



# City of Helena

CITY OF HELENA

City Commission Meeting

December 9, 2024 - 6:00 PM

City - County Building Room 330 / Zoom Online Meeting; <https://us06web.zoom.us/j/83038026061>

1. **Call to Order and Roll Call**
2. **Pledge of Allegiance**
3. **Minutes**
  - A. 10-30-24 Admin Meeting
  - B. 11-13-24 Admin Meeting
  - C. 11-18-24 Commission Meeting
4. **Board Appointments**
  - A. Board Appointments: ADA Compliance Committee, Business Improvement District, Citizens Conservation Board, Lewis & Clark Library Board, City Planning Commission, Helena Public Art Committee, Tourism Business Improvement District
5. **Consent Agenda**
  - A. Claims
  - B. Agreement for the Lease of City Conduit
  - C. Approval of a Resolution amending Resolution #20917 passed on the 17th of June 2024 declaring various vehicles owned by the City of Helena to be surplus property and authorizing the City Manager to dispose of that property.
6. **Bid Award**
  - A. Bid Purchase Award for Wastewater Treatment Plant Condensing Boiler System Project #24-20
7. **Communication/Proposals from Commissioners**
8. **Report of the City Attorney**
9. **Report of the City Manager**
10. **Communications from the Helena Citizens Council**
11. **Regular Items**
  - A. Consider adopting the Strategic Plan Implementation Strategies
  - B. Consider Enlargement of Water and Sewer Service Area for 850 Sparta Street legally described as S36, T10 N, R04 W, MS 4874, SWNESE, GOV LT 7 LESS COS'S 393667, 334396, 546944.
  - C. Consider Settlement Agreement to resolve RGB, et al., v. City of Helena lawsuit (street assessments case)
12. **Public Communications**
13. **Adjournment**

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

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



**City Commission Administrative Meeting  
October 30, 2024 – 4:00 PM**

**Zoom Online Meeting; <https://us06web.zoom.us/j/86447383114>  
City County Building, 316 N. Park Ave., Room 326**

**Time & Place**

A City Commission Administrative meeting was held Wednesday, October 30, 2024 at 4:00 p.m. via Zoom Online Meeting ID: <https://us06web.zoom.us/j/86447383114> and physically in the City County Building, Room 326.

**Call to Work Session, Introductions**

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

**In Person**

City Attorney Dockter  
City Manager Burton  
Commissioner Shirliff  
Commissioner Logan  
Commissioner Reed  
Mayor Collins

**Via Zoom**

Commissioner Dean (arrived late)

**Commission Comments, Questions**

**(00:00:56)** There were no comments or questions from Commissioners.

**Board Appointment Review**

**A. Board Appointment Review: Helena BID, Golf Advisory Board, Helena Tourism BID, Zoning Commission**

**(00:01:00)** Mayor Collins presented Item A.

**Recommendations from the Helena Citizens Council**

**(00:02:13)** HCC Representative Bob Schalk discussed recent and upcoming meeting agenda items.

**(00:03:50)** Commissioner Reed asked HCC Chairperson Kuiper for more information about grants regarding the school district.

**(00:04:35)** Mayor Collins asked Manager Burton about a letter of support. Consensus was reached.



## Report of the City Manager

(00:06:00) City Manager Burton had nothing to report.

## Presentations

### A. Helena Public Art Committee Annual Report

(00:06:12) Facilities Director Sampson, HPAC Chairperson Reese, and Vice Chairperson Hay presented Item A.

(00:20:55) Commissioner Logan recommended communication between HPAC and an existing group to advocate for a project.

(00:21:32) Commissioner Reed expressed support for a public art ordinance and requested more information about similar ordinances in other municipalities.

(00:22:12) Commissioner Dean expressed support for projects and thanked the Committee.

(00:23:05) Commissioner Shirliff expressed support for projects.

(00:23:54) Mayor Collins thanked the Committee.

### B. Strategic Plan Implementation Strategy Presentation

(00:25:25) Public Information Officer Garcin presented Item B.

(00:34:38) Manager Burton discussed additional updates and next steps.

(00:35:16) Commissioner Reed requested a conduit for public engagement opportunities.

(00:36:22) Manager Burton thanked PIO Garcin for his work.

(00:36:41) Commissioner Dean discussed adding a disclaimer about quarterly and periodic updates for the public.

(00:37:47) Commissioner Shirliff asked PIO Garcin about providing progress updates for the public.

(00:38:20) Commissioner Logan suggested that advisory boards and committees collaborate on initiatives within the plan.

(00:38:50) Manager Burton discussed the budget process in relation to strategic plan implementation.

## Public Comment



**(00:39:25)** There were no further comments or questions from the Commission and/or public.

### **Commission Discussion and Direction to the City Manager**

#### **Adjournment**

**(00:39:30)** There being no further business before the Commission, the meeting adjourned at 4:40pm.



**City Commission Administrative Meeting  
November 13, 2024 – 4:00 PM  
Zoom Online Meeting; <https://us06web.zoom.us/j/86179182008>  
City County Building, 316 N. Park Ave., Room 326**

**Time & Place**

A City Commission Administrative meeting was held Wednesday, November 13, 2024 at 4:00 p.m. via Zoom Online Meeting ID: <https://us06web.zoom.us/j/86179182008> and physically in the City County Building, Room 326.

**Call to Work Session, Introductions**

(00:00:08) The following responded present:

**In Person**

Deputy City Attorney Petesch  
City Manager Burton  
Commissioner Logan  
Commissioner Reed  
Mayor Collins

**Via Zoom**

Commissioner Dean

The following were absent:

Commissioner Shirliff

**Commission Comments, Questions**

(00:00:57) There were no comments or questions from Commissioners.

**Recommendations from the Helena Citizens Council**

(00:01:10) HCC Representative Habeck discussed recent and upcoming meeting agenda items.

**Report of the City Manager**

(00:01:53) City Manager Burton had nothing to report.

**Presentations**

**A. Cruse Avenue / Helena Housing Authority Planning Update**

- (00:02:03)** Community Development Director Brink and Helena Housing Authority Executive Director O'Neil presented Item A.
- (00:14:57)** Commissioner Reed asked Manager Burton about next steps.
- (00:16:40)** Commissioner Logan asked Manager Burton about the City's current commitment level to the proposed project and about the financial impact regarding necessary infrastructure.

### **B. Transportation Systems - Interlocal Update**

- (00:18:20)** Transportation Systems Director Knoepke and Deputy Director Couey presented Item B.
- (00:23:19)** Manager Burton discussed the City's partnership with Lewis & Clark County.
- (00:24:02)** Commissioner Dean asked Director Knoepke about pedestrian safety in round-about areas, citing public comment questions.

