
10/09/2024		101724jr	22,475.00
	CHECK	202451 TOTAL:	22,475.00
NUMBER OF CHECKS 116			*** CASH ACCOUNT TOTAL *** 657,518.99
		COUNT	AMOUNT
TOTAL PRINTED CHECKS		112	651,532.56
TOTAL EFT'S		4	5,986.43
*** GRAND TOTAL ***			657,518.99



Finance Dept.
316 North Park Avenue
Helena, MT 59623

: Phone: 406-447-8417
: Fax: 406-447-8434
: Email: jrensmon@helenamt.gov

helenamt.gov

October 28, 2024

To: Tim Burton, City Manager

From: Jamie Rensmon, Accounting Tech III-Accounts Payable

Subject: Claims Paid

The check registers for 10/22/24 and 10/24/24 have been approved for claims in the amount of \$564,639.81. Checks numbered 202452 – 202534 and ACH's numbered 473 - 474 have been issued for payment.

A list of all claims paid and supporting detail are available in the City Finance Department, Room 320, for anyone who wishes to review them.

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
474	10/25/2024	EFT	2456 TYLER TECHNOLOGIES, INC.	10/21/2024	910	102424JR	5,616.00
					CHECK	474 TOTAL:	5,616.00
202454	10/25/2024	PRTD	1045 2M COMPANY, INC.	10/16/2024		102424JR	30.12
					CHECK	202454 TOTAL:	30.12
202455	10/25/2024	PRTD	1238 3 RIVERS COMMUNICATIONS	10/10/2024		102424JR	18.03
					CHECK	202455 TOTAL:	18.03
202456	10/25/2024	PRTD	1562 360 BUSINESS SOLUTIONS	10/16/2024		102424JR	56.30
			360 BUSINESS SOLUTIONS	10/16/2024		102424JR	324.79
					CHECK	202456 TOTAL:	381.09
202457	10/25/2024	PRTD	2340 406 ELECTRIC LLC	10/17/2024		102424JR	142.50
			406 ELECTRIC LLC	10/17/2024		102424JR	237.50
			406 ELECTRIC LLC	10/14/2024		102424JR	95.00
			406 ELECTRIC LLC	10/14/2024		102424JR	95.00
			406 ELECTRIC LLC	10/14/2024		102424JR	308.29
					CHECK	202457 TOTAL:	878.29
202458	10/25/2024	PRTD	1182 A & M FIRE & SAFETY	10/10/2024		102424JR	118.00
					CHECK	202458 TOTAL:	118.00
202459	10/25/2024	PRTD	1003 A-1 RENTALS INC.	10/16/2024		102424JR	183.82
			A-1 RENTALS INC.	10/16/2024		102424JR	30.00
					CHECK	202459 TOTAL:	213.82
202460	10/25/2024	PRTD	2694 AAA SEWER AND DRAIN	10/12/2024		102424JR	575.00
					CHECK	202460 TOTAL:	575.00

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202461	10/25/2024	PRTD	2210 ADVANCED MECHANICAL SYSTEMS	10/15/2024		102424JR	250.00
					CHECK	202461 TOTAL:	250.00
202462	10/25/2024	PRTD	1059 AGRI FEEDS	10/17/2024	897	102424JR	6,260.10
					CHECK	202462 TOTAL:	6,260.10
202463	10/25/2024	PRTD	1061 AL ROSE TOWING	10/17/2024		102424JR	165.00
					CHECK	202463 TOTAL:	165.00
202464	10/25/2024	PRTD	2060 ALL AROUND CONSTRUCTION	10/16/2024		102424JR	55,000.00
			ALL AROUND CONSTRUCTION	10/16/2024		102424JR	10,000.00
			ALL AROUND CONSTRUCTION	10/16/2024		102424JR	12,483.00
			ALL AROUND CONSTRUCTION	10/16/2024	900	102424JR	9,900.00
					CHECK	202464 TOTAL:	87,383.00
202465	10/25/2024	PRTD	1185 ALPINE ANALYTICAL, INC.	10/15/2024		102424JR	55.00
			ALPINE ANALYTICAL, INC.	10/17/2024		102424JR	240.00
			ALPINE ANALYTICAL, INC.	10/17/2024		102424JR	240.00
					CHECK	202465 TOTAL:	535.00
202466	10/25/2024	PRTD	1174 ALSCO	10/16/2024		102424JR	32.08
					CHECK	202466 TOTAL:	32.08
202467	10/25/2024	PRTD	2574 AMAZON CAPITAL SERVICES	10/16/2024		102424JR	34.23
					CHECK	202467 TOTAL:	34.23
202468	10/25/2024	PRTD	1747 ANDERSON, KENT	10/17/2024		102424JR	1,894.41
					CHECK	202468 TOTAL:	1,894.41

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE	PO	CHECK RUN	NET
10/10/2024		102424JR	9.00
	CHECK	202469 TOTAL:	9.00
10/09/2024		102424JR	180.00
	CHECK	202470 TOTAL:	180.00
09/18/2024		102424JR	172.72
	CHECK	202471 TOTAL:	172.72
10/17/2024		102424JR	724.48
	CHECK	202472 TOTAL:	724.48
10/17/2024		102424JR	108.72
	CHECK	202473 TOTAL:	108.72
10/01/2024		102424JR	485.98
10/01/2024		102424JR	485.98
	CHECK	202474 TOTAL:	971.96
10/10/2024		102424JR	127.87
10/10/2024		102424JR	15.40
10/10/2024		102424JR	301.57
10/10/2024		102424JR	295.56
10/10/2024		102424JR	111.51
10/10/2024		102424JR	9.26
10/10/2024		102424JR	15.40
10/10/2024		102424JR	9.26
	CHECK	202475 TOTAL:	885.83

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202476	10/25/2024	PRTD	1107 CLEARWATER PUMP & SUPPLY	10/17/2024		102424JR	2.00
					CHECK	202476 TOTAL:	2.00
202477	10/25/2024	PRTD	1435 CONRAD, BERKLEY	10/17/2024		102424JR	136.50
					CHECK	202477 TOTAL:	136.50
202478	10/25/2024	PRTD	1459 CORE & MAIN	10/10/2024		102424JR	325.80
			CORE & MAIN	10/10/2024		102424JR	5,015.84
			CORE & MAIN	10/10/2024		102424JR	4,051.84
					CHECK	202478 TOTAL:	9,393.48
202479	10/25/2024	PRTD	2096 CORNISH, STEVEN	10/17/2024		102424JR	136.50
					CHECK	202479 TOTAL:	136.50
202480	10/25/2024	PRTD	1020 DAKOTA SUPPLY GROUP INC	10/10/2024		102424JR	272.26
			DAKOTA SUPPLY GROUP INC	10/17/2024		102424JR	338.05
					CHECK	202480 TOTAL:	610.31
202481	10/25/2024	PRTD	1626 DIAMOND TRAFFIC PRODUCTS	10/15/2024	338	102424JR	5,752.00
					CHECK	202481 TOTAL:	5,752.00
202482	10/25/2024	PRTD	1033 ENERGY LABORATORIES, INC.	10/15/2024		102424JR	2,530.00
					CHECK	202482 TOTAL:	2,530.00
202483	10/25/2024	PRTD	1079 GEORGE'S DISTRIBUTING	10/23/2024		102424JR	400.06
					CHECK	202483 TOTAL:	400.06
202484	10/25/2024	PRTD	1030 GRAINGER, INC.	10/03/2024		102424JR	48.86
			GRAINGER, INC.	10/03/2024		102424JR	50.31

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE	PO	CHECK RUN	NET
		CHECK 202484 TOTAL:	99.17
202485 10/25/2024	PRTD 1438	GREAT WEST ENGINEERING	10/17/2024 102424JR 3,760.25
		GREAT WEST ENGINEERING	10/17/2024 102424JR 9,608.90
		GREAT WEST ENGINEERING	10/17/2024 102424JR 3,097.25
		CHECK 202485 TOTAL:	16,466.40
202486 10/25/2024	PRTD 1339	HARRINGTON BOTTLING COMPANY	10/16/2024 102424JR 409.65
		CHECK 202486 TOTAL:	409.65
202487 10/25/2024	PRTD 2756	HELENA COMMERCIAL CLEANING SERVICES	10/03/2024 102424JR 2,050.00
		HELENA COMMERCIAL CLEANING SERVICES	10/03/2024 102424JR 2,050.00
		HELENA COMMERCIAL CLEANING SERVICES	10/03/2024 102424JR 2,050.00
		CHECK 202487 TOTAL:	6,150.00
202488 10/25/2024	PRTD 1058	HELENA SAND AND GRAVEL	10/15/2024 598 102424JR 329.12
		CHECK 202488 TOTAL:	329.12
202489 10/25/2024	PRTD 1057	HELENA STAMP WORKS & ENGRAVING	10/10/2024 102424JR 367.50
		CHECK 202489 TOTAL:	367.50
202490 10/25/2024	PRTD 1047	HYDROMETRICS, INC	10/18/2024 715 102424JR 4,197.60
		CHECK 202490 TOTAL:	4,197.60
202491 10/25/2024	PRTD 2301	KEEP COOL CONSULTING	10/15/2024 102424JR 665.00
		CHECK 202491 TOTAL:	665.00
202492 10/25/2024	PRTD 1031	KLJ ENGINEERING LLC	10/17/2024 102424JR 3,840.00
		CHECK 202492 TOTAL:	3,840.00

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202493	10/25/2024	PRTD	1002 INFORMATION TECHNOLOGY & SERVICES	09/25/2024	761	102424JR	336.00
			INFORMATION TECHNOLOGY & SERVICES	10/17/2024	855	102424JR	173.00
			INFORMATION TECHNOLOGY & SERVICES	10/09/2024	853	102424JR	1,730.00
			INFORMATION TECHNOLOGY & SERVICES	10/08/2024	716	102424JR	6,801.66
			INFORMATION TECHNOLOGY & SERVICES	10/21/2024	908	102424JR	9,464.75
			INFORMATION TECHNOLOGY & SERVICES	10/21/2024	908	102424JR	9,464.75
			INFORMATION TECHNOLOGY & SERVICES	10/21/2024	908	102424JR	9,464.75
			INFORMATION TECHNOLOGY & SERVICES	10/21/2024	908	102424JR	9,464.75
				CHECK		202493 TOTAL:	46,899.66
202494	10/25/2024	PRTD	1002 LEWIS & CLARK COUNTY PUBLIC WORKS	10/08/2024		102424JR	968.60
			LEWIS & CLARK COUNTY PUBLIC WORKS	10/15/2024		102424JR	183.84
				CHECK		202494 TOTAL:	1,152.44
202495	10/25/2024	PRTD	2138 LITTLE JOHN'S PORTABLES AND SEPTIC	10/16/2024		102424JR	3,961.00
				CHECK		202495 TOTAL:	3,961.00
202496	10/25/2024	PRTD	1674 MONTANA INTERNET CORPORATION	10/18/2024		102424JR	125.00
				CHECK		202496 TOTAL:	125.00
202497	10/25/2024	PRTD	1063 MONTANA LEAGUE OF CITIES & TOWNS	10/15/2024		102424JR	706.27
				CHECK		202497 TOTAL:	706.27
202498	10/25/2024	PRTD	1118 MURDOCH'S RANCH AND HOME SUPPLY	10/17/2024		102424JR	260.26
			MURDOCH'S RANCH AND HOME SUPPLY	10/17/2024		102424JR	66.99
			MURDOCH'S RANCH AND HOME SUPPLY	10/17/2024		102424JR	63.98
				CHECK		202498 TOTAL:	391.23

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202499	10/25/2024	PRTD	2143 NAPA - HELENA	10/10/2024		102424JR	28.71
			NAPA - HELENA	10/16/2024		102424JR	9.24
				CHECK		202499 TOTAL:	37.95
202500	10/25/2024	PRTD	2447 NAPA-IBS	10/09/2024	901	102424JR	16,772.18
				CHECK		202500 TOTAL:	16,772.18
202501	10/25/2024	PRTD	1473 NASH ELECTRIC	10/17/2024		102424JR	2,240.00
				CHECK		202501 TOTAL:	2,240.00
202502	10/25/2024	PRTD	2392 NATIONAL LAUNDRY CO.	10/15/2024		102424JR	96.73
			NATIONAL LAUNDRY CO.	09/03/2024		102424JR	89.86
			NATIONAL LAUNDRY CO.	10/15/2024		102424JR	89.86
				CHECK		202502 TOTAL:	276.45
202503	10/25/2024	PRTD	1112 NORTHSIDE WELDING & FABRICATION	10/15/2024		102424JR	63,445.58
				CHECK		202503 TOTAL:	63,445.58
202504	10/25/2024	PRTD	1096 NORTHWEST PIPE FITTINGS	10/10/2024		102424JR	1,137.25
			NORTHWEST PIPE FITTINGS	10/10/2024		102424JR	3,806.25
			NORTHWEST PIPE FITTINGS	10/10/2024		102424JR	78,854.00
			NORTHWEST PIPE FITTINGS	10/10/2024		102424JR	-10.72
				CHECK		202504 TOTAL:	83,786.78
202505	10/25/2024	PRTD	1392 O'REILLY AUTO PARTS	10/17/2024		102424JR	64.68
				CHECK		202505 TOTAL:	64.68
202506	10/25/2024	PRTD	999110 BAKER, JENNIFER	10/21/2024		102424JR	12,000.00

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE	PO	CHECK RUN	NET
		CHECK 202506 TOTAL:	12,000.00
202507 10/25/2024	PRTD 999110	SEITZ, BRANDT	10/21/2024 102424JR 5,000.00
		CHECK 202507 TOTAL:	5,000.00
202508 10/25/2024	PRTD 1944	PETERSON, MCLEAN	10/17/2024 102424JR 136.50
		CHECK 202508 TOTAL:	136.50
202509 10/25/2024	PRTD 2524	PINE STALLS	10/18/2024 102424JR 105.00
		CHECK 202509 TOTAL:	105.00
202510 10/25/2024	PRTD 1451	PLATT ELECTRIC SUPPLY	10/17/2024 102424JR 188.23
		CHECK 202510 TOTAL:	188.23
202511 10/25/2024	PRTD 1102	POWER TOWNSEND	10/17/2024 102424JR 8.98
		POWER TOWNSEND	10/17/2024 102424JR 114.99
		POWER TOWNSEND	10/17/2024 102424JR 69.99
		POWER TOWNSEND	10/17/2024 102424JR -69.99
		POWER TOWNSEND	10/17/2024 102424JR 22.80
		CHECK 202511 TOTAL:	146.77
202512 10/25/2024	PRTD 1034	PRECISION EMBROIDERY	10/15/2024 102424JR 306.50
		CHECK 202512 TOTAL:	306.50
202513 10/25/2024	PRTD 1106	ROCK HAND HARDWARE	10/16/2024 102424JR 45.55
		ROCK HAND HARDWARE	10/16/2024 102424JR 8.97
		ROCK HAND HARDWARE	10/16/2024 102424JR 11.99
		ROCK HAND HARDWARE	10/16/2024 102424JR 39.97
		ROCK HAND HARDWARE	10/17/2024 102424JR 39.56
		ROCK HAND HARDWARE	10/08/2024 102424JR 9.59

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE	PO	CHECK RUN	NET
10/09/2024		102424JR	33.98
	CHECK	202513 TOTAL:	189.61
202514 10/25/2024 PRTD	2442	ROCKY MOUNTAIN REFRIGERATION,	10/16/2024 102424JR 384.00
			CHECK 202514 TOTAL: 384.00
202515 10/25/2024 PRTD	1098	ROD TABBERT CONSTRUCTION, INC.	10/18/2024 102424JR 70,983.00
			CHECK 202515 TOTAL: 70,983.00
202516 10/25/2024 PRTD	1538	RULE STEEL TANKS INC	10/18/2024 902 102424JR 48,600.00
		RULE STEEL TANKS INC	10/18/2024 902 102424JR 2,543.00
			CHECK 202516 TOTAL: 51,143.00
202517 10/25/2024 PRTD	1449	S.J. PERRY CO., INC.	10/16/2024 102424JR 40.40
		S.J. PERRY CO., INC.	10/16/2024 102424JR 12.40
			CHECK 202517 TOTAL: 52.80
202518 10/25/2024 PRTD	2152	SEVERSON PRODUCTION	10/09/2024 102424JR 995.00
			CHECK 202518 TOTAL: 995.00
202519 10/25/2024 PRTD	2780	SKECHERS USA	10/16/2024 102424JR 50.29
			CHECK 202519 TOTAL: 50.29
202520 10/25/2024 PRTD	1909	SLEEPING GIANT CITIZENS COUNCIL	10/15/2024 102424JR 1,000.00
			CHECK 202520 TOTAL: 1,000.00
202521 10/25/2024 PRTD	1001	DEPARTMENT OF REVENUE	10/18/2024 102424JR 717.00
			CHECK 202521 TOTAL: 717.00

CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
202522	10/25/2024	PRTD	1001 DEPT OF JUSTICE - DCI	10/17/2024		102424JR	19,758.48
					CHECK	202522 TOTAL:	19,758.48
202523	10/25/2024	PRTD	2396 TAMI CARLSON	10/17/2024		102424JR	10.00
					CHECK	202523 TOTAL:	10.00
202524	10/25/2024	PRTD	2241 THE TO DO LIST	09/24/2024		102424JR	56.00
					CHECK	202524 TOTAL:	56.00
202525	10/25/2024	PRTD	1356 THE UPS STORE 4489	10/17/2024		102424JR	15.11
					CHECK	202525 TOTAL:	15.11
202526	10/25/2024	PRTD	1412 TITLEIST	10/16/2024		102424JR	353.49
			TITLEIST	10/16/2024		102424JR	299.12
					CHECK	202526 TOTAL:	652.61
202527	10/25/2024	PRTD	1272 TRACTOR & EQUIPMENT	10/18/2024	899	102424JR	10,850.00
					CHECK	202527 TOTAL:	10,850.00
202528	10/25/2024	PRTD	2695 TRANE EQUIPMENT SALES & ARMACOST TR	10/03/2024		102424JR	2,361.00
					CHECK	202528 TOTAL:	2,361.00
202529	10/25/2024	PRTD	1218 TUDOR MACHINE INC	10/15/2024		102424JR	2,089.20
					CHECK	202529 TOTAL:	2,089.20
202530	10/25/2024	PRTD	2360 US FOODS, INC.	10/16/2024		102424JR	82.42
			US FOODS, INC.	10/16/2024		102424JR	1,316.96
			US FOODS, INC.	10/16/2024		102424JR	136.19
			US FOODS, INC.	10/16/2024		102424JR	110.63
			US FOODS, INC.	10/16/2024		102424JR	2,398.00

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CASH ACCOUNT: TREA 101000 Cash in Primary Bank Account
 CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO CHECK RUN NET

					CHECK	202530 TOTAL:	4,044.20
202531	10/25/2024	PRTD	1543 USA BLUE BOOK	10/17/2024		102424JR	209.39
					CHECK	202531 TOTAL:	209.39
202532	10/25/2024	PRTD	1013 VAN'S THRIFTWAY	10/16/2024		102424JR	54.96
			VAN'S THRIFTWAY	10/16/2024		102424JR	26.58
			VAN'S THRIFTWAY	10/16/2024		102424JR	16.98
			VAN'S THRIFTWAY	10/16/2024		102424JR	5.95
					CHECK	202532 TOTAL:	104.47
202533	10/25/2024	PRTD	1732 WADDELL, ALEX	10/10/2024		102424JR	39.99
					CHECK	202533 TOTAL:	39.99
202534	10/25/2024	PRTD	1394 WILLIAMS, CARMEN	10/14/2024		102424JR	815.00
					CHECK	202534 TOTAL:	815.00

NUMBER OF CHECKS 82 *** CASH ACCOUNT TOTAL *** 563,184.54

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	81	557,568.54
TOTAL EFT'S	1	5,616.00

*** GRAND TOTAL *** 563,184.54

City of Helena, Montana

**October 9, 2024
Administrative Meeting**

Tim Burton, City Manager

To:

From:

Community Development Director Chris Brink
Clerk of the Commission Dannai Clayborn

Subject:

Tax Increment Finance Board Discussion

Present Situation:

Currently, the City of Helena has two Tax Increment Financing Boards that advise the Commission on the expenditure of TIF dollars collected from three of the established Urban Development Districts (Railroad District and the Downtown Urban Renewal District.) Staff requests the Commission discuss options for the TIF Boards, in an effort to create efficiencies and bring the TIF boards into alignment with the Commission Boards and Committees policies adopted last year.

Background Information:

The City created the urban renewal plan for the Railroad Urban Renewal District in 2015 and the urban renewal plan for the Downtown Urban Renewal District beginning in 2018 (in 2019, the Downtown URD was amended by resolution to include the Rodney Street in the district boundaries.) Advisory committees were created by the Commission to offer recommendations to the Commission regarding the expenditure of Tax Increment Financing dollars associated with these districts. In 2020, the Capital Hill Urban Renewal District was established, adopting the urban renewal plan for the district and included the provision for the tax increment financing. To date, no advisory body has been created for the Capital Hill URD.

Proposal/Objective:

Staff has provided two options for the Commission to discuss:

- 1.) Consolidation: Combining the TIF Boards would provide greater efficiency in the TIF recommendation process. Equal representation would be considered for the three existing districts. In addition, consolidation would also bring the Capital Hill URD into a consistent advisory process as the other districts. The Staff Liaison who currently coordinates with these boards is also the liaison for 10 other advisory bodies. Consolidation would alleviate strains on Staff time.
- 2.) Revision and Recreation: Revising the Railroad and Downtown URD resolutions would bring two boards into alignment with the policies adopted by the Commission in Resolution No. 20856. Retention and recruitment for the TIF boards has proved to be difficult due to the large number of positions and the specificity of the appointments. The recreation of the boards would allow for refinement of the membership and the special designations where available for the membership.

The Capital Hill URD does not currently have a TIF advisory board associated with it. Staff recommendation is to forgo creation of another board. An additional board creates an unsustainable workload for Staff with current resources. The URD's with TIF

designation are not statutorily required to have an advisory board as part of the governing bodies distribution process.

Discussion with the Commission was held at the June 12th, and September 18th, 2024 Administrative Meetings. Commission discussion resulted in a request that Staff consult with the individual TIF boards on the options presented to the Commission and report back. At the September 18th meeting, Staff reported the TIF board members were amenable to the concept of consolidation and posed no major objections, even citing quorum issues for individual boards as a reason to support consolidation.

Advantage:

Choosing an option to modify the TIF boards resolutions will assist Staff in providing consistency in the TIF process and bring the advisory boards into alignment with current Commission policy.

Notable Energy Impact:

n/a

Disadvantage:

Not creating a third TIF board would create an inconsistency in the process for an individual district.

Notice of Public Hearing:

n/a

**Staff Recommendation/
Recommended Motion:**

Move to repeal Resolutions nos. 9967, 10154, 10376, 20374, and 20580 and create a Tax Increment Financing advisory board for the City of Helena.

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

RESOLUTION NO. _____

A RESOLUTION REPEALING RESOLUTIONS NOS. 9967, 10154, 10376, 20374, AND 20580 AND ESTABLISHING A TAX INCREMENT FINANCING ADVISORY BOARD FOR THE CITY OF HELENA

WHEREAS, pursuant to the Helena City Code § 2-6-1, the Helena City Commission may establish various committees to foster and promote the general quality of life within the City;

WHEREAS, pursuant to Mont. Code Ann. §7-15-4828, and Resolution No. 20215, the Helena City Commission established the urban renewal plan for the Railroad Urban Renewal Area;

WHEREAS, the Helena City Commission, in Resolution 20374, called for the re-establishment of the Railroad Urban Renewal Area Tax Increment Financing Advisory Board on August 7, 2017 for the purpose of advising the Helena City Commission on financing redevelopment projects within the Railroad Urban Renewal Area;

WHEREAS, it was re-established in Resolution No. 20374 that it was in the best interest of the City of Helena and the property owners within the Railroad Urban Renewal Area that they be represented on a Tax Increment Financing Advisory Board;

WHEREAS, pursuant to Mont. Code Ann. §7-15-4828, and Ordinance No. 3275, the Helena City Commission established the

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Resol. No.

urban renewal plan for the Downtown Urban Renewal District, including the Rodney Street Study Area;

WHEREAS, the Helena City Commission, in Resolution No. 20580, called for the establishment of the Downtown Urban Renewal Area Tax Increment Financing Advisory Board on November 18, 2019 to assist in the administration of the district;

WHEREAS, it was established in Resolution No. 20580 that it is in the best interest of the City of Helena, the property owners, residents and businesses within the Downtown Urban Renewal District to be represented on the Downtown Urban Renewal Tax Increment Financing Advisory Board;

WHEREAS, pursuant to Mont. Code Ann. §7-15-4828, and Ordinance No. 3285, the Helena City Commission established the urban renewal plan for the Capital Hill Urban Renewal District;

WHEREAS, the Helena City Commission has not yet called for the establishment of an Urban Renewal Area Tax Increment Financing Advisory Board for the Capital Hill Urban Renewal District; and

WHEREAS, it appears to be in the best interest of the City of Helena and its citizens that Resolution Nos. 9967, 10154, 10376, 20374, and 20580, which established the Railroad Urban Renewal

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Resol. No.

Area Tax Increment Financing Advisory Board and Downtown Urban Renewal Tax Increment Financing Advisory Board, respectively, be further amended as set forth below.

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

Section 1. That Resolution Nos. 9967, 10154, 10376, 20374, and 20580, creating the Railroad and Downtown Urban Renewal Area Tax Increment Financing Advisory Boards are hereby repealed.

Section 2. The Helena Urban Renewal Tax Increment Financing Advisory Board is hereby created and has no assigned powers and shall serve only in an advisory capacity to the Helena City Commission. The Advisory Board will provide advice only with respect to the following topics related to the City of Helena's Urban Renewal Areas:

- a) Annual work-plans, reports, evaluations, and budgets;
- b) Allocation of TIF funds for redevelopment projects;
- c) Amendments to the Urban Renewal District Plans; and
- d) Other matters as assigned by the Helena City Commission related to the Urban Renewal Areas.

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Section 3. The Helena Urban Renewal Tax Increment Financing Advisory Board shall be comprised of nine (9) voting members, representing the following interests:

- 1) One (1) owner, or representative of a business, located within each of the Urban Renewal Areas for a total of three (3) owners, or representatives of a business;
- 2) One (1) owner, or representative of an owner of property, located within each of the Urban Renewal Areas for a total of three (3) owners, or representatives of owners of property;
- 3) One (1) at-large member that owns a business, property, or otherwise has a vested interest or presence in each of the Urban Renewal Areas, for a total of three (3) at-large members;
- 4) Additional ex officio, non-voting members may comprise the Helena Urban Renewal Area Tax Increment Financing Advisory Board. Ex officio members shall not be counted as part of the quorum of the body. The ex officio members may be comprised of, but are not limited to:
 - a. Representatives of the various public educational institutions located within the Urban Renewal Areas;

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- b. Representatives of the various art institutions or museums located within the Urban Renewal Areas;
- c. The Executive Director of the Montana Business Assistance Connection or their designee;
- d. The City/County Historic Preservation Officer or their designee;
- e. The Executive Director of the Helena Housing Authority or their designee;
- f. The Executive Director of the Business Improvement District or their designee;
- g. The Director of the Helena Area Chamber of Commerce or their designee.