### **C. Transportation Systems - Sidewalk Discussion**

- (00:26:05)** Transportation Systems Director Knoepke and Deputy Director Couey presented Item C.
- (00:28:03)** Commissioner Reed asked Director Knoepke about the cost to compliance for sidewalks, and about specifics for sidewalk compliance regarding maps shown in the presentation.
- (00:31:00)** Commissioner Logan asked Director Knoepke about the standards for compliance.
- (00:34:48)** Manager Burton discussed next steps.
- (00:35:31)** Commissioner Reed requested updates regarding Special Improvement Districts related to funding.
- (00:37:40)** Commissioner Logan asked Director Knoepke about the process for creating a Special Improvement District.
- (00:38:45)** Commissioner Dean discussed a Safe Streets for All grant.

## **Department Reports**

### **A. Pay Plan Update**

- (00:41:24)** Human Resources Director McMahon presented Item A.



- (00:58:00)** Manager Burton Discussed communication methods and the process in conjunction with budgetary needs.
- (00:59:24)** Commissioner Logan asked Director McMahon and Manager Burton about sharing information with employees.
- (01:02:29)** Commissioner Reed asked Manager Burton, Finance Director Danielson, and Director McMahon about an estimated budgetary impact report and the feasibility of increases.
- (01:07:36)** Commissioner Dean asked Director McMahon about rotating Compensation Committee membership.

#### **B. City of Helena Sustainability Update 2024**

- (01:10:30)** Sustainability and Recycling Coordinator Griffis presented Item B.
- (01:15:26)** Commissioner Logan asked Public Works Director Leland about the scope of a Red Mountain Flume project and related land ownership access issues.

#### **Public Comment**

- (01:18:12)** There were no further comments or questions from the Commission and/or public.

#### **Commission Discussion and Direction to the City Manager**

#### **Adjournment**

- (01:18:23)** There being no further business before the Commission, the meeting adjourned at 5:19pm.





**City of Helena**  
**City Commission Meeting**  
**November 18, 2024 – 6:00 PM**  
**Zoom Online Meeting; <https://us06web.zoom.us/j/84006879934>**  
**City County Building Commission Chambers, Room 330**

**Time & Place**

A regular City Commission meeting was held on Monday, November 18, 2024 at 6:00 p.m. via Zoom Online Meeting ID: <https://us06web.zoom.us/j/84006879934> and physically in the City County Building Commission Chambers, Room 330.

**Call to Order and Roll Call**

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

**In Person**

City Attorney Dockter  
City Manager Burton  
Commissioner Dean  
Commissioner Shirtliff (arrived late)  
Commissioner Logan  
Commissioner Reed  
Mayor Collins

**Via Zoom**

**None**

**Pledge of Allegiance**

**(00:01:03)** Mayor Collins asked attendees to please stand and join in the Pledge of Allegiance.

**Minutes**

- A.** 10-21-24 Commission Meeting
- B.** 11-4-24 Commission Meeting

**(00:01:30)** **There being no comments or questions from the Commission, Mayor Collins accepted Minutes A and B.**

**Presentations**

- A.** **Acceptance of the MT Disaster and Emergency Services "MATIC" Grant**



(00:02:00) Police Chief Petty presented Item A.

(00:03:50) **Commissioner Reed made a motion to accept the Montana Disaster and Emergency MATIC Grant to the Helena Police Department for the MATIC Liaison Information Detective. Commissioner Logan seconded the motion.**

(00:04:20) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Absent**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Aye**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

**The motion carried 4:0.**

#### **B. Approve Confirmation of Officer George Weaver**

(00:04:41) Chief Petty presented Item B and introduced Officer Weaver.

(00:08:35) The Mayor and Commissioners thanked and congratulated Officer Weaver.

(00:09:54) **Commissioner Logan made a motion to approve confirmation of Officer George Weaver. Commissioner Dean seconded the motion.**

(00:10:15) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Aye**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

**The motion carried 5:0.**

#### **Bid Award**

##### **A. Bid Award for The City of Helena Wastewater Treatment Plant Primary Scum Pump Station Replacement Project #19-42**

(00:11:00) City Engineer Clark presented Item A.



**(00:12:00) Commissioner Dean made a motion to award the Wastewater Treatment Plant Primary Scum Pump Station Replacement Project to the lowest responsible bidder Hard Rock Road Building and Utilities Inc in the amount of \$1,223,242.50. Commissioner Shirliff seconded the motion.**

**(00:12:21)** Mayor Collins called for a vote.  
Commissioner Shirliff voted: **Aye**  
Commissioner Logan voted: **Aye**  
Commissioner Reed voted: **Aye**  
Commissioner Dean voted: **Aye**  
Mayor Collins voted: **Aye**  
**The motion carried 5:0.**

### **Communications/Proposals from Commissioners**

**(00:12:38)** Commissioner Logan asked Manager Burton for more information about the water treatment plant maintenance and related perceived water quality changes, citing recent public comment.

### **Report of the City Attorney**

**(00:14:04)** City Attorney Dockter had nothing to report.

### **Report of the City Manager**

**(00:14:14)** Public Works Director Leland discussed the water treatment plant maintenance and related perceived water quality changes.

**(00:19:30)** Commissioner Logan asked Director Leland and Manager Burton about additional public outreach.

### **Communications from the Helena Citizens Council**

**(00:21:25)** HCC Representative Ryan had nothing to report.

### **Public Hearings**

- A. Consider a Resolution to set rates for all customers of the City of Helena water system**
- B. Consider a Resolution to set rates for all customers of the City of Helena wastewater system**

- (00:22:00) Director Leland presented Items A and B.
- (00:25:58) Commissioner Reed asked Director Leland about future projected rate increases.
- (00:27:08) Manager Burton asked Director Leland about regulation agencies.
- (00:27:56) **Commissioner Logan made a motion to approve a Resolution to set residential and commercial water base and usage rates. Commissioner Dean seconded the motion.**
- (00:28:15) Mayor Collins called for a vote.  
Commissioner Shirliff voted: **Aye**  
Commissioner Logan voted: **Aye**  
Commissioner Reed voted: **Aye**  
Commissioner Dean voted: **Aye**  
Mayor Collins voted: **Aye**  
**The motion carried 5:0.**
- (00:29:07) Commissioner Logan discussed the history of water and wastewater rates and explained his support.
- (00:29:44) **Commissioner Dean made a motion to approve a Resolution to set residential and commercial wastewater base and usage rates. Commissioner Reed seconded the motion.**
- (00:30:07) Mayor Collins called for a vote.  
Commissioner Shirliff voted: **Aye**  
Commissioner Logan voted: **Aye**  
Commissioner Reed voted: **Aye**  
Commissioner Dean voted: **Aye**  
Mayor Collins voted: **Aye**  
**The motion carried 5:0.**
- C. Consider an extension of the planned completion and Final Plat of Phase 1 of the Westside Woods Major Phased Subdivision from December 2024 to December 2025**
- (00:30:39) Community Development Director Brink presented Item C.
- (00:34:23) Eve Byron provided public comment, expressing concerns.



(00:35:19) Commissioner Dean asked Director Brink about the conditions of completion for Phases.