Section 4. All members shall serve a term of three (3) years; said terms shall initially be staggered as follows:

- a. Two (2) business owners, two (2) property owners, and one (1) at-large member shall serve an initial term of two (2) years;
- b. One (1) business owner, one (1) property owner, and two (2) at-large members shall serve an initial term of three (3) years.

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Section 5. Terms will be limited to two, full, three-year terms. Individuals serving interim terms will be eligible for a first full term upon completion of an interim term.

Section 6. The Helena Urban Renewal Tax Increment Financing Advisory Board shall be staffed and assigned as directed by the City Manager.

Section 7. The Helena City Commission has final expenditure approval of tax increment financing funds, irrespective of whether the Helena Urban Renewal Tax Increment Financing Advisory Board has recommended approval, disapproval, or even reviewed a potential project, cost, or expenditure.

Section 8. This board shall, within three (3) months of the appointment of all members, adopt and follow the approved policies for boards set forth by the Clerk of the Commission as outlined in Resolution No.20856.

Section 9. The Railroad Urban Renewal Area Tax Increment Financing Advisory Board and the Downtown Urban Renewal Area Tax Increment Financing Advisory Board will be eliminated, and this resolution will sunset following the expiration of all of the urban renewal districts having a Tax Increment Financing provision.

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Section 10. Resolutions Nos. 9967, 10154, 10376, 20374, and 20580 are hereby repealed and the previous Tax Increment Financing Boards established by those resolutions are eliminated.

PASSED AND EFFECTIVE BY THE COMMISSION OF THE CITY OF HELENA, MONTANA, THIS _____ DAY OF OCTOBER 7, 2024.

MAYOR

ATTEST:

CLERK OF THE COMMISSION

BY-LAWS

Tax Increment Financing Advisory Board OF THE CITY OF HELENA, MONTANA

Adopted XXX, XX, 202X

ARTICLE I: NAME

The Board's name is the Tax Increment Financing Advisory Board.

ARTICLE II: DEFINITIONS

In these by-laws, the following definitions apply:

- A. Board: The City of Helena Tax Increment Financing Advisory Board established on November 4, 2024 by Resolution No. XXXXX of the City of Helena.
- B. City: City of Helena.
- C. City Commission: The governing body of the City of Helena.
- D. Liaison: City staff specifically designated to support the Board.
- E. MCA: Montana Code Annotated.
- F. Majority Vote: An affirmative vote by more than one half of the members present.
- G. Quorum: The minimum number of Board members present to conduct business shall be a majority of the Board member seats established in the resolution creating the Board. Those members participating online shall be counted as part of the Quorum only if visibly present through video and are able to actively participate in the discussion and voting process.
- H. Staff: Employees of the City .

ARTICLE III: AUTHORITY, POWERS AND DUTIES

Section 1. Authority

The City Commission created the Board on November 4, 2024. The Board is established under the powers and authority of the City of Helena and will conduct its business according to City Resolution No.XXXXXX.

Section 2. Powers and Duties

- A. The Board has all powers and duties vested in it by law and the creating resolution. The Board’s powers and duties are outlined in the creating resolution as well as in the Act. The Board does not advocate before, or on behalf of the City Commission.
- B. Pursuant to City Resolution No.XXXXXXX, the Board will provide advise only with respect to the following topics related to the City of Helena’s Urban Renewal Areas::
 - 1. Annual work-plans, reports, evaluations, and budgets;
 - 2. Allocation of TIF funds for redevelopment projects;
 - 3. Amendments to the Urban Renewal District Plans; and
 - 4. Other matters as assigned by the Helena City Commission related to the Urban Renewal Areas.
- C. The Board does not have financial authority and serves at the pleasure of the City Commission.

ARTICLE IV: MEMBERS, BOARD OFFICERS AND DUTIES

Section 1. Number of Members

The Board consists of nine (9) members, consisting of three (3) members from each URD District. Ex Officio membership is allowed, however members under this designation do not have voting authority and are not counted towards a Quorum of the Board Members are appointed and serve at the pleasure of the City Commission.

Section 2. Resignation

Members can resign by providing written notice to the staff of the City according to the commission appointment. The resignation is effective immediately upon receipt and verification by the City Clerk’s office.

Section 3. Officers

The officers of the Board are a Chair and a Vice Chair. A secretary shall also be appointed which shall be the staff liaison or other staff member as assigned by the Community Development Director.

Section 4. Election of Officers

The Chair and Vice Chair, are elected annually from their membership by majority vote of the Board at the first regular meeting of each calendar year. Staff is responsible for informing the Board of the need to conduct officer votes at the first meeting of each calendar year.

Section 5. Board Chair

The Chair presides over all meetings of the Board. The Chair signs documents and communications on behalf of the Board, decides all points of procedure unless overruled by a majority vote of the Board, and performs other duties described in these by-laws.

Section 6. Board Vice Chair

In the absence of the Chair, the Vice Chair shall serve as Chair and have such responsibility and authority as provided in Section 6 of this Article IV. The Vice Chair shall perform other duties delegated by the Chair.

Section 7. Board Secretary

The Board Secretary shall be the assigned staff liaison or other staff members as assigned by the Community Development Director and have the same duties and responsibilities noted in Article V, Section 8 of these By-Laws.

Section 8. Office Succession

If the office of Chair or Vice Chair becomes vacant, the Board shall elect a new Chair or Vice Chair, as applicable, at its next regular meeting in the manner provided in Section 4 of this Article IV.

Section 9. Officer Absences

If the Chair and Vice Chair are absent from a meeting, the City employee staffing the meeting shall call the meeting to order. A vote shall take place to elect a temporary Chair for the meeting, who must be elected by a majority vote of the Board.

Section 10. Removal of Officers

A motion to remove any officer may be made at any meeting. If a majority of the Board concurs, the removal of the officer shall appear on the agenda of the next regularly scheduled meeting. Removal of an officer shall be effective upon the vote of a two-thirds majority of the Board.

Section 11. Subcommittees

- A. At the call of the Chair, and as voted on and approved by a majority vote of the Board, Urban Renewal Area subcommittees may be assembled to work on any amendment or update to a specific Urban Renewal District Plan as outlined in Section 2 of Resolution #XXXXXX.

- B. The Chair shall designate a subcommittee Chair and Vice Chair.
- C. Meetings of any assembled subcommittee, including location of the subcommittee meeting, must be in alignment to Article V of these By-Laws except that the meeting time of the subcommittee may be called and set by the subcommittee Chair.
- D. After each meeting of the subcommittee, the Chair of that subcommittee must report back to the Board at the next scheduled regular meeting of the Board on any action or recommendation made by the subcommittee.

ARTICLE V: MEETINGS, PUBLIC PARTICIPATION, AND PROCEDURES

Section 1. Board Meetings

- A. The Board shall hold regular meetings on the third Thursday of each month at 10:00am., at the City-County Building, 316 North Park Avenue, Helena, Montana. In person meetings are expected. The option to attend via video and audio capable on-line meeting platforms, as designated by the City Commission, may be given with prior notice to the Chair. The use of online meeting platforms by the Board shall be designated in Commission adopted public participation policies.
- B. Additional meetings may be scheduled as described in these by-laws on an as-needed basis.
- C. When a meeting falls on a City of Helena recognized holiday:
 - 1. City staff will adjust the yearly meeting schedule accordingly prior to the first meeting of the calendar year; or
 - 2. City staff will poll the membership of the Board to set an alternative date.
- D. No meeting shall be convened, or business conducted without a quorum present.

Section 2. Open Meetings

- A. All Board meetings (regular and subcommittee) are open to the public. The Board is subject to and will comply with the appropriate statute pertaining to open meeting laws and the public's right to participate.
- B. All Board meetings shall be recorded via audio and video using the software as determined by the Office of the City Commission. The video recording shall become the official record of the meeting and will comply with the appropriate records retention policy of the City.

- C. All Board meetings must have an agenda, as provided in Section 5 of this article, and will be conducted using Mason's Rules of Order.
- D. Public notification will include the date, time, place and agenda for the meeting. Notification will also include relevant documents to consider with specific agenda items.
- E. Board action is not official unless authorized by a majority vote of the Board.
- F. Action minutes shall be prepared by the Secretary for all meetings. Minutes prepared by the Secretary and approved by the Board shall be official minutes of the Board and shall be kept and available for public inspection.

Section 3. Public Participation & Inspection

- A. Any person may comment or provide testimony on any item on the agenda.
- B. Public comment may be made in writing in addition to or in the alternative to oral comment.
- C. Persons (other than staff) testifying shall provide their name and address for the official public record.
- D. The public shall have an opportunity to address the Board on any item not appearing on the agenda but within the powers and duties of the Board. However, the Board may not act on any matter discussed if the matter is not included on the agenda.

Section 4. Order of Business

All meetings will be conducted in accordance with the following Order of Business:

1. Roll call (determination that a quorum is present).
2. Approval of minutes.
3. Agenda items.
4. Additional public comment on any item not appearing on the agenda but within the powers and duties of the Board.
5. If known, announce the date, time, and location of the next meeting.

Section 5. Agendas

- A. All Board meetings shall have an agenda that follows the Order of Business in Section 4 above.
- B. In consultation with the chair, staff must prepare and distribute an agenda to the Board at least one week before the meeting. Staff must post the agenda on the City website at least seven (7) days prior to the meeting.
- C. Discussion of each agenda item must be conducted in accordance with the following procedure:
 - 1. The Board will hear a report on the agenda item from staff, as applicable.
 - 2. The Board will then hear and receive written or oral comments from the public regarding the agenda item, starting with the applicant.
 - 3. Any person wishing to speak a second time may do so only with the permission of the Chair or with the approval of a majority vote of the Board.
 - 4. The Board, or any member, may at any time question any staff or member of the public about statements, comments, or testimony.
 - 5. After hearing all statements, comments, and testimony, the Chair may close the public comment portion of that agenda item.
 - 6. After closure, and after such discussion as may be appropriate, the Board may move and vote upon a recommendation.

Section 6. Role of Staff

The staff for the Board will:

- A. Prepare minutes summarizing all meetings in a form prescribed by the City Commission.
- B. Assist the Board in administrative tasks and serve as liaison from the Board to the City Commission, City departments, and appropriate City staff.
- D. Prepare Board notifications, correspondence, and agendas:
 - 1. Board notification will include the date, time, place and agenda for the meeting. Notification will also include relevant documents to consider with specific agenda items.

2. Staff will notify each Board member electronically for all meetings and work sessions not less than 48 hours prior to the meeting date.
 3. Correspondence includes preparing, mailing, and filing official correspondence from the Board to the City Commission, or other persons or entities.
 4. Staff will prepare the agenda for each Board meeting.
- E. Provide for staff presentations to the Board.
- F. Assist the Board in the operation of meetings held via online platforms.

Section 9. Decision-making

- A. Board recommendations to the City Commission must be approved by a majority vote of the Board. Any member may make a motion, which must be seconded for further consideration. All voting on motions shall be by roll call vote only.
- B. Voting by proxy is not allowed

ARTICLE VI: LEGAL ASSISTANCE

The Board, by majority vote of the Board, at a regular meeting, may seek or request legal assistance on issues within the Board's jurisdiction from the City Attorney's Office via a recommendation to the City Commission.

ARTICLE VII: MISCELLANEOUS

Section 1. Decorum

In accordance with the State of Montana's open meeting laws and the public's right to participate, the Board shall adhere to any relevant statute, City Code, or City policy regarding public meetings.

No member of the Board shall engage in disruptive or disorderly conduct, including but not limited to threatening, profane, abusive, impertinent, slanderous communications or any other behavior which otherwise impedes the orderly conduct of the meeting. The presiding officer is responsible for maintaining order of the meeting and adhering to relevant City policies. The presiding officer shall ask and member who engages in disruptive or disrespectful behavior to cease such behavior or be removed from the meeting should a member refuse. All conduct in opposition to the rules of decorum shall

be noted by the Secretary in the meeting minutes and notification shall be given in writing by the Chair to the Clerk of the Commission for review and potential further action.

Section 2. Conflict of Interest

Any Board member having a financial or personal interest in any matter before the Board for discussion or vote shall publicly disclose the nature and extent of such interest and, if warranted, recuse and remove himself or herself from the meeting until discussion on the matter has ended and a vote, if any, is taken. In such circumstances, staff shall note in the minutes that a conflict of interest was acknowledged, and whether the Board member was absent during the discussion and voting.

Section 3. Training Requirements

All Board members shall be required to attend one training on Montana open meeting laws. Thereafter, all board members shall attend one training annually provided by the City. Those who are elected to serve as an officer shall be required to complete a rules of parliamentary procedure training.

Section 4. Corrective Action

All Board members serve at the pleasure of the Mayor and Commission. If the Mayor determines member(s) of the Board are not complying with expectations of the Commission, a progressive method of corrective action may be implemented, including but not limited to verbal or written statements, required training, up to removal from the Board at the recommendation of the Mayor and with a majority vote of the Commission.

Section 5. Public Engagement – Social Media

No Board member shall represent themselves in public or stakeholder engagement, including online as an agent of the City or as acting on behalf of the Board or City without the expressed permission of the Commission and in conjunction with City staff. All public outreach and social media posting on behalf of the Board shall be conducted through City staff and in accordance with the City's public engagement and social media policies.

Section 6. Amendments to Bylaws

Additions to the by-laws may be recommended by the Board through a public meeting process. Any additions must be reviewed by Staff and be approved by the City Commission prior to formal adoption by the Board.

Approved on XXX, XX, 202X.

XXXXXXXX, Chair

XXXXXXXX, Vice-Chair

XXXXXXXX, Member

XXXXXXXX, Member

XXXXXXXX, Member

XXXXXXXX, Member

XXXXXXXX, Member

XXXXXXXX, Member

XXXXXXXX, Member



City of Helena

<Board / Committee Name>

Month XX, 20XX - X:00 AM/PM

Zoom Online Meeting; <https://zoom.us/j/XXXXXXXXXX>

<Physical Location (building/address, room number, etc.)>

Call to Order and Roll Call

(00:00:00) The following responded present, in person:

Capitol Hill

Member name

Downtown

Member name

Railroad

Member name

The following members were present via Zoom:

Capitol Hill

Member name

Downtown

Member name

Railroad

Member name

The following members were absent:

Capitol Hill

Member name

Downtown

Member name

Railroad

Member name

Minutes

(00:00:00) A. Meeting Date: Approved/Not approved

(00:00:00) B. Meeting Date: Approved/Not approved

(00:00:00) C. Meeting Date: Approved/Not approved

Updates from City Staff

(00:00:00) A. Agenda Item Language

(00:00:00) Director X presented item A

(00:00:00) Public Attendee X and Representative X discussed...

(00:00:00)

(00:00:00) **B. Agenda Item Language**

(00:00:00)

(00:00:00)

(00:00:00) **C. Agenda Item Language**

(00:00:00) Director X presented item A

(00:00:00) Chairman X asked Director X about...

(00:00:00)

(00:00:00) **D. Agenda Item Language**

Regular Items

(00:00:00) **A. Agenda Item Language**

(00:00:00) Director X presented item A

(00:00:00) Chairman X asked Director X about...

(00:00:00)

(00:00:00) **XXX Made a motion to approve Agenda Item Language. XXX seconded the motion.**

(00:31:28) **XXX** called for a vote. Votes were cast as follows:

Capitol Hill

Carol Doe **Aye**

Peter Doe **Aye**

Bobby Doe **Aye**

Downtown

Sam Doe

Anne Doe

Sharron Doe

Railroad

Harry Doe

Mark Doe

Taylor Doe

The motion carried 6:3.

(00:00:00) **B. Agenda Item Language**

(00:00:00)

(00:00:00)

(00:00:00)

(00:00:00) **XXX Made a motion to approve Agenda Item Language.**
XXX seconded the motion.

(00:31:28) **XXX** called for a vote. Votes were cast as follows:

Capitol Hill

Carol Doe **Aye**

Peter Doe **Aye**

Bobby Doe **Aye**

Downtown

Sam Doe

Anne Doe

Sharron Doe

Railroad

Harry Doe

Mark Doe

Taylor Doe

The motion carried 6:3.

(00:00:00) **C. Agenda Item Language**

(00:00:00) Public Attendee Pluto McDog, Lieutenant Dan, and Representative Goofy discussed the cost versus revenue projections.

(00:00:00)

(00:00:00)

(00:00:00) **XXX Made a motion to approve Agenda Item Language.**
XXX seconded the motion.

(00:31:28) **XXX** called for a vote. Votes were cast as follows:

Capitol Hill

Carol Doe	Aye
Peter Doe	Aye
Bobby Doe	Aye

Downtown

Sam Doe
Anne Doe
Sharron Doe

Railroad

Harry Doe
Mark Doe
Taylor Doe

The motion carried 6:3.

(00:00:00) **D. Agenda Item Language**

(00:00:00) Public Attendee Pluto McDog, Lieutenant Dan, and Representative Goofy discussed the cost versus revenue projections.

(00:00:00)

(00:00:00)

(00:00:00) **XXX Made a motion to approve Agenda Item Language. XXX seconded the motion.**

(00:31:28) **XXX** called for a vote. Votes were cast as follows:

Capitol Hill

Carol Doe	Aye
Peter Doe	Aye
Bobby Doe	Aye

Downtown

Sam Doe
Anne Doe
Sharron Doe

Railroad

Harry Doe

Mark Doe

Taylor Doe

The motion carried 6:3.

Member Communications/Proposals for Next Agenda

(00:00:00)

(00:00:00)

(00:00:00)

(00:00:00)

Public Communications

(00:00:00) Daenerys Targaryen residing at 1234 Westeros Lane expressed a grievance about the White Walkers.

(00:00:00)

(00:00:00)

(00:00:00)

Announcements

(00:00:00)

(00:00:00)

(00:00:00)

(00:00:00)

Adjournment

(00:00:00) There being no further business before the Board, the meeting adjourned at 00:00am/pm.

City of Helena, Montana

10/21/2024

To: Mayor Collins and Helena City Commission

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

Subject: Consider a Resolution amending Resolution No. 20797 by distributing additional Downtown Urban Renewal District Tax Increment Financing funds to the City of Helena's Open Lands, Parks, and Recreation Department, for rehabilitation of the Fire Tower.

Present Situation:

On December 30, 2022, the City of Helena, with support from the Lewis and Clark County Historic Preservation Office, submitted an application for consideration of Downtown Tax Increment Financing in the amount of \$74,650 for rehabilitation of the iconic Fire Tower built in 1874. Following an arson event in 2016, vandalism events, and general age-related degradation, the City and partners intend to “stabilize the structure and restore it with historically-correct materials, thereby protecting public safety and improving visual aesthetics.”

The Fire Tower application was presented to the Downtown Tax Increment Financing Advisory Board on January 12, 2023 and was recommended for full funding approval by a quorum of voting members (7:0). It was subsequently approved by the City Commission for the full funding request for \$74,650 on February 23, 2023 via Resolution 20797.

Since the time of TIF award, the City opened a request for bid for the project on July 19, 2024. At the time of bid closure, the City received one qualified bid from Dick Anderson Construction for \$385,803, with a further 10% contingency added. This bid was accepted by the Commission on September 23, 2024; however, acceptance of this bid created a shortfall of \$99,784. Following acceptance of this bid, the Open Lands, Parks, and Recreation Department have requested an increase in the previously approved Downtown TIF award from \$74,650 to \$174,434 to fully fund the project. The total DTIF funding request now constitutes approximately forty-one percent (41%) of the overall project costs, with all other project funding fully committed. If awarded additional TIF funding, the rehabilitation work will be completed in 2025.

Background Information:

The Downtown Urban Renewal District Plan's intent is to eliminate “blight” and encourage redevelopment in the district using tax increment financing (TIF) as specified by State Law. Under MCA 7-15-4288, costs incurred in connection with “improvement of public improvements or infrastructure [and] publicly owned buildings” are eligible for TIF funding when they clearly serve a public purpose in alignment with the Constitution of the State of Montana. The Fire Tower project aligns with the DURD Plan, which has established goals to (1) “[i]nvest in the public infrastructure needed to attract development” and (2) “[p]romote historic preservation to create a quality and unique experience.” These goals set forth objectives to (1) “[i]nvest in capital improvements needed to improve parks, green space, and recreational facilities in [the] URD;” (2) “[r]etain and address needs of existing city-owned cultural and historic facilities to improve use and function;” (3) “[p]romote historic preservation and context-sensitive design, and avoid demolition;” and (4)

“[c]apitalize on downtown’s historic assets and unique history.” In light of these goals and objectives, the Fire Tower project wholly aligns with the DURD Plan and state statute.

Proposal/Objective:

To grant the City of Helena Open Lands, Parks, and Recreation Department \$99,784 in addition to the previously awarded \$74,650 in Downtown TIF financing, for a total of \$174,434 toward rehabilitation of the Fire Tower.

Advantage:

The Fire Tower is a unique cultural asset, and the symbol of the City. Funding toward this project for rehabilitation, coupled with utilization of a new maintenance manual, will encourage continued structural stability and continued use in a manner consistent with historic preservation guidelines.

Notable Energy Impact:

Renovation activities will help assure the Fire Tower’s longevity, whereas failing to stabilize and rehabilitate the structure will result in continued deterioration. This outcome could result in partial or full demolition, thereby adding to the city’s solid waste stream.

Disadvantage:

N/A

Quasi-Judicial Item:

True

Notice of Public Hearing:

False

**Staff Recommendation/
Recommended Motion:**

Move to approve a Resolution amending Resolution No. 20797 by distributing additional Downtown Urban Renewal District Tax Increment Financing funds to the City of Helena’s Open Lands, Parks, and Recreation Department, for rehabilitation of the Fire Tower.

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

RESOLUTION NO. 20797

A RESOLUTION DISTRIBUTING DOWNTOWN URBAN RENEWAL DISTRICT TAX INCREMENT FINANCING FUNDS TO THE CITY OF HELENA'S OPEN LANDS, PARKS, AND RECREATION DEPARTMENT, FOR REHABILITATION OF THE FIRE TOWER.

WHEREAS, on May 21, 2018, the City Commission adopted Resolution No. 20444 that found the Downtown Urban Renewal District a "blighted area" in need of rehabilitation and/or redevelopment in the interests of public health, safety, morals, and welfare of the residents of the City of Helena;

WHEREAS, on October 29, 2018, the City Commission passed Ordinance No. 3242, which adopted the Downtown Urban Renewal District along with the Downtown Urban Renewal District Plan to guide the redevelopment of the blighted area of the Downtown Urban Renewal District;

WHEREAS, the Downtown Urban Renewal Plan includes goals to (1) "invest in the public infrastructure needed to attract development" and (2) "promote historic preservation to create a quality and unique experience;"

WHEREAS, Ordinance No. 3242 authorized the segregation and application of tax increments received from within the Downtown Urban Renewal District to be used to directly pay for costs of approved urban renewal projects and programs consistent with §7-15-4288, MCA;

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Resol. 20797

WHEREAS, under § 7-15-4288, MCA, costs incurred in connection with "construction and improvement of public improvements or infrastructure, [and] publicly owned buildings" are eligible for tax increment funds;

WHEREAS, the applicant, the City of Helena Open Lands, Parks, and Recreation Department ("Department"), proposes to rehabilitate the publicly-owned, historic Fire Tower structure (the "Project");

WHEREAS, the total cost of the Project is estimated to be two-hundred seventy-eight thousand, seven hundred eighty-nine dollars, fourteen cents (\$278,789.14);

WHEREAS, the Department has requested disbursement of seventy-four thousand, six hundred fifty dollars (\$74,650.00) of Downtown Urban Renewal District tax increment funds for the Project; and

WHEREAS, the Downtown Urban Renewal District Tax Increment Advisory Board recommended approval of tax increment funds for the Project on January 12, 2023.

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

Section 1. The Helena City Commission finds:

RESOLUTIONS OF THE CITY OF HELENA, MONTANA


Resol. 20797

- A. The Project is located within the established boundary of the Downtown 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 Downtown Urban Renewal District Plan.

Section 2. The Department is awarded a grant of seventy-four thousand, six hundred fifty dollars (\$74,650.00), payable from the tax increment financing funds generated to date by the Downtown Urban Renewal District.

PASSED AND EFFECTIVE BY THE COMMISSION OF THE CITY OF HELENA,

MONTANA, THIS 27th DAY OF FEBRUARY, 2023.

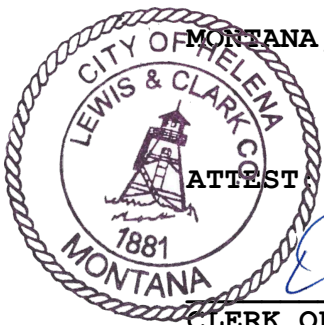


MAYOR

ATTEST



CLERK OF THE COMMISSION



RESOLUTIONS OF THE CITY OF HELENA, MONTANA

RESOLUTION NO. _____

**A RESOLUTION AMENDING RESOLUTION NO. 20797 BY DISTRIBUTING
ADDITIONAL DOWNTOWN URBAN RENEWAL DISTRICT
TAX INCREMENT FINANCING FUNDS TO THE CITY OF HELENA'S OPEN LANDS,
PARKS, AND RECREATION DEPARTMENT, FOR REHABILITATION OF THE FIRE
TOWER**

WHEREAS, on May 21, 2018, the City Commission adopted Resolution No. 20444 that found the Downtown Urban Renewal District a "blighted area" in need of rehabilitation and/or redevelopment in the interests of public health, safety, morals, and welfare of the residents of the City of Helena;

WHEREAS, on October 29, 2018, the City Commission passed Ordinance No. 3242, which adopted the Downtown Urban Renewal District along with the Downtown Urban Renewal District Plan to guide the redevelopment of the blighted area of the Downtown Urban Renewal District;

WHEREAS, the Downtown Urban Renewal Plan includes goals to (1) "invest in the public infrastructure needed to attract development" and (2) "promote historic preservation to create a quality and unique experience;"

WHEREAS, Ordinance No. 3242 authorized the segregation and application of tax increments received from within the Downtown

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Res. No. _____

Urban Renewal District to be used to directly pay for costs of approved urban renewal projects and programs consistent with §7-15-4288, MCA;

WHEREAS, under § 7-15-4288, MCA, costs incurred in connection with "construction and improvement of public improvements or infrastructure, [and] publicly owned buildings" are eligible for tax increment funds;

WHEREAS, the applicant, the City of Helena Open Lands, Parks, and Recreation Department ("Department"), proposes to rehabilitate the publicly-owned, historic Fire Tower structure (the "Project");

WHEREAS, the Downtown Urban Renewal District Tax Increment Advisory Board recommended approval of tax increment funds for the Project on January 12, 2023;

WHEREAS, under Resolution No. 20797 passed on February 27, 2023, the City Commission awarded a grant of seventy-four thousand, six hundred fifty dollars (\$74,650), payable from the tax increment financing funds generated by the Downtown Urban Renewal District;

WHEREAS, the total cost of the Project is now four hundred twenty-four thousand, three hundred eighty-three dollars (\$424,383), inclusive of a construction contingency; and

WHEREAS, the Department requests a further disbursement of

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Res. No. _____

ninety-nine thousand, seven hundred eighty-four dollars (\$99,784) of Downtown Urban Renewal District tax increment funds for the Project for a total request of one hundred seventy-four thousand, four hundred thirty-four dollars (\$174,434) to cover Project cost escalations.