(00:36:28) **Commissioner Logan made a motion to approve an extension of the schedule of review for Phase 1 from December 2024 to December 2025. Commissioner Reed seconded the motion.**

(00:36:46) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Aye**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

**The motion carried 5:0.**

#### Public Communications

(00:37:00) There were no further comments or questions from the Commission and/or public.

#### Adjournment

(00:37:11) There being no further business before the Commission, the meeting adjourned at 6:38pm.

ATTEST:

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MAYOR

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CLERK OF THE CITY COMMISSION

December 9, 2024

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

I am recommending the following board appointments:

- |  |   |
|--|---|
| <b>ADA Compliance Committee</b>        | Reappointment of Jacob Krissovich to a first full term on the ADA Compliance Board as a Representative of Disabled Community. First term will expire September 1, 2024.   |
| <b>Business Improvement District</b>   | Appointment of Robyn Lund to a first term on the Business Improvement District. Term will expire October 31, 2027.  |
| <b>Citizens Conservation Board</b>     | Appointment of Lexi Laird to an interim term on the Citizen Conservation Board. Term will expire February 28, 2027.   |
| <b>Lewis &amp; Clark Library Board</b> | Reappointment of Judy Meadows to a second term on the Lewis & Clark Library Board as a Joint City/County Representative. Term will expire December 31, 2029.  |
| <b>City Planning Commission</b>        | Appointment of Maddi Petrosky to an interim term on the City Planning Commission. Interim term will expire May 17, 2026.  |
| <b>Helena Public Art Committee</b>     | Reappointment of Amanda Reese to a second term on the Helena Public Art Committee. Term will expire December 31, 2027.<br><br>Reappointment of Rebecca Shaw-Quinones to a first full term on the Helena Public Art Committee. Term will expire December 31, 2027. |
| <b>Tourism BID</b>                     | Appointment of Matthew Yugas to an interim term on the Tourism BID. Interim term will expire June 30, 2027.   |

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



## Commission Meeting December 9, 2024

[helenamt.gov](http://helenamt.gov)

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**Motion:** Move to approve claims paid from 10/28/24 through 11/22/24, checks numbered 202535 –202955 and ACH's numbered 475 - 488 for a grand total of \$3,062,453.59.

### Action to be Considered by the Commission

Approval of Claims:

- Claims paid on 10/28/24, 10/31/24 and 11/1/24, checks numbered 202535 – 202637 and ACH's numbered 475 - 478 for \$819,252.85;
- Claims paid on 11/8/24, checks numbered 202638 – 202761 and ACH's numbered 479 - 483 for \$1,265,541.24;
- Claims paid on 11/15/24, checks numbered 202762 – 202845 and ACH numbered 484 for \$466,501.35;
- Claims paid on 11/19/24, 11/21/24 and 10/22/24, checks numbered 202846 – 202955 and ACH's numbered 485 – 488 for \$511,158.15;

For a grand total of claims paid of \$3,062,453.59.

Respectfully submitted,

Sheila Danielson

Finance Director

### Attachment Documents

11/1/24 Claims Memo

11/8/24 Claims Memo

11/15/24 Claims Memo

11/22/24 Claims Memo



**Finance Dept.**  
316 North Park Avenue  
Helena, MT 59623

: Phone: 406-447-8417  
: Fax: 406-447-8434  
: Email: [jrensmon@helenamt.gov](mailto:jrensmon@helenamt.gov)

[helenamt.gov](http://helenamt.gov)

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November 22, 2024

To: Tim Burton, City Manager

From: Jamie Rensmon, Accounting Tech III-Accounts Payable

Subject: Claims Paid

The check registers for 10/28/24, 10/31/24 and 11/1/24 have been approved for claims in the amount of \$819,252.85. Checks numbered 202535 – 202637 and ACH's numbered 475 - 478 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.



10/28/2024 12:32 | 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
475	10/28/2024	EFT	1842 EAGLE BEVERAGE - HELENA	10/25/2024		102824jr	167.30
					CHECK	475 TOTAL:	167.30
202535	10/28/2024	PRTD	2785 BOZEMAN GREEN BUILD INC	10/28/2024		102824jr	80,265.24
					CHECK	202535 TOTAL:	80,265.24
202536	10/28/2024	PRTD	1424 GUSTO DISTRIBUTING	10/25/2024		102824jr	86.76
					CHECK	202536 TOTAL:	86.76
NUMBER OF CHECKS				3	*** CASH ACCOUNT TOTAL ***		80,519.30
					COUNT	AMOUNT	
TOTAL PRINTED CHECKS					2	80,352.00	
TOTAL EFT'S					1	167.30	
						*** GRAND TOTAL ***	80,519.30

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
476	10/31/2024	EFT	2773 CALL2RECYCLE INC.	10/18/2024		103124jr	1,970.00
					CHECK	476 TOTAL:	1,970.00
477	10/31/2024	EFT	1898 FISHER'S TECHNOLOGY	10/22/2024	474	103124jr	381.35
					CHECK	477 TOTAL:	381.35
202537	10/31/2024	PRTD	1562 360 BUSINESS SOLUTIONS	10/22/2024	911	103124jr	79.36
			360 BUSINESS SOLUTIONS	10/22/2024		103124jr	22.68
			360 BUSINESS SOLUTIONS	10/22/2024		103124jr	57.96
			360 BUSINESS SOLUTIONS	10/23/2024		103124jr	78.90
			360 BUSINESS SOLUTIONS	10/23/2024		103124jr	1,007.68
			360 BUSINESS SOLUTIONS	10/23/2024		103124jr	116.93
			360 BUSINESS SOLUTIONS	10/24/2024		103124jr	50.69
			360 BUSINESS SOLUTIONS	10/28/2024		103124jr	3.39
					CHECK	202537 TOTAL:	1,417.59
202538	10/31/2024	PRTD	2340 406 ELECTRIC LLC	10/14/2024	904	103124jr	2,838.79
					CHECK	202538 TOTAL:	2,838.79
202539	10/31/2024	PRTD	1539 A & I DISTRIBUTORS	10/16/2024		103124jr	1,569.45
					CHECK	202539 TOTAL:	1,569.45
202540	10/31/2024	PRTD	2694 AAA SEWER AND DRAIN	10/17/2024		103124jr	200.00
					CHECK	202540 TOTAL:	200.00
202541	10/31/2024	PRTD	2210 ADVANCED MECHANICAL SYSTEMS	10/17/2024		103124jr	250.00
					CHECK	202541 TOTAL:	250.00
202542	10/31/2024	PRTD	1588 ALLIANT INSURANCE SERVICES	10/24/2024		103124jr	40.00

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 202542 TOTAL:	40.00
202543	10/31/2024	PRTD	2610 ALPHAGRAPHICS HELENA	10/24/2024		103124jr	3,182.56
						CHECK 202543 TOTAL:	3,182.56
202544	10/31/2024	PRTD	1185 ALPINE ANALYTICAL, INC.	10/24/2024		103124jr	240.00
			ALPINE ANALYTICAL, INC.	10/24/2024		103124jr	240.00
						CHECK 202544 TOTAL:	480.00
202545	10/31/2024	PRTD	1174 ALSCO	10/17/2024		103124jr	42.26
			ALSCO	10/23/2024		103124jr	32.08
						CHECK 202545 TOTAL:	74.34
202546	10/31/2024	PRTD	1434 APCO, AFC, INC.	10/24/2024		103124jr	1,012.00
						CHECK 202546 TOTAL:	1,012.00
202547	10/31/2024	PRTD	2018 BERRY, JENNIFER	10/22/2024	913	103124jr	97.92
			BERRY, JENNIFER	10/22/2024	914	103124jr	47.96
						CHECK 202547 TOTAL:	145.88
202548	10/31/2024	PRTD	1007 BURDICKS LOCKSMITH	10/16/2024		103124jr	13.00
						CHECK 202548 TOTAL:	13.00
202549	10/31/2024	PRTD	1243 BURTON, TIM	10/21/2024		103124jr	32.78
			BURTON, TIM	10/21/2024		103124jr	262.07
						CHECK 202549 TOTAL:	294.85
202550	10/31/2024	PRTD	1957 CALE AMERICA INC.	10/22/2024		103124jr	350.00
						CHECK 202550 TOTAL:	350.00

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
202551	10/31/2024	PRTD	1127 CARQUEST AUTO PARTS STORES	10/18/2024		103124jr	109.74
			CARQUEST AUTO PARTS STORES	10/24/2024		103124jr	8.38
				CHECK		202551 TOTAL:	118.12
202552	10/31/2024	PRTD	1601 CENTURYLINK	10/17/2024		103124jr	107.47
				CHECK		202552 TOTAL:	107.47
202553	10/31/2024	PRTD	1004 CITY OF HELENA UTILITY CUSTOMER SER	10/16/2024		103124jr	72.65
				CHECK		202553 TOTAL:	72.65
202554	10/31/2024	PRTD	2772 CMC DESIGN	10/23/2024		103124jr	237.17
				CHECK		202554 TOTAL:	237.17
202555	10/31/2024	PRTD	2624 COLUMN SOFTWARE	10/18/2024		103124jr	210.00
				CHECK		202555 TOTAL:	210.00
202556	10/31/2024	PRTD	1223 CRAPO LTD	10/23/2024	856	103124jr	2,382.10
				CHECK		202556 TOTAL:	2,382.10
202557	10/31/2024	PRTD	1020 DAKOTA SUPPLY GROUP INC	10/24/2024		103124jr	225.19
				CHECK		202557 TOTAL:	225.19
202558	10/31/2024	PRTD	1124 DRUG INFORMATION SYSTEMS, INC.	10/22/2024		103124jr	770.00
				CHECK		202558 TOTAL:	770.00
202559	10/31/2024	PRTD	1241 EAGLE ELECTRIC, INC.	10/21/2024		103124jr	298.00
				CHECK		202559 TOTAL:	298.00
202560	10/31/2024	PRTD	1103 EAGLE TIRE BRAKE & ALIGNMENT	10/16/2024		103124jr	32.73

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
						CHECK 202560 TOTAL:	32.73
202561	10/31/2024	PRTD	1033 ENERGY LABORATORIES, INC.	10/24/2024		103124jr	216.00
						CHECK 202561 TOTAL:	216.00
202562	10/31/2024	PRTD	1094 FASTENAL COMPANY	10/01/2024		103124jr	107.38
			FASTENAL COMPANY	10/22/2024		103124jr	56.71
						CHECK 202562 TOTAL:	164.09
202563	10/31/2024	PRTD	1339 HARRINGTON BOTTLING COMPANY	10/23/2024		103124jr	-90.00
			HARRINGTON BOTTLING COMPANY	10/23/2024		103124jr	279.68
						CHECK 202563 TOTAL:	189.68
202564	10/31/2024	PRTD	1275 HDR INC	10/15/2024		103124jr	6,646.32
			HDR INC	10/15/2024		103124jr	2,832.59
			HDR INC	10/17/2024		103124jr	24,520.50
						CHECK 202564 TOTAL:	33,999.41
202565	10/31/2024	PRTD	1058 HELENA SAND AND GRAVEL	09/18/2024	865	103124jr	3,903.50
			HELENA SAND AND GRAVEL	10/15/2024	598	103124jr	310.42
			HELENA SAND AND GRAVEL	10/21/2024	598	103124jr	382.98
						CHECK 202565 TOTAL:	4,596.90
202566	10/31/2024	PRTD	1047 HYDROMETRICS, INC	10/16/2024		103124jr	695.36
						CHECK 202566 TOTAL:	695.36
202567	10/31/2024	PRTD	1511 HYDROSOLUTIONS INC	10/24/2024		103124jr	7,226.48
						CHECK 202567 TOTAL:	7,226.48

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
202568	10/31/2024	PRTD	2599 INTEGRATED IMAGING SYSTEMS	10/22/2024	915	103124jr	27.25
						CHECK 202568 TOTAL:	27.25
202569	10/31/2024	PRTD	1408 JC GOLF ACCESSORIES	10/23/2024		103124jr	72.84
						CHECK 202569 TOTAL:	72.84
202570	10/31/2024	PRTD	2511 KAHLER, HEATHER	10/23/2024		103124jr	45.44
						CHECK 202570 TOTAL:	45.44
202571	10/31/2024	PRTD	1914 KELLEY CONNECT CO.	10/24/2024		103124jr	579.50
						CHECK 202571 TOTAL:	579.50
202572	10/31/2024	PRTD	1749 KELLEY CREATE	10/17/2024		103124jr	708.00
			KELLEY CREATE	10/22/2024	916	103124jr	3,540.00
			KELLEY CREATE	10/23/2024		103124jr	-708.00
						CHECK 202572 TOTAL:	3,540.00
202573	10/31/2024	PRTD	1749 KELLEY CREATE	10/24/2024		103124jr	57.16
						CHECK 202573 TOTAL:	57.16
202574	10/31/2024	PRTD	2015 KGR LLC	10/16/2024		103124jr	870.00
						CHECK 202574 TOTAL:	870.00
202575	10/31/2024	PRTD	1222 KOIS BROTHERS EQUIPMENT	10/23/2024	918	103124jr	9,560.00
						CHECK 202575 TOTAL:	9,560.00
202576	10/31/2024	PRTD	1640 KOLAR TIRE & AUTO	10/16/2024		103124jr	723.60
			KOLAR TIRE & AUTO	10/16/2024		103124jr	-734.70
			KOLAR TIRE & AUTO	10/16/2024		103124jr	734.70
			KOLAR TIRE & AUTO	10/18/2024		103124jr	571.30