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 Downtown 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 Downtown Urban Renewal District Plan.

Section 2. The Department's grant award is increased to one hundred seventy-four thousand, four hundred thirty-four dollars (\$174,434), payable from the tax increment financing funds generated to date by the Downtown Urban Renewal District.

PASSED AND EFFECTIVE BY THE COMMISSION OF THE CITY OF HELENA, MONTANA, THIS 4th DAY OF NOVEMBER, 2024.

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Res. No. _____

MAYOR

ATTEST :

CLERK OF THE COMMISSION

DRAFT

City of Helena, Montana

10/25/2024

To:

Honorable Mayor Collins and City Commissioners

From:

Tim Burton, City Manager
Christopher Brink, Community Development Director
Michael Alvarez, Planner II

Subject:

Consider a Resolution granting a Conditional Use Permit to allow a General Services use in a R-3 (Residential) zoning district for the property legally described as All of lot 2 and the south 30' of lot 3 in Block 436 of the Allen Addition to the City of Helena, Lewis and Clark County, Montana

Present Situation:

The applicant, Hannah Nixon, Big Lake Psychological Services, is requesting a Conditional Use Permit to allow for a General Services use in an R-3 (Residential) zoning district for the property located at 328 N Rodney Street. The property's current land use is *Residence, Single Dwelling-Unit*.

Background Information:

The property at 328 N Rodney St. currently has the land uses of Residential, single-dwelling unit, and is zoned R-3 (Residential). The building was built in 1910 as a two-story, freestanding, single-dwelling unit and has existed in that capacity until its purchase by the applicant this year. The applicant and property owner have applied for a CUP to allow a General Services use to operate at the property. The Conditional Use Permit will allow the owners to bring the use of General Services into conformity with the zoning district. This is a historic part of the City; however, the building is not located in an historic district.

Proposal/Objective:

The intention is to operate a private outpatient mental health therapy clinic for children and families at the property location.

Advantage:

The use of this property as a business while retaining the scale and appearance of other structures in the neighborhood, fits with the growth policy's designation of the area as *Mixed-Use*. Mixed-use areas are places where people can work, live, and play and learn. New pedestrian facilities will aid in public safety.

Notable Energy Impact:

This business would not be expected to use more energy than if continued to be used as a residence.

Disadvantage:

Neighbors have concerns about traffic impacting pedestrians (specifically children walking to and from school) crossing Rodney St, the potential for idling customers sitting in their cars waiting for appointments, and a worsening of the poor visibility for cars emerging from the adjacent alley.
City staff does not share those concerns.

Quasi-Judicial Item:

True

Notice of Public Hearing:

True

**Staff Recommendation/
Recommended Motion:**

Move to Approve a Resolution granting a Conditional Use Permit to allow a General Services use in a R-3 (Residential) zoning district for the property legally described as All of lot 2 and the south 30' of lot 3 in

Block 436 of the Allen Addition to the City of Helena, Lewis and Clark County, Montana, with the following conditions:

1. A building permit must be obtained within one (1) year bringing the building into compliance with all applicable municipal, state, and federal requirements, and specifically the Americans with Disabilities Act.
2. Sidewalk and drive approaches along 7th Avenue will be replaced to City and Public Right-of-Way Accessibility Guidelines (PROWAG) standards.
3. Off-street parking will be installed per the submitted plan's "option 1" and meet all associated landscaping and screening requirements.
4. All conditions shall be met within one (1) year of CUP approval, as per §11-3-9 of the Helena City Code.



Michael Alvarez, Planner II
Community Development Department
316 North Park Avenue, Room 402
Helena, MT 59623

: Phone: 406-447-8459
: Fax: 406-447-8460
: Email: malvarez@helenamt.gov

helenamt.gov

Date: October 25, 2024

To: Honorable Mayor Collins and City Commissioners

From: Director Brink
Planner Alvarez
Community Development Dept

Subject: Consider a Resolution granting a Conditional Use Permit to allow a General Services use in a R-3 (Residential) zoning district for the property legally described as All of lot 2 and the south 30' of lot 3 in Block 436 of the Allen Addition to the City of Helena, Lewis and Clark County, Montana

Present Situation: The applicant, Hannah Nixon, Big Lake Psychological Services, is requesting a Conditional Use Permit to allow for a General Services use in an R-3 (Residential) zoning district for the property located at 328 N Rodney Street. The property's current land use is *Residence, Single Dwelling-Unit*.

Background Information: The property at 328 N Rodney St. currently has the land uses of Residential, single-dwelling unit, and is zoned R-3 (Residential). The building was built in 1910 as a two-story, freestanding, single-dwelling unit and has existed in that capacity until its purchase by the applicant this year. The applicant and property owner have applied for a CUP to allow a General Services use to operate at the property. The Conditional Use Permit will allow the owners to bring the use of General Services into conformity with the zoning district. This is a historic part of the City; however, the building is not located in an historic district.

Proposal/Objective: The intention is to operate a private outpatient mental health therapy clinic for children and families at the property location.

Advantage: The use of this property as a business while retaining the scale and appearance of other structures in the neighborhood, fits with the growth policy's designation of the area as *Mixed-Use*. Mixed-use areas are places where people can work, live, and play and learn. New pedestrian facilities will aid in public safety.

Notable Energy Impact: This business would not be expected to use more energy than if continued to be used as a residence.

Disadvantage: Neighbors have concerns about traffic impacting pedestrians (specifically children walking to and from school) crossing Rodney St, the potential for idling customers sitting in their cars waiting for appointments, and a worsening of the poor visibility for cars emerging from the adjacent alley.
City staff does not share those concerns.

Regards,
Michael Alvarez, Planner II
Community Development Department
City-County Building
316 N. Park Ave, Rm 402
Helena, MT 59623

STAFF REPORT

328 N Rodney St

General Services Conditional Use Permit

Case# CUP2407-0001

Michael Alvarez
Planner II

Community Development Department
316 North Park Avenue, Room 402
Helena, Montana 59623





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Section 1 - Project Overview

The applicant, Hannah Nixon, Big Lake Psychological Services, is requesting a Conditional Use Permit to allow for a General Services use in an R-3 (Residential) zoning district for the property located at 328 N Rodney Street, legally described as:

All of lot 2 and the south 30' of lot 3 in Block 436 of the Allen Addition to the City of Helena, Lewis and Clark County, Montana.

The intention is to operate a private outpatient mental health therapy clinic for children and families at the property location.

Section 2 - Staff Recommendation

Move to recommend **Approval** of a Resolution granting a Conditional Use Permit to allow a General Services use in a R-3 (Residential) zoning district for the property legally described as All of lot 2 and the south 30' of lot 3 in Block 436 of the Allen Addition to the City of Helena, Lewis and Clark County, Montana, with the following conditions:

1. A building permit must be obtained within one (1) year bringing the building into compliance with all applicable municipal, state, and federal requirements, and specifically the Americans with Disabilities Act.
2. Sidewalk and drive approaches along 7th Avenue will be replaced to City and Public Right-of-Way Accessibility Guidelines (PROWAG) standards.
3. Off-street parking will be installed per the submitted plan's "option 1" and meet all associated landscaping and screening requirements.
4. All conditions shall be met within one (1) year of CUP approval, as per §11-3-9 of the Helena City Code.

Section 3 - General Information

Application Date:	July 23, 2024
Public Hearing Dates:	Zoning Commission – October 08, 2024 City Commission – November 04, 2024
Property Owner:	Hannah Nixon 325 S Hills Rd Clancy, MT 59634
Applicant:	Property Owner
Authorized Representative:	Jolene Lloyd 50 S Park Ave Helena, Mt 59601
Legal Description:	All of lot 2 and the south 30' of lot 3 in Block 436 of the Allen Addition to the City of Helena, Lewis and Clark County, Montana.
General location:	This property is on the northwest corner of the intersection of North Rodney Street and 7th Ave.

Present Land Use:	Residence, single-dwelling unit
Adjacent Land Uses:	North: R-3- Residential (single-dwelling and multiple-dwelling units) South: R-3- Residential (single-dwelling and multiple-dwelling units) East: R-2 - Residential (single-dwelling and multiple-dwelling units) West: R-3- Residential (single-dwelling and multiple-dwelling units)
Tract/Property Size:	Approximately 0.28 acres

2019 Growth Policy Land Use Designation:

Mixed Use– Places where people can work, live, and play and learn. These areas include a variety of complementary and integrated uses such as, but not limited to, all forms of residential; office; light industrial/manufacturing; retail, entertainment or public uses. Development is usually in a denser comprehensive pattern to achieve a unified, functional, efficient, and aesthetically appealing physical setting, and provides opportunities for connectivity, public transportation, and walkability. Mixed-use areas do not use the traditional segregation of uses.

Section 4 - Public Process

- A. Conditional Use Permit applications are filed with the Community Development Department and any required fees must be paid upon submission of an application. The application will then be reviewed by City staff per City Code Section 11-3-2.
- B. The zoning commission shall hold a public hearing and make a recommendation to the city commission per City Code Section 11-3-6.
- D. The city commission shall pass a resolution approving the conditional use, which is effective upon the date of resolution. (Ord. 3097, 4-7-2008; amd. Ord. 3279, 1-13-2020)

This review process as defined by Helena City Code allows for public comment, staff review, and vetting through City departments and appointed and elected boards or committees prior to approval. As part of this process, the Community Development Department sends the application materials to applicable departments for their review and comment. This leads to a full evaluation of potential impacts and helps determine how the proposed conditional use relates to the review criteria.

Public Comment: An integral part of the review process is conducting public hearings and the solicitation of public comment. Comments are welcome throughout the entire process, including during the public hearings. As of June 28, 2024, there have been no comments received regarding the proposed conditional use permit (CUP). Any comments received during and after the hearing conducted by the Zoning Commission will be attached to this report and presented to the City Commission for their review and final decision.

Section 5 – Evaluation

The property at 328 N Rodney St. currently has the land uses of Residential, single-dwelling unit, and is zoned R-3 (Residential). The building was built in 1910 as a two-story, freestanding, single-dwelling unit and has existed in that capacity until its purchase by the applicant this year. The applicant and property owner have applied for a CUP to allow a General Services use to operate at the property. The Conditional Use Permit will allow the owners to bring the use of General Services into conformity with the zoning district. This is a historic part of the City; however, the building is not located in an historic district.

Section 11-3-4 of the Helena Zoning Ordinance includes certain criteria that must be reviewed as part of the conditional use permit procedure.

A. A conditional use permit may be granted by the city commission only upon a finding, supported by substantial credible evidence in the record that the following standards are met:

- 1. The proposed conditional use, as conditioned, will not adversely impact the public health, safety, or general welfare.*
- 2. The proposed conditional use will not adversely impact or impair the peaceful use of existing property or improvements in the vicinity and the zoning district in which the subject property is located.*

B. In considering whether sections §11-3-4(A)(1) and (A)(2) of this chapter have been met, the following factors must be considered in determining the impacts of the proposed conditional use on the abutting properties and the neighborhood:

- 1. Location, character, and natural features of the subject property as it currently exists.*
- 2. Type and size of the proposed structure and improvements and their relative location on the subject property.*
- 3. Historical uses, established use patterns, and recent changes and trends in the neighborhood.*
- 4. Conformity of the proposed use with the neighborhood plan, if one has been adopted.*
- 5. Current and proposed pedestrian, vehicular, and bicycle traffic including ingress and egress, circulation and parking.*
- 6. Whether the use is consistent with the Helena Climate Change Action Plan.*
- 7. Whether the proposal meets the zoning dimensional standards requirements for the zoning district without the need for a variance.*
- 8. Hours of operation.*
- 9. Noise.*
- 10. Glare.*
- 11. Odor.*
- 12. Expressed public opinion related to factors identified above.*

C. The above factors are weighed and evaluated depending on the circumstances of each case. Any one factor may be sufficient to find adverse impacts for the purposes of Section §11-3-4(A)(1) and (A)(2) justifying denial of the permit or placement of special conditions.

EVALUATION

1. *Location, character, and natural features of the subject property as it currently exists.*

Situated at the northwest corner of the Rodney and 7th intersection, the subject property is adjacent to the Helena historic district. It is located a block away from the boundary of the Rodney Street addendum to the Downtown Urban Renewal District (URD). It is bordered by established street trees along 7th Ave and has mature privacy vegetation along the western and northern property lines adjacent to neighbors.

2. *Type and size of the proposed structure and improvements and their relative location on the subject property.*

The existing structure is a freestanding, two-story, single-dwelling residential unit built in 1910. The applicant has no plans for alterations to the exterior of the building or site other than what is required to comply with the Americans with Disabilities Act (ADA) for the proposed use.