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

INV DATE	PO	CHECK RUN	NET
	CHECK	202576 TOTAL:	1,294.90
202577 10/31/2024	PRTD	1230 LEHRKIND'S COCA-COLA	10/22/2024 103124jr 31.50
	CHECK	202577 TOTAL:	31.50
202578 10/31/2024	PRTD	1230 LEHRKIND'S COCA-COLA	10/29/2024 103124jr 69.98
	CHECK	202578 TOTAL:	69.98
202579 10/31/2024	PRTD	1365 LELAND, RYAN	10/15/2024 103124jr 719.96
	CHECK	202579 TOTAL:	719.96
202580 10/31/2024	PRTD	1002 INFORMATION TECHNOLOGY & SERVICES	10/18/2024 103124jr 250.00
		INFORMATION TECHNOLOGY & SERVICES	10/23/2024 507 103124jr 2,840.00
	CHECK	202580 TOTAL:	3,090.00
202581 10/31/2024	PRTD	2138 LITTLE JOHN'S PORTABLES AND SEPTIC	10/16/2024 103124jr 110.00
		LITTLE JOHN'S PORTABLES AND SEPTIC	10/16/2024 103124jr 95.00
		LITTLE JOHN'S PORTABLES AND SEPTIC	10/16/2024 103124jr 50.00
	CHECK	202581 TOTAL:	255.00
202582 10/31/2024	PRTD	1489 MONTANA AVENUE CARWASH INC	10/24/2024 103124jr 100.00
	CHECK	202582 TOTAL:	100.00
202583 10/31/2024	PRTD	1063 MONTANA LEAGUE OF CITIES & TOWNS	10/17/2024 103124jr 248.78
	CHECK	202583 TOTAL:	248.78
202584 10/31/2024	PRTD	1085 MONTANA PROPANE, INC.	10/23/2024 103124jr 16.23
	CHECK	202584 TOTAL:	16.23

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

INV DATE	PO	CHECK RUN	NET
10/22/2024		103124jr	20.00
	CHECK	202585 TOTAL:	20.00
10/24/2024		103124jr	446,274.00
	CHECK	202586 TOTAL:	446,274.00
10/24/2024		103124jr	29,096.00
	CHECK	202587 TOTAL:	29,096.00
10/24/2024		103124jr	16,253.00
	CHECK	202588 TOTAL:	16,253.00
10/31/2024		103124jr	25,033.00
	CHECK	202589 TOTAL:	25,033.00
10/15/2024		103124jr	139.99
10/15/2024		103124jr	-139.99
10/15/2024		103124jr	150.00
10/16/2024		103124jr	24.99
10/18/2024		103124jr	269.97
10/22/2024		103124jr	114.99
10/23/2024		103124jr	32.99
10/23/2024		103124jr	149.99
10/24/2024		103124jr	127.98
10/24/2024		103124jr	176.36
10/24/2024		103124jr	199.99
10/24/2024		103124jr	34.47
10/24/2024		103124jr	189.94



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
			MURDOCH'S RANCH AND HOME SUPPLY	10/24/2024		103124jr	79.99
			MURDOCH'S RANCH AND HOME SUPPLY	10/23/2024		103124jr	59.99
				CHECK	202590	TOTAL:	1,611.65
202591	10/31/2024	PRTD	1473 NASH ELECTRIC	10/22/2024		103124jr	580.00
			NASH ELECTRIC	10/24/2024		103124jr	219.00
				CHECK	202591	TOTAL:	799.00
202592	10/31/2024	PRTD	2392 NATIONAL LAUNDRY CO.	10/16/2024		103124jr	9.19
			NATIONAL LAUNDRY CO.	10/17/2024		103124jr	118.88
			NATIONAL LAUNDRY CO.	10/25/2024		103124jr	118.88
				CHECK	202592	TOTAL:	246.95
202593	10/31/2024	PRTD	1820 NENA: THE 9-1-1 ASSOCIATION	10/24/2024		103124jr	750.00
				CHECK	202593	TOTAL:	750.00
202594	10/31/2024	PRTD	1264 NITRO GREEN	10/23/2024		103124jr	130.00
				CHECK	202594	TOTAL:	130.00
202595	10/31/2024	PRTD	1199 NORMONT EQUIPMENT	10/22/2024	898	103124jr	1,655.74
				CHECK	202595	TOTAL:	1,655.74
202596	10/31/2024	PRTD	1519 O'KEEFE DRILLING CO INC	10/24/2024		103124jr	30,566.25
			O'KEEFE DRILLING CO INC	10/24/2024		103124jr	29,994.03
				CHECK	202596	TOTAL:	60,560.28
202597	10/31/2024	PRTD	1392 O'REILLY AUTO PARTS	10/24/2024		103124jr	25.57
				CHECK	202597	TOTAL:	25.57

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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
202598	10/31/2024	PRTD	999120 DEATON, JAY & MARIAH	10/30/2024		103124jr	50.45
					CHECK	202598 TOTAL:	50.45
202599	10/31/2024	PRTD	999120 MARY KEARNS ESTATE	10/30/2024		103124jr	26.32
					CHECK	202599 TOTAL:	26.32
202600	10/31/2024	PRTD	1158 PACIFIC STEEL AND RECYCLING	10/24/2024		103124jr	36.92
					CHECK	202600 TOTAL:	36.92
202601	10/31/2024	PRTD	1933 PAPER SHREDDERS LLC	10/22/2024	912	103124jr	70.00
			PAPER SHREDDERS LLC	10/24/2024		103124jr	97.50
			PAPER SHREDDERS LLC	10/24/2024		103124jr	32.50
					CHECK	202601 TOTAL:	200.00
202602	10/31/2024	PRTD	1988 PASSPORT LABS, INC.	10/21/2024		103124jr	17,250.00
					CHECK	202602 TOTAL:	17,250.00
202603	10/31/2024	PRTD	1949 PERRODIN, KAIT	10/23/2024		103124jr	8.51
					CHECK	202603 TOTAL:	8.51
202604	10/31/2024	PRTD	2472 PHOENIX UNLIMITED	10/17/2024		103124jr	750.00
					CHECK	202604 TOTAL:	750.00
202605	10/31/2024	PRTD	1418 PIONEER TECHNICAL SERVICES, INC	10/17/2024		103124jr	1,833.00
					CHECK	202605 TOTAL:	1,833.00
202606	10/31/2024	PRTD	1451 PLATT ELECTRIC SUPPLY	10/22/2024	907	103124jr	64.66
					CHECK	202606 TOTAL:	64.66