3. *Historical uses, established use patterns, and recent changes and trends in the neighborhood.*

The surrounding neighborhood has a diverse housing stock of historic and aging homes that have seen frequent conversion to apartments. Properties in the vicinity range in their date of erection from 1885 to 1960, but the neighborhood is predominantly comprised of turn of the 20th century housing stock.

4. *Conformity of the proposed use with the neighborhood plan, if one has been adopted.*

This area of Helena does not have a neighborhood plan and development is instead guided by the 2019 Growth Policy, which designates this area as Mixed Use. Areas designated Mixed Use are lands intended to be places where people can work, live, and play and learn (see full description on page 3 of this report).

5. *Current and proposed pedestrian, vehicular, and bicycle traffic including ingress and egress, circulation and parking.*

Vehicular and bicycle traffic is accommodated in the existing adjacent rights-of-way: S. Rodney Street and 7th Ave. The estimated trips per day, based on the IT & E trip generation rate for General Office (11.01 trips per 1,000 sq. ft.) and the size of the building, is ~25-26 trips. A freestanding, single-dwelling unit residence (the historical use) would be expected to generate ~9-10 trips per day. The expected trip volume is well below the threshold of 200 trips per day that would require a traffic impact study and it is expected that there would not be a significant impact to the existing street network.

The applicant has provided a site plan labeled "Option 1" that outlines the proposed parking plan. Four of the required seven spaces are to be located on site. There are eight additional on-street parking spaces adjacent to the property, of which three can be used to satisfy the remainder of the parking requirement per §11-22-9A.1. Additional bike parking will be provided on-site.

The property is in a developed neighborhood, with no changes proposed to the subject property, save for modifications for ADA compliance, including new access from the parking lot to the building. There is existing sidewalk along both frontages on N. Rodney St. and 7th Ave. to accommodate pedestrian access. The sidewalk along N. Rodney St. was recently reconstructed by the City to Public Right-of-Way Accessibility Guidelines (PROWAG) standards. The sidewalk along 7th Ave. and the two drive approaches will need to be repaired and brought into PROWAG conformity.

6. *Whether the use is consistent with the Helena Climate Change Action Plan.*

The use of an existing building with minor upgrades allows for minimal environmental impacts compared to the construction of a new structure.

7. *Whether the proposal meets the zoning dimensional standards requirements for the zoning district without the need for a variance.*

An evaluation of the property for compliance with the current zoning requirements of the R-3 zoning districts shows the following conditions:

Design Standard	Zoning Requirement for R-3	Present Condition
Lot Coverage	40% maximum	Approximately 29% (Calculation taken from Montana Cadastral data)
Height	36' maximum	<36'
Front Lot Line Setback (N Rodney St)	10' Minimum	~33.5' to property line
Front Lot Line Setback (7 th Ave)	10' Minimum	21.6'
Setback from alleyway (west)	5' Minimum	-2.4' (encroaches on alley)
Side Lot Line Setback (East)	6' Minimum	~2.3'
Garage door setback	20' Minimum	~55'

No new construction is being proposed and the city is not seeking action on the existing non-conformities with this conditional use permit application as they are grandfathered in.

8. *Hours of operation.*

The hours of operation will be normal business hours (~8am-4pm).

9. *Noise.*

No increases in noise level are expected. The proposed use will be internal to the building and noise levels are anticipated to be similar to current and historic levels.

10. *Glare.*

No new lights will be installed as part of this conditional use. There are no known issues with glare at the property. With the anticipated hours of operation, cars and their associated headlight glare would be expected at the same hours as a residence.

Cars remaining late on-site, particularly in winter months, may shine their lights onto the adjacent properties to the west when moving in and out of parking area. The City requests that the existing vegetation along the western edge of the property be maintained to screen against possible glare there.

11. Odor.

Odors are expected to be minimal, or even reduced on the site, with an expected reduction in the use of the cooking facility on the premises. The subject property is currently served by City of Helena Solid Waste services and the level of solid waste disposal is not expected to increase with a General Services uses.

12. Expressed public opinion related to factors identified above.

As of Thursday, September 26, 2024, no public comments have been collected for this proposal.

Section 6 - Staff Recommendation

The approval of this conditional use in a R-3 zoning district is consistent with the goals and objectives of the 2019 Growth Policy. Those goals are intended to guide City decision making and implement a citizen guided vision for the future of Helena.

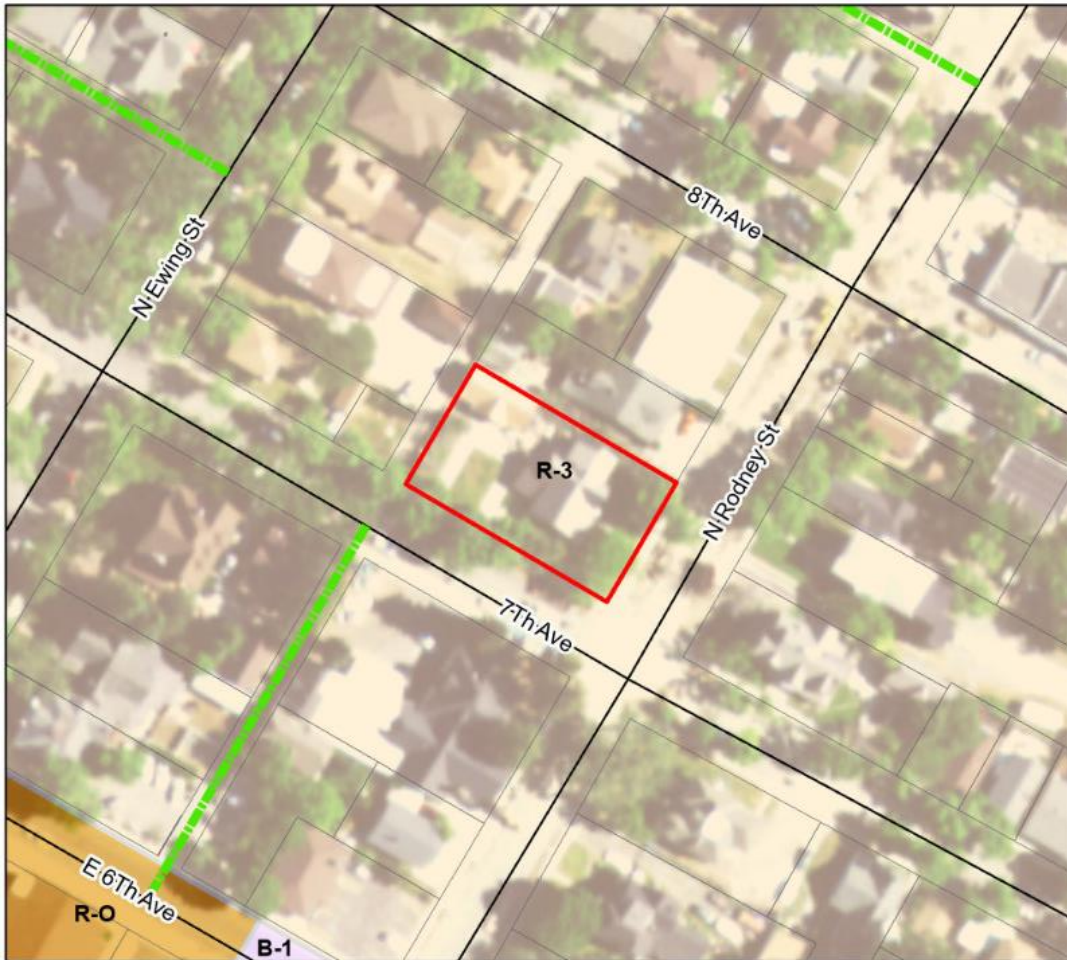
Staff Recommendation:

Move to recommend **Approval** of a Resolution granting a Conditional Use Permit to allow a General Services use in a R-3 (residential) zoning district for the property legally described as All of lot 2 and the south 30' of lot 3 in Block 436 of the Allen Addition to the City of Helena, Lewis and Clark County, Montana, with the following conditions:


1. A building permit must be obtained within one (1) year bringing the building into compliance with all applicable municipal, state, and federal requirements, and specifically the Americans with Disabilities Act.
2. Sidewalk and drive approaches along 7th Avenue will be replaced to City and Public Right-of-Way Accessibility Guidelines (PROWAG) standards.
3. Off-street parking will be installed per the submitted plan's "option 1" and meet all associated landscaping and screening requirements.
4. All conditions shall be met within one (1) year of CUP approval, as per §11-3-9 of the Helena City Code.

Appendix A – Maps

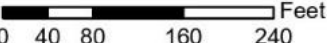

328 N Rodney St Vicinity Map



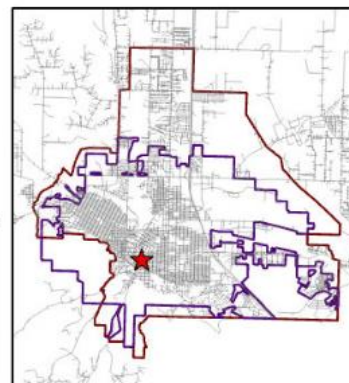
- 328 N Rodney St
- Paved
- Alley
- MT Parcels w Condos
- R-3 Residential District
- R-O Residential Office District
- B-1 Neighborhood Business



Community Development
City/County Building
316 North Park Avenue, Rm. 445
Helena, MT 59623



Legal Description: ALLEN
ADDITION, S30, T10 N, R03
W, BLOCK 436, Lot 2, & S30'
LT 3




328 N Rodney St Zoning Map


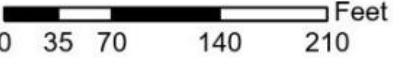


- Urban Standards Boundary
- Helena City Limits
- R-3 Residential District
- R-O Residential Office District
- B-1 Neighborhood Business District
- 328 N Rodney St
- 328 N Rodney St

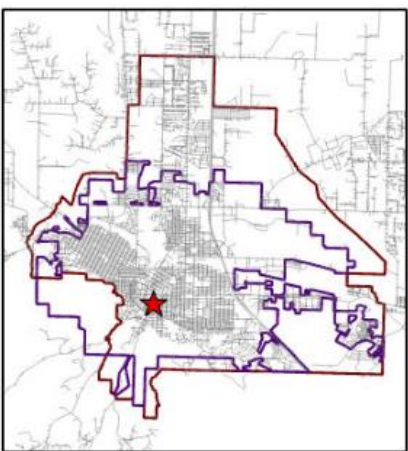
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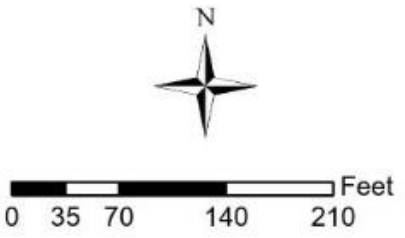
328 N Rodney St Utility Map



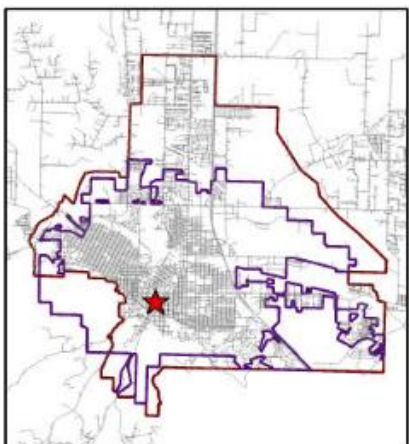
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Community Development
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316 North Park Avenue, Rm. 445
Helena, MT 59623



Legal Description: ALLEN
ADDITION, S30, T10 N, R03
W, BLOCK 436, Lot 2, & S30'
LT 3



Appendix B – Staff Comments



PLAN CORRECTIONS REPORT CUP2407-0001 FOR THE CITY OF HELENA, MONTANA

PLAN ADDRESS: 328 N Rodney St
Helena, MT 59601

PARCEL: 05188830314200000

APPLICATION DATE: 07/23/2024 **SQUARE FEET:** 0.00 **DESCRIPTION:** 328 N Rodney St - Allow Professional Services

EXPIRATION DATE: **VALUATION:** \$0.00

I plan to use the property located at 328 N. Rodney Street, Helena MT to house Big River Psychology. Big River Psychology is a private outpatient mental health therapy clinic for children and families. We are strictly an outpatient mental health clinic and do not offer residential nor crises management services. Because we are a children’s mental health clinic, we do not offer services for addiction nor pain management. We operate between the hours of 8am and 4pm, Monday-Friday and provide a mixture of in-person and telehealth services. Approximately 50% of our services are conducted via telehealth which will result in minimal impact on the community in terms of traffic flow. Furthermore, per city code, we will creating onsite parking spots thereby further mitigating any traffic impact on the neighborhood. Because we conduct much of our business via telehealth, it is anticipated that we will typically not require all of our allocated onsite parking spots. As noted in the 2 offered site plans; by permitting a bike parking area, we can keep the existing granite slab and iron frame around the parking area thereby maintaining the historical integrity and look to the property.