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
202607	10/31/2024	PRTD	2361 POMP'S TIRE SERVICE, INC.	10/16/2024		103124jr	404.20
					CHECK	202607 TOTAL:	404.20
202608	10/31/2024	PRTD	2451 POWER DMS, INC.	10/24/2024		103124jr	3,370.80
					CHECK	202608 TOTAL:	3,370.80
202609	10/31/2024	PRTD	1102 POWER TOWNSEND	10/17/2024		103124jr	25.87
			POWER TOWNSEND	10/22/2024		103124jr	10.18
			POWER TOWNSEND	10/23/2024		103124jr	164.99
			POWER TOWNSEND	10/23/2024		103124jr	30.47
			POWER TOWNSEND	10/24/2024		103124jr	82.98
					CHECK	202609 TOTAL:	314.49
202610	10/31/2024	PRTD	1018 R & R PUMP COMPANY	10/23/2024		103124jr	19.72
					CHECK	202610 TOTAL:	19.72
202611	10/31/2024	PRTD	2014 REINHARDT, STEFANI	10/21/2024		103124jr	249.18
					CHECK	202611 TOTAL:	249.18
202612	10/31/2024	PRTD	1775 RENSMON, JAMIE	10/22/2024		103124jr	77.96
					CHECK	202612 TOTAL:	77.96
202613	10/31/2024	PRTD	1978 RIVER OAKS COMMUNICATIONS CORP	10/22/2024	917	103124jr	1,121.50
					CHECK	202613 TOTAL:	1,121.50
202614	10/31/2024	PRTD	1106 ROCK HAND HARDWARE	10/16/2024		103124jr	27.98
			ROCK HAND HARDWARE	10/18/2024		103124jr	31.98
			ROCK HAND HARDWARE	10/21/2024		103124jr	52.95
			ROCK HAND HARDWARE	10/22/2024		103124jr	28.98

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
			ROCK HAND HARDWARE	10/22/2024		103124jr	13.98
			ROCK HAND HARDWARE	10/23/2024		103124jr	51.52
			ROCK HAND HARDWARE	10/23/2024		103124jr	22.98
			ROCK HAND HARDWARE	10/24/2024		103124jr	11.99
			ROCK HAND HARDWARE	10/24/2024		103124jr	198.98
				CHECK	202614	TOTAL:	441.34
202615	10/31/2024	PRTD	1823 ROCKY MOUNTAIN SUPPLY, INC.	10/16/2024		103124jr	2,422.50
			ROCKY MOUNTAIN SUPPLY, INC.	10/22/2024		103124jr	649.35
				CHECK	202615	TOTAL:	3,071.85
202616	10/31/2024	PRTD	1098 ROD TABBERT CONSTRUCTION, INC.	10/24/2024		103124jr	1,775.00
			ROD TABBERT CONSTRUCTION, INC.	10/24/2024		103124jr	3,365.00
				CHECK	202616	TOTAL:	5,140.00
202617	10/31/2024	PRTD	1449 S.J. PERRY CO., INC.	10/23/2024		103124jr	12.74
			S.J. PERRY CO., INC.	10/23/2024		103124jr	23.20
			S.J. PERRY CO., INC.	10/23/2024		103124jr	30.33
			S.J. PERRY CO., INC.	10/23/2024		103124jr	57.16
			S.J. PERRY CO., INC.	10/23/2024		103124jr	54.82
			S.J. PERRY CO., INC.	10/23/2024		103124jr	24.96
			S.J. PERRY CO., INC.	10/24/2024		103124jr	4.37
				CHECK	202617	TOTAL:	207.58
202618	10/31/2024	PRTD	1111 SHERWIN WILLIAMS/COLUMBIA PAINT	10/23/2024		103124jr	98.46
				CHECK	202618	TOTAL:	98.46
202619	10/31/2024	PRTD	1899 SIGN SOLUTIONS USA	10/17/2024		103124jr	670.42

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 202619 TOTAL:	670.42
202620	10/31/2024	PRTD	1573 SIGNS NOW HELENA	10/25/2024		103124jr	200.00
						CHECK 202620 TOTAL:	200.00
202621	10/31/2024	PRTD	1333 SPARROW ENTERPRISES, INC	10/16/2024		103124jr	297.07
						CHECK 202621 TOTAL:	297.07
202622	10/31/2024	PRTD	2007 SPECTRUM BUSINESS	10/10/2024		103124jr	119.99
						CHECK 202622 TOTAL:	119.99
202623	10/31/2024	PRTD	1114 SPEEDY AUTO GLASS	10/16/2024		103124jr	1,500.00
						CHECK 202623 TOTAL:	1,500.00
202624	10/31/2024	PRTD	1001 DEPARTMENT OF REVENUE	09/18/2024	849	103124jr	96.00
			DEPARTMENT OF REVENUE	10/16/2024		103124jr	100.00
			DEPARTMENT OF REVENUE	10/24/2024		103124jr	308.75
			DEPARTMENT OF REVENUE	10/24/2024		103124jr	302.97
						CHECK 202624 TOTAL:	807.72
202625	10/31/2024	PRTD	2279 T-MOBILE	10/17/2024		103124jr	2,371.21
						CHECK 202625 TOTAL:	2,371.21
202626	10/31/2024	PRTD	1145 THATCHER COMPANY INC.	10/22/2024	906	103124jr	9,195.53
			THATCHER COMPANY INC.	10/22/2024	905	103124jr	9,195.53
						CHECK 202626 TOTAL:	18,391.06
202627	10/31/2024	PRTD	2428 THE EMBLEM AUTHORITY	10/24/2024		103124jr	915.00
						CHECK 202627 TOTAL:	915.00



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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
478	11/01/2024	EFT	1842 EAGLE BEVERAGE - HELENA	11/01/2024		110124jr	23.18
					CHECK	478 TOTAL:	23.18
202635	11/01/2024	PRTD	1079 GEORGE'S DISTRIBUTING	11/01/2024		110124jr	548.93
			GEORGE'S DISTRIBUTING	11/01/2024		110124jr	-50.00
					CHECK	202635 TOTAL:	498.93
202636	11/01/2024	PRTD	1424 GUSTO DISTRIBUTING	11/01/2024		110124jr	827.38
					CHECK	202636 TOTAL:	827.38
202637	11/01/2024	PRTD	1230 LEHRKIND'S COCA-COLA	11/01/2024		110124jr	402.60
			LEHRKIND'S COCA-COLA	11/01/2024		110124jr	65.96
					CHECK	202637 TOTAL:	468.56
NUMBER OF CHECKS				4	*** CASH ACCOUNT TOTAL ***		1,818.05
					COUNT	AMOUNT	
TOTAL PRINTED CHECKS					3	1,794.87	
TOTAL EFT'S					1	23.18	
					*** GRAND TOTAL ***		1,818.05



**Finance Dept.**  
316 North Park Avenue  
Helena, MT 59623

: Phone: 406-447-8417  
: Fax: 406-447-8434  
: Email: [jrensmon@helenamt.gov](mailto:jrensmon@helenamt.gov)

[helenamt.gov](http://helenamt.gov)