CONTACTS	Name	Company	Address
Authorized Representative	LLOYD KYLE & JOLENE		930 Lodestar Rd Helena, MT 59602
Property Owner	Hannah Nixon	Big Lake Psychological Servies	328 N. Rodney St Helena, MT 59601

Planning Review

REVIEW ITEM	STATUS	REVIEWER
Planning/Zoning v.1 Review conducted by the planning and zoning department	Approved	

zzCB-Conditional Use Review

REVIEW ITEM	STATUS	REVIEWER
Engineering v.1 Review conducted by the engineering department	Approved	Jamie Clark Ph: 406-447-8098 email: jclark@helenamt.gov
Fire v.1 Review by the fire department	Approved	Lou Antonick Ph: 406-447-8497 email: lantonick@helenamt.gov
Legal v.1	In Review	
Planning/Zoning v.1 Review conducted by the planning and zoning department	Approved	
Police v.1 Review conducted by the police department	In Review	
Transportation v.1 Reviews done by the Transportation Department	Approved	Mark Young Ph: 406-447-8099 email: myoung@helenamt.gov
Utility v.1	Approved	Trent Scheuer Ph: 406-457-8578 email: tscheuer@helenamt.gov

PLAN CORRECTIONS REPORT (CUP2407-0001)

CONDITION(S) ELECT - General Condition - The Helena Fire Department does not have any comments for this CUP.

TSD - General Condition - ADA Compliant Sidewalk

Comment: The majority of the existing sidewalk along 7th Avenue is not ADA compliant. This must be brought into compliance with the proposed site improvements.

TSD - General Condition - Drive Approach

Comment: The existing drive approaches on 7th Avenue do not meet City Standards and must be brought into compliance with the sidewalk and site improvements.



**CITY OF HELENA
Zoning Commission
October 8, 2024 – 6:00 PM
Meeting Minutes**

[Recording Available Here](#)

Members Present:

Rebecca Harbage (Chair), Alyssa Sorenson, Betsy Story, Mark Runde (Alternate)

Members Absent:

Nicole Anderson

Staff Present:

Christopher Brink, April Sparks

Call to Order and Roll Call

(0:00:00) Chair Harbage called the meeting to order, roll was taken, and Ms. Anderson was noted as being absent, but a quorum was present.

Regular Items

Item 1

Staff Presentation and Questions for Staff

(0:02:00) Director Brink gave a presentation on the application for a proposed Conditional Use Permit allowing general service use in an R3 zoning district at 328 N Rodney St. Two comments had been received prior to the meeting.

(0:15:00) Chair Harbage asked for clarification on the potential for modifications or alterations to the exterior of the building. Director Brink stated that there would not be anything preventing this in the future. Chair Harbage asked about changes to exterior lighting. Director Brink replied that it would need to comply with existing city code. Ms. Sorenson asked about the estimated trips per day. Director Brink stated that the estimated vehicle trips per day generated by this use are between 23 and 26, but based upon the applicant's proposal it would be more similar to that of a single-family dwelling; approximately 9 vehicle trips per day.

Applicant Presentation and Questions for Applicant

(0:16:55) Hannah Nixon, the applicant, was invited to speak about her proposal. Ms. Nixon explained details about her practice and noted she has a low frequency of patients per day, with a lot of the services she and the other provider in her practice utilizing telehealth services, without hours on evenings, weekends, or in early morning.

(0:17:48) Ms. Nixon was asked about the site plan and potential traffic issues on the alley. She noted that there will not be an entrance from the alley, the entrance and exit will both be onto 7th Ave.

Public Comment

(0:18:15) Public Comment was opened. There were no members of the public present.

Commission Discussion

(0:19:03) There was no discussion by the commission.

Motion

(0:19:23) Ms. Sorenson motioned to recommend approval of a resolution for a Conditional Use Permit for General Services use in a R-3 zoning district for a property legally described as All of Lot 2 & s. 30' of Lot 3, Block 436, of the Allen Addition to the City of Helena, Lewis and Clark County, Montana with the following conditions: the building permit must be obtained within one year, bringing the building into compliance with all applicable municipal, state and federal requirements, specifically the Americans with Disabilities Act; sidewalk and drive approaches along 7th Avenue will be replaced to City and Public Right-of-Way Accessibility Guidelines (PROWAG) standards; Off-street parking will be installed per the submitted plan's "option 1" and meet all associated landscaping and screening requirements, and; All conditions shall be met within one year of CUP approval, as per §11-3-9 of the Helena City Code. Ms. Story seconded the motion.

(0:20:39) Chair Harbage stating that this sounds like a low-impact use, and it appears to complement the neighborhood, noting her appreciation for the comments about walkability, which is a desirable trait in a mixed-use area, and ultimately seems an appropriate use for this historic neighborhood. Both Ms. Story and Mr. Runde concurred with these comments.

(0:22:06) A voice vote was called. The motion passed unanimously (4:0).

Minutes

(0:23:10) Minutes from the August 2024 meeting were approved.

General Public Comment

(0:23:25) There was no public comment.

Member Communications / Proposals for next Agenda

(0:23:45) It was noted that with Kim Wilson terming off of the Commission, there was a need to elect a new Vice-Chair and that it would be put on the next agenda for the Commission. Staff announced that there was nothing to bring forward to them in November, and the next scheduled meeting would be December as long as a quorum is available. Staff also made an announcement about Board training later in October.

Adjournment

(0:25:53) The meeting was adjourned.



Michael Alvarez, Planner II
Community Development Department
316 North Park Avenue, Rm. 445
Helena, MT 59623

: Phone: 406-447-8459
: Fax: 406-447-8460
: Email: malvarez@helenamt.gov

helenamt.gov

September 20, 2024

TO WHOM IT MAY CONCERN: A land use change is being proposed in your area. Please review the enclosed description, and vicinity map. You may respond to the proposal at the public hearing or submit written comments prior to the October 08, 2024 Zoning Commission public hearing to the City Planning Division, 316 North Park, Helena MT 59623.

The Helena Zoning Commission will hold a public hearing on the CUP request on **Tuesday, October 08, 2024 at 6:00 p. m. in person at the City-County Boulding, 316 N Park Ave., Commission Chambers, Rm 330**, and via Zoom at **<https://us06web.zoom.us/j/92989300533>**, Meeting ID: 929 8930 0533.

Interested parties are encouraged to attend this meeting. We may not be able to reach all who may be interested in this application, and we encourage you to talk to your neighbors about this proposal.

PROPOSAL:

To make a recommendation on a resolution for a Conditional Use Permit for a General Services use in an R-3 zoning district for property legally described as All of Lot 2 & S. 30' of Lot 3, Block 436, of the Allen Addition to the City of Helena, Lewis and Clark County, Montana.

ADDRESS:

This property is located at 328 N Rodney Street.

GENERALLY LOCATED:

This property is on the northwest corner of the intersection of N Rodney St and 7th Ave..

If you have questions concerning the proposed change, please contact Michael Alvarez in the City Planning Division of the Community Development Department at 447-8459.

Sincerely,

Michael Alvarez, Planner II



Michael Alvarez, Planner II
Community Development Department
316 North Park Avenue, Rm. 445
Helena, MT 59623

: Phone: 406-447-8459
: Fax: 406-447-8460
: Email: malvarez@helenamt.gov

helenamt.gov

October 16, 2024

TO WHOM IT MAY CONCERN: You were previously notified that a land use change is being proposed in your area. The below item was heard by the Helena Zoning Commission and received a recommendation of approval. It will now be heard by the Helena City Commission.

Please review the enclosed description, and vicinity map. You may respond to the proposal at the public hearing or submit written comments prior to the November 04, 2024 City Commission public hearing to the City Planning Division, 316 North Park, Helena MT 59623.

The Helena City Commission will hold a public hearing on the CUP request on **Monday, November 04, 2024 at 6:00 p. m. in person at the City-County Boulding, 316 N Park Ave., Commission Chambers, Rm 330**, and via Zoom at <https://us06web.zoom.us/j/89434066665>, Meeting ID: 894 3406 6665.

Interested parties are encouraged to attend this meeting. We may not be able to reach all who may be interested in this application, and we encourage you to talk to your neighbors about this proposal.

PROPOSAL:

To make a recommendation on a resolution for a Conditional Use Permit for a General Services use in an R-3 zoning district for property legally described as All of Lot 2 & S. 30' of Lot 3, Block 436, of the Allen Addition to the City of Helena, Lewis and Clark County, Montana.

APPLICANT'S DESCRIPTION:

Big River Psychology is a private outpatient mental health therapy clinic for children and families. We are strictly an outpatient mental health clinic and do not offer residential nor crises management services. Because we are a children's mental health clinic, we do not offer services for addiction nor pain management."

ADDRESS:

This property is located at 328 N Rodney Street.

GENERALLY LOCATED:

This property is on the northwest corner of the intersection of N Rodney St and 7th Ave.

If you have questions concerning the proposed change, please contact Michael Alvarez in the City Planning Division of the Community Development Department at 447-8459.

Sincerely,

Michael Alvarez, Planner II



PLAN CORRECTIONS REPORT CUP2407-0001 FOR THE CITY OF HELENA, MONTANA

PLAN ADDRESS: 328 N Rodney St
Helena, MT 59601

PARCEL: 05188830314200000

APPLICATION DATE: 07/23/2024

SQUARE FEET: 0.00

DESCRIPTION: 328 N Rodney St - Allow Professional Services

EXPIRATION DATE:

VALUATION: \$0.00

I plan to use the property located at 328 N. Rodney Street, Helena MT to house Big River Psychology. Big River Psychology is a private outpatient mental health therapy clinic for children and families. We are strictly an outpatient mental health clinic and do not offer residential nor crises management services. Because we are a children's mental health clinic, we do not offer services for addiction nor pain management. We operate between the hours of 8am and 4pm, Monday-Friday and provide a mixture of in-person and telehealth services. Approximately 50% of our services are conducted via telehealth which will result in minimal impact on the community in terms of traffic flow. Furthermore, per city code, we will be creating onsite parking spots thereby further mitigating any traffic impact on the neighborhood. Because we conduct much of our business via telehealth, it is anticipated that we will typically not require all of our allocated onsite parking spots. As noted in the 2 offered site plans; by permitting a bike parking area, we can keep the existing granite slab and iron frame around the parking area thereby maintaining the historical integrity and look to the property.

CONTACTS

	Name	Company	Address
Authorized Representative	LLOYD KYLE & JOLENE		930 Lodestar Rd Helena, MT 59602
Property Owner	Hannah Nixon	Big Lake Psychological Services	328 N. Rodney St Helena, MT 59601

Planning Review

REVIEW ITEM	STATUS	REVIEWER
Planning/Zoning v.1 Review conducted by the planning and zoning department	Approved	

zzCB-Conditional Use Review

REVIEW ITEM	STATUS	REVIEWER
Engineering v.1 Review conducted by the engineering department	Approved	Jamie Clark Ph: 406-447-8098 email: jclark@helenamt.gov
Fire v.1 Review by the fire department	Approved	Lou Antonick Ph: 406-447-8497 email: lantonick@helenamt.gov
Legal v.1	In Review	
Planning/Zoning v.1 Review conducted by the planning and zoning department	Approved	
Police v.1 Review conducted by the police department	In Review	
Transportation v.1 Reviews done by the Transportation Department	Approved	Mark Young Ph: 406-447-8099 email: myoung@helenamt.gov
Utility v.1	Approved	Trent Scheuer Ph: 406-457-8578 email: tscheuer@helenamt.gov

PLAN CORRECTIONS REPORT (CUP2407-0001)

CONDITION(S) ELECT - General Condition - The Helena Fire Department does not have any comments for this CUP.

TSD - General Condition - ADA Compliant Sidewalk

Comment: The majority of the existing sidewalk along 7th Avenue is not ADA compliant. This must be brought into compliance with the proposed site improvements.

TSD - General Condition - Drive Approach

Comment: The existing drive approaches on 7th Avenue do not meet City Standards and must be brought into compliance with the sidewalk and site improvements.

Independent Record

AFFIDAVIT OF PUBLICATION

See Proof on Next Page

Helena Independent Record
2222 N. Washington St
Helena, Montana 59602
(123) 456-7890

State of Florida, County of Duval, ss:

Rebecca Bikul, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Helena Independent Record, a newspaper of general circulation published that is a "legal newspaper" as that is published daily in the City of Helena, in the County of Lewis and Clark, State of Montana, and has charge of the Advertisements thereof.

If this certification is 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 \$36.00 , 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 or credit has not been received.

PUBLICATION DATES: September. 21 2024

NOTICE ID: D2sPgSuY1XpdKSwAzqSa

PUBLISHER ID: COL-MT-200605

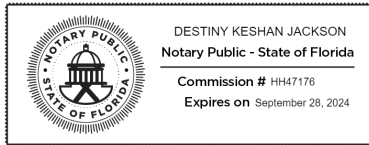
NOTICE NAME: CUP2407-0001

Publication Fee: \$36.00

(Signed) Rebecca Bikul

VERIFICATION

State of Florida
County of Duval



Subscribed in my presence and sworn to before me on this: 09/23/2024

Destiny K. Jackson

Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

The Helena Zoning Commission will hold a public hearing on **Tuesday, October 8, 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 make a recommendation on a resolution for a Conditional Use Permit for a General Services use in an R-3 zoning district for property legally described as All of Lot 2 & S. 30' of Lot 3, Block 436, of the Allen Addition to the City of Helena, Lewis and Clark County, Montana.

ADDRESS:

This property is located at 328 N Rodney Street and is generally located on the northwest corner of the intersection of N Rodney St and 7th Ave.

This meeting can be accessed via the online meeting platform Zoom at:

<https://us06web.zoom.us/j/92989300533>

Meeting ID: 929 8930 0533

Dial in at (253) 215-8782 (Tacoma), or (346) 248-7799 (Houston), or find your local number at: <https://us06web.zoom.us/j/92989300533>

For further information on this proposal, please contact Michael Alvarez with the Community Development Department located in the City-County Building, 316 N. Park Avenue, Room 445, Helena, MT 59623 or by calling (406) 447-8459.