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November 22, 2024

To: Tim Burton, City Manager

From: Jamie Rensmon, Accounting Tech III-Accounts Payable

Subject: Claims Paid

The check register for 11/8/24 has been approved for claims in the amount of \$1,265,541.24. Checks numbered 202638 – 202761 and ACH's numbered 479 - 483 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
479	11/07/2024	EFT	2672 ONEDIGITAL	11/06/2024		110724jr	2,000.00
					CHECK	479 TOTAL:	2,000.00
480	11/07/2024	EFT	1898 FISHER'S TECHNOLOGY	10/31/2024	481	110724jr	62.74
					CHECK	480 TOTAL:	62.74
481	11/07/2024	EFT	2505 MAHER DUESSEL	11/06/2024	943	110724jr	21,000.00
					CHECK	481 TOTAL:	21,000.00
482	11/07/2024	EFT	2456 TYLER TECHNOLOGIES, INC.	11/01/2024	935	110724jr	1,173.60
			TYLER TECHNOLOGIES, INC.	11/08/2024	944	110724jr	2,934.00
			TYLER TECHNOLOGIES, INC.	11/08/2024	944	110724jr	3,126.19
			TYLER TECHNOLOGIES, INC.	11/08/2024	944	110724jr	1,304.00
			TYLER TECHNOLOGIES, INC.	11/08/2024	944	110724jr	954.45
					CHECK	482 TOTAL:	9,492.24
483	11/07/2024	EFT	1157 WEX BANK	11/01/2024	658	110724jr	51,499.36
					CHECK	483 TOTAL:	51,499.36
202638	11/07/2024	PRTD	1045 2M COMPANY, INC.	10/30/2024		110724jr	10.59
			2M COMPANY, INC.	10/30/2024		110724jr	171.12
					CHECK	202638 TOTAL:	181.71
202639	11/07/2024	PRTD	1562 360 BUSINESS SOLUTIONS	10/30/2024		110724jr	22.52
			360 BUSINESS SOLUTIONS	10/30/2024		110724jr	11.19
			360 BUSINESS SOLUTIONS	10/30/2024		110724jr	6.58
			360 BUSINESS SOLUTIONS	10/31/2024		110724jr	136.73
			360 BUSINESS SOLUTIONS	10/31/2024		110724jr	131.84
			360 BUSINESS SOLUTIONS	10/23/2024		110724jr	632.10

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

INV DATE	PO	CHECK RUN	NET
09/19/2024		110724jr	26.99
09/18/2024		110724jr	153.52
10/08/2024		110724jr	258.37
10/10/2024		110724jr	125.78
10/10/2024		110724jr	30.00
10/31/2024		110724jr	1,547.44
10/31/2024		110724jr	128.48
	CHECK	202639 TOTAL:	3,211.54
10/31/2024		110724jr	100.00
	CHECK	202640 TOTAL:	100.00
10/08/2024		110724jr	1,500.00
	CHECK	202641 TOTAL:	1,500.00
10/29/2024	651	110724jr	10,281.53
10/29/2024	651	110724jr	487.89
10/28/2024		110724jr	41.00
	CHECK	202642 TOTAL:	10,810.42
10/31/2024		110724jr	2,515.00
	CHECK	202643 TOTAL:	2,515.00
10/28/2024		110724jr	165.00
	CHECK	202644 TOTAL:	165.00
10/30/2024		110724jr	185.00
10/30/2024		110724jr	80.00
10/30/2024		110724jr	2,172.00

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
			ALPINE ANALYTICAL, INC.	10/30/2024		110724jr	55.00
					CHECK	202645 TOTAL:	2,492.00
202646	11/07/2024	PRTD	1485 ALPINE TECHNOLOGY CORPORATION	10/30/2024	620	110724jr	1,413.64
					CHECK	202646 TOTAL:	1,413.64
202647	11/07/2024	PRTD	1174 ALSCO	10/25/2024		110724jr	52.95
					CHECK	202647 TOTAL:	52.95
202648	11/07/2024	PRTD	2478 AMERICAN LEGAL PUBLISHING	10/08/2024		110724jr	644.36
					CHECK	202648 TOTAL:	644.36
202649	11/07/2024	PRTD	2229 ARVIG MEDIA	10/30/2024		110724jr	630.49
					CHECK	202649 TOTAL:	630.49
202650	11/07/2024	PRTD	2245 ASSOCIATED CONSTRUCTION ENGINEERING	09/19/2024		110724jr	500.00
					CHECK	202650 TOTAL:	500.00
202651	11/07/2024	PRTD	1348 BALCO UNIFORM CO., INC.	10/28/2024		110724jr	23.34
			BALCO UNIFORM CO., INC.	10/23/2024		110724jr	88.82
					CHECK	202651 TOTAL:	112.16
202652	11/07/2024	PRTD	1007 BURDICKS LOCKSMITH	09/20/2024		110724jr	18.00
			BURDICKS LOCKSMITH	10/28/2024		110724jr	7.00
			BURDICKS LOCKSMITH	10/30/2024		110724jr	140.00
			BURDICKS LOCKSMITH	10/30/2024		110724jr	113.00
			BURDICKS LOCKSMITH	10/24/2024		110724jr	88.00
			BURDICKS LOCKSMITH	02/19/2024		110724jr	346.00
					CHECK	202652 TOTAL:	712.00

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
202653	11/07/2024	PRTD	1015 CAPITAL LAUNDRY	10/23/2024		110724jr	31.75
					CHECK	202653 TOTAL:	31.75
202654	11/07/2024	PRTD	1127 CARQUEST AUTO PARTS STORES	10/23/2024		110724jr	9.99
					CHECK	202654 TOTAL:	9.99
202655	11/07/2024	PRTD	1601 CENTURYLINK	10/28/2024		110724jr	68.83
			CENTURYLINK	10/31/2024		110724jr	321.60
			CENTURYLINK	10/31/2024		110724jr	117.82
			CENTURYLINK	10/31/2024		110724jr	63.50
			CENTURYLINK	10/31/2024		110724jr	162.31
			CENTURYLINK	10/31/2024		110724jr	56.55
					CHECK	202655 TOTAL:	790.61
202656	11/07/2024	PRTD	1465 CLEAR CHOICE AUTO GLASS, INC.	10/23/2024		110724jr	450.00
			CLEAR CHOICE AUTO GLASS, INC.	10/23/2024	920	110724jr	638.50
					CHECK	202656 TOTAL:	1,088.50
202657	11/07/2024	PRTD	2624 COLUMN SOFTWARE	10/21/2024		110724jr	66.00
			COLUMN SOFTWARE	10/28/2024		110724jr	36.00
			COLUMN SOFTWARE	10/28/2024		110724jr	36.00
			COLUMN SOFTWARE	10/28/2024		110724jr	60.00
			COLUMN SOFTWARE	10/28/2024		110724jr	48.00
					CHECK	202657 TOTAL:	246.00
202658	11/07/2024	PRTD	2788 COMMAND SOURCING, INC.	10/28/2024	937	110724jr	4,800.00
					CHECK	202658 TOTAL:	4,800.00