Rebecca Harbage
Zoning Commission Chair

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.

September 21, 2024 COL-MT-200605 **MNAXLP**

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

RESOLUTION NO. _____

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO ALLOW A
GENERAL SERVICES USE IN AN R-3 (RESIDENTIAL) ZONING DISTRICT IN
THE CITY OF HELENA, MONTANA.**

WHEREAS, the Helena City Commission has before it a request to grant a conditional use permit to allow a General Services use in the R-3 (residential) Zoning District for a property legally described as All of Lot 2 & S. 30' of Lot 3, Block 436, of the Allen Addition to the City of Helena, Lewis and Clark County, Montana;

WHEREAS, the Zoning Commission of the City of Helena, Montana, held a scheduled public hearing on the conditional use permit application related to the above-mentioned property on October 08, 2024, to gather facts and information from all interested parties as contemplated by Helena City Code § 11-3-6;

WHEREAS, the Zoning Commission has recommended that the Helena City Commission approve the conditional use permit subject to the following conditions;

1. A building permit must be obtained within one (1) year bringing the building into compliance with all applicable

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Res. No. _____

municipal, state, and federal requirements, and specifically the Americans with Disabilities Act.

2. Sidewalk and drive approaches along 7th Avenue will be replaced to City and Public Right-of-Way Accessibility Guidelines (PROWAG) standards.

3. Off-street parking will be installed per the submitted plan's "option 1", and shown on Exhibit 1, and meet all associated landscaping and screening requirements.

4. All conditions shall be met within one (1) year of CUP approval, as per §11-3-9 of the Helena City Code.

WHEREAS, a public hearing was held on November 04, 2024, in the Commission Chambers at 316 North Park Avenue in Helena, Montana, at 6:00 P.M. and via Zoom Meeting at webinar ID: <https://us06web.zoom.us/j/89434066665> as contemplated by Helena City Code § 11-3-7; and

WHEREAS, the City Commission has considered the information contained in the application, the information presented at said public hearing, the Zoning Commission's recommendation, and whether the proposed conditional use meets the requirements of Helena City Code § 11-3-4A1 and A2, by weighing and balancing the following factors, as set forth in Helena City Code § 11-3-4B:

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Res. No. _____

1. Location, character, and natural features of the subject property as it currently exists;
2. Type and size of the proposed structure and improvements and their relative location on the subject property;
3. Historical uses, established use patterns, and recent changes and trends in the neighborhood;
4. Conformity of the proposed use with the neighborhood plan, if one has been adopted;
5. Current and proposed pedestrian, vehicular, and bicycle traffic including ingress and egress, circulation, and parking;
6. Whether the use is consistent with the Helena Climate Change Action Plan;
7. Whether the proposal meets the zoning dimensional standards requirements for the zoning district without the need for a variance;
8. Hours of operation;
9. Noise;
10. Glare;
11. Odor; and
12. Expressed public opinion related to factors identified above.

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Res. No. _____

WHEREAS, based on its consideration of all those matters, the Helena City Commission hereby specifically finds as follows:

1. That public hearings have been held by the Zoning Commission and the City Commission after required legal notice has been given, and the public has been given an opportunity to be heard on the matter;

2. That the proposed conditional use, as conditioned, will not adversely impact public health, safety, or general welfare; and

3. That the proposed conditional use, as conditioned, will not adversely impact the peaceful use of existing property or improvements in the vicinity and the zoning district in which the subject property is located.

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

Section 1. a conditional use permit is hereby granted to allow a general services use in the R-3 (residential) Zoning District for a property legally described as All of Lot 2 & S. 30' of Lot 3, Block 436, of the Allen Addition to the City of Helena, Lewis and Clark County, Montana:

1. A building permit must be obtained within one (1) year

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Res. No. _____

bringing the building into compliance with all applicable municipal, state, and federal requirements, and specifically the Americans with Disabilities Act.

2. Sidewalk and drive approaches along 7th Avenue will be replaced to City and Public Right-of-Way Accessibility Guidelines (PROWAG) standards.

3. Off-street parking will be installed per the submitted plan's "option 1", and shown on Exhibit 1, and meet all associated landscaping and screening requirements.

4. All conditions shall be met within one (1) year of CUP approval, as per §11-3-9 of the Helena City Code.

Section 2. City Commission may reconsider the granting of this conditional use permit or place additional conditions if the City becomes aware that the circumstances on the property have changed with respect to the 11-3-4B factors to the extent that they would change the City Commission's findings required by 11-3-4A.

**PASSED AND EFFECTIVE BY THE COMMISSION OF THE CITY OF HELENA,
MONTANA, THIS 4th DAY OF NOVEMBER, 2024.**

MAYOR

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Res. No. _____

ATTEST:

CLERK OF THE COMMISSION

DRAFT

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Res. No. _____

Exhibit 1

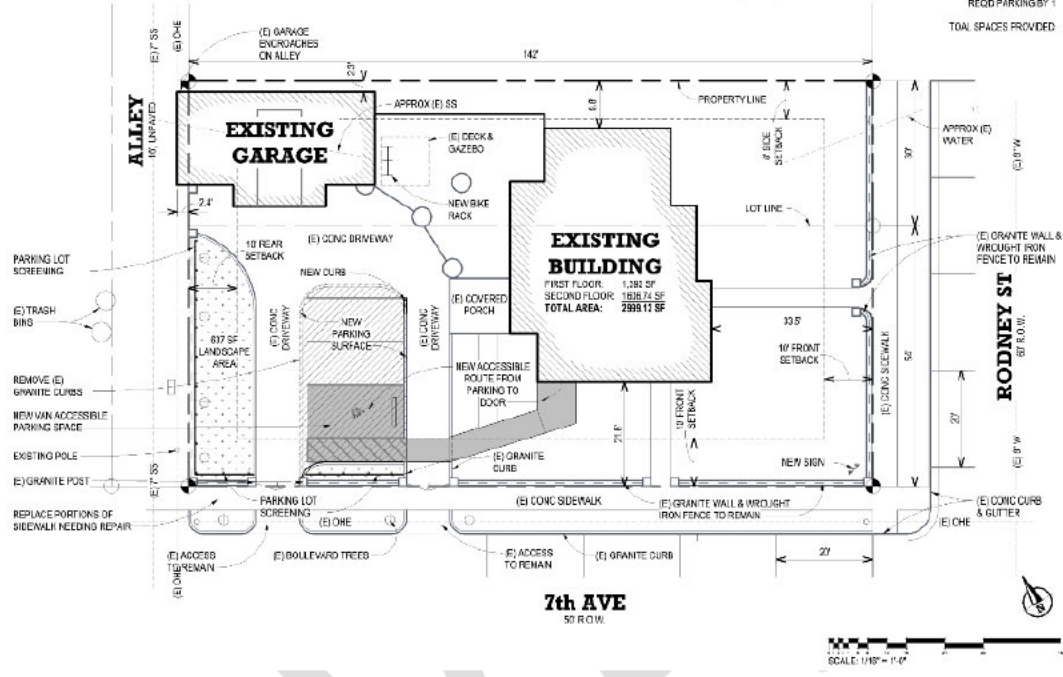
LEGAL DESCRIPTION:
ALLEN ADDITION, S36, T10 N, R01 W, BLOCK 135, Lot 2, & 330 / L.T. 3

LOT COVERAGE:
EXISTING BUILDING: 1,392 SF
EXISTING GARAGE: 375 SF
TOTAL AREA: 2,267 SF

LOT SIZE:
11,928 SF
COVERAGE = 2,267 / 11,928 = .19 = 19%

PARKING:
EXISTING BUILDING AREA: 2,099.12 SF
GENERAL PROFESSIONAL SERVICES: 3 SPACES / 1,000 SF
REQUIRED PARKING: 2999.12 x 0.1000 = 12.33 = 9 SPACES REQ'D
NO BIKE SPACES REQ'D
2 BIKE SPACES REDUCES REQ'D PARKING BY 1 8 SPACES REQ'D
TOTAL SPACES PROVIDED: 4+ ON STREET
3 OFF-STREET
1,000 ACC.
6 SPACES PROVIDED

6/6/24



328 RODNEY ST, HELENA, MT
SITE PLAN - OPTION 1

CWG Architecture
Interior
859 Power St
P.O. Box 1196
Helena, MT 59624
cwg@cwg-architects.com
406.448.2340
© 2023 Crossman-Whitney-Grimm, Inc.

DR

Independent Record

AFFIDAVIT OF PUBLICATION

See Proof on Next Page

Helena Independent Record
2222 N. Washington St
Helena, Montana 59602
(123) 456-7890

State of Pennsylvania, County of Lancaster, ss:

Yuade Moore, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Helena Independent Record, a newspaper of general circulation published that is a "legal newspaper" as that is published daily in the City of Helena, in the County of Lewis and Clark, State of Montana, and has charge of the Advertisements thereof.

If this certification is 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 \$36.00 , 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 or credit has not been received.

PUBLICATION DATES: October. 19 2024

NOTICE ID: 3GX9bFYhW3tGXvZ4dhPB

PUBLISHER ID: COL-MT-200673

NOTICE NAME: CUP2407-0001 City Commission legal ad

Publication Fee: \$36.00

(Signed) Yuade Moore

VERIFICATION

State of Pennsylvania
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 10/21/2024

Nicole Burkholder

Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

The Helena City Commission will hold a public hearing on **Monday, November 4, 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 resolution for a Conditional Use Permit for a General Services use in an R-3 zoning district for property legally described as All of Lot 2 & S. 30' of Lot 3, Block 436, of the Allen Addition to the City of Helena, Lewis and Clark County, Montana.**

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Meeting ID: 894 34066665

Dial in at (253) 215-8782 (Tacoma), or (346) 248-7799 (Houston), or find your local number at: <https://us06web.zoom.us/j/89434066665>

For further information on this proposal, please contact Michael Alvarez with the Community Development Department located in the City-County Building, 316 N. Park Avenue, Room 445, Helena, MT 59623 or by calling (406) 447-8459.

Dannai Clayborn

Clerk of the City Commission

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October 19, 2024 COL-MT-200673 MNAXLP

Nancy Ewer
321 8th Ave
Helena MT 59601
nanlingo@gmail.com

October 4, 2024

City of Helena Zoning
316 Park Ave
Helena MT

RE: CUP2407-0001

I reside in my home at 321 8th Avenue, Helena.

My property lies due north of the proposed office and proposed altered on-site parking. My south backyard butts up to the property directly north of the proposed office site. My backyard is separated from the proposed site only by my south neighbor's (336 Rodney) backyard and two low fences. My yard and south windows face the proposed site change through a viewshed (and noise pathway) through to 7th Avenue.

Increased activity on the proposed site may directly affect both my privacy and noise levels. I do not wish to be subjected to potential revving engines, idling engines to keep warm in the winter, nor smokers, guardians, customers or family who may be adding impactful activity to the immediate office area.

Potential increased auto traffic on my alley is also a concern. The alley extends from 6th Ave to 8th Ave and is crossed by numerous pedestrians enroute to Central School. Many young children are unaccompanied and many are obviously kindergarteners. They skip and scoot and bike and run across this alley on 7th and 8th, particularly on 8th, with the blinking yellow school crossing light two doors east.

Additionally, garages and parking pads along a portion of the alley are set only a few feet from the alley centerline requiring that residents leaving by auto must near-blindly back out into the alley.

Between the *current* levels of both auto traffic, dog walkers, and pedestrian crossings of the alley, I am very concerned that increased activity at 328 Rodney, all accessing at 7th Ave, (not Rodney) and persons choosing to access the alley, will result in a much higher potential for both blind spot issues, bad driving, alley erosion, and a lack of yielding to pedestrians.

I hope my concerns will merit detailed analysis.

Sincerely,



Nancy Ewer

October 4, 2024

Helena Zoning Commission

RE: Request for Conditional Use Permit for property located at 328 N. Rodney Street

Dear Commissioners,

I oppose the request for the conditional use permit for 328 N. Rodney.

8th avenue is a major child conduit to Central School from east to west. The city recognized this by installing at the corner of Rodney and 8th Ave an on-demand pedestrian crossing light signal.

Daily many children, some very young and unaccompanied, walk west past my house (321 8th) to school. Many cross the alley running perpendicular starting from 6th onto 8th. The view from the alley onto 8th Avenue is partially obstructed by a fence. Currently this alley has almost no vehicle use. I believe regular users such as my neighbors and the occasional utility vehicles understand that entering onto 8th avenue from this alley crosses a busy sidewalk used especially by children. Adding a new and continually changing set of drivers as a result of a new psychologist office would result in more alley traffic by those likely unfamiliar with heavy pedestrian use on 8th.

My neighborhood, developed well before building setbacks were required, has garages that are only mere inches from the alley. My garage, however, is set back 12 feet. Driving from 7th to 8th on the alley, my neighbor's garage blocks seeing my garage. Knowing that new and potentially unwary drivers may be using the alley would create a new stress when I exit my driveway.

The backyard of 328 Rodney has a horseshoe-configured driveway conducive for multiple vehicle parking and is visible from my backyard. I certainly never anticipated having a commercial parking lot less than 75 feet from my property. People would likely wait in their cars so I would likely suffer from exhaust fumes and noise from vehicles idling there during the colder months. My property's value would likely be reduced.

The proposed zoning change may set a precedence for additional commercial or professional use in what is now a rental and single family neighborhood. I oppose this precedence.

Please reject the application for a CUP at 328 N. Rodney.

Sincerely,



David Ewer
321 8th Avenue
Helena