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
202659	11/07/2024	PRTD	1295 CROWN TROPHY OF HELENA	10/23/2024		110724jr	97.00
					CHECK	202659 TOTAL:	97.00
202660	11/07/2024	PRTD	1020 DAKOTA SUPPLY GROUP INC	10/29/2024	932	110724jr	6,430.61
			DAKOTA SUPPLY GROUP INC	10/30/2024		110724jr	81.40
			DAKOTA SUPPLY GROUP INC	10/30/2024		110724jr	51.23
			DAKOTA SUPPLY GROUP INC	10/30/2024		110724jr	2.32
			DAKOTA SUPPLY GROUP INC	10/31/2024	921	110724jr	6,861.43
					CHECK	202660 TOTAL:	13,426.99
202661	11/07/2024	PRTD	2616 DEX IMAGING	11/07/2024	759	110724jr	35.36
					CHECK	202661 TOTAL:	35.36
202662	11/07/2024	PRTD	1399 ECOLAB PEST ELIMINATION	10/28/2024		110724jr	180.38
					CHECK	202662 TOTAL:	180.38
202663	11/07/2024	PRTD	1401 EMERALD SERVICES INC.	10/30/2024		110724jr	214.65
					CHECK	202663 TOTAL:	214.65
202664	11/07/2024	PRTD	1353 EQUITY PROCESS MANAGEMENT	11/01/2024		110724jr	368.02
					CHECK	202664 TOTAL:	368.02
202665	11/07/2024	PRTD	1094 FASTENAL COMPANY	10/31/2024		110724jr	11.28
					CHECK	202665 TOTAL:	11.28
202666	11/07/2024	PRTD	2775 GARCIN, JACOB	10/21/2024		110724jr	243.18
					CHECK	202666 TOTAL:	243.18
202667	11/07/2024	PRTD	1030 GRAINGER, INC.	10/17/2024		110724jr	343.71

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 202667 TOTAL:	343.71
202668	11/07/2024	PRTD	1424 GUSTO DISTRIBUTING	11/07/2024		110724jr	485.21
						CHECK 202668 TOTAL:	485.21
202669	11/07/2024	PRTD	1339 HARRINGTON BOTTLING COMPANY	10/25/2024		110724jr	247.50
						CHECK 202669 TOTAL:	247.50
202670	11/07/2024	PRTD	1339 HARRINGTON BOTTLING COMPANY	10/30/2024		110724jr	128.83
						CHECK 202670 TOTAL:	128.83
202671	11/07/2024	PRTD	1921 HEADWATERS SEAT COVERS LLC	10/31/2024		110724jr	455.00
						CHECK 202671 TOTAL:	455.00
202672	11/07/2024	PRTD	1763 HELENA RECYCLING, LLC	10/30/2024	581	110724jr	25,077.60
						CHECK 202672 TOTAL:	25,077.60
202673	11/07/2024	PRTD	1058 HELENA SAND AND GRAVEL	10/22/2024	598	110724jr	169.48
						CHECK 202673 TOTAL:	169.48
202674	11/07/2024	PRTD	1057 HELENA STAMP WORKS & ENGRAVING	10/28/2024		110724jr	42.50
						CHECK 202674 TOTAL:	42.50
202675	11/07/2024	PRTD	1423 KOEHLER, NEIL	10/23/2024		110724jr	57.00
						CHECK 202675 TOTAL:	57.00
202676	11/07/2024	PRTD	1222 KOIS BROTHERS EQUIPMENT	10/30/2024	827	110724jr	159,795.00
						CHECK 202676 TOTAL:	159,795.00
202677	11/07/2024	PRTD	1640 KOLAR TIRE & AUTO	10/28/2024		110724jr	80.00
			KOLAR TIRE & AUTO	10/28/2024		110724jr	165.00

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

INV DATE	PO	CHECK RUN	NET
10/30/2024		110724jr	425.39
10/30/2024		110724jr	829.87
10/30/2024		110724jr	711.30
10/30/2024		110724jr	80.00
	CHECK	202677 TOTAL:	2,291.56
10/30/2024		110724jr	12.00
10/28/2024		110724jr	24.25
11/07/2024		110724jr	55.00
	CHECK	202678 TOTAL:	91.25
11/07/2024		110724jr	330.20
	CHECK	202679 TOTAL:	330.20
10/30/2024		110724jr	2,473.80
	CHECK	202680 TOTAL:	2,473.80
11/07/2024	908	110724jr	9,464.25
11/08/2024	945	110724jr	91,961.88
11/08/2024	945	110724jr	91,961.88
11/08/2024	945	110724jr	91,961.88
11/08/2024	945	110724jr	91,961.88
11/08/2024	945	110724jr	91,961.88
	CHECK	202681 TOTAL:	469,273.65
10/30/2024	580	110724jr	88,828.08
	CHECK	202682 TOTAL:	88,828.08

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

INV DATE	PO	CHECK RUN	NET
11/01/2024	936	110724jr	18,526.25
	CHECK	202683 TOTAL:	18,526.25
11/07/2024	PRTD	1153 LEWIS & CLARK HUMANE SOCIETY	
10/28/2024		110724jr	44.84
	CHECK	202684 TOTAL:	44.84
11/07/2024	PRTD	1227 LINCOLN TELEPHONE COMPANY INC.	
10/21/2024		110724jr	1,289.46
	CHECK	202685 TOTAL:	1,289.46
11/07/2024	PRTD	1400 LITHIA CHRYSLER DODGE OF HELENA	
10/28/2024		110724jr	25.52
	CHECK	202686 TOTAL:	25.52
11/07/2024	PRTD	1605 LUMEN	
10/28/2024		110724jr	260.19
	CHECK	202687 TOTAL:	260.19
11/07/2024	PRTD	1152 LYNN PEAVEY COMPANY	
10/28/2024		110724jr	130.00
	CHECK	202688 TOTAL:	130.00
11/07/2024	PRTD	1464 MACON SUPPLY, INC.	
10/30/2024	934	110724jr	33,720.87
10/30/2024		110724jr	2,400.00
	CHECK	202689 TOTAL:	36,120.87
11/07/2024	PRTD	1201 MARKS LUMBER MARKS LUMBER	
10/31/2024	931	110724jr	6,295.50
	CHECK	202690 TOTAL:	6,295.50
11/07/2024	PRTD	1207 MID-AMERICAN RESEARCH CHEMICAL	
10/31/2024		110724jr	41.25
	CHECK	202691 TOTAL:	41.25
11/07/2024	PRTD	1085 MONTANA PROPANE, INC.	
10/30/2024	923	110724jr	18,476.26
11/07/2024	PRTD	1534 MONTANA UNDERGROUND CONSTRUCTION	



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 202692 TOTAL:	18,476.26
202693	11/07/2024	PRTD	1931 MR. WISE DRY CLEANERS LLC	10/23/2024		110724jr	39.00
						CHECK 202693 TOTAL:	39.00
202694	11/07/2024	PRTD	1130 MT MUNICIPAL INTERLOCAL AUTHORITY	10/31/2024		110724jr	1,755.00
						CHECK 202694 TOTAL:	1,755.00
202695	11/07/2024	PRTD	1118 MURDOCH'S RANCH AND HOME SUPPLY	10/30/2024		110724jr	87.99
						CHECK 202695 TOTAL:	87.99
202696	11/07/2024	PRTD	2143 NAPA - HELENA	10/09/2024	919	110724jr	32.89
			NAPA - HELENA	10/23/2024		110724jr	7.01
			NAPA - HELENA	10/31/2024		110724jr	59.45
			NAPA - HELENA	10/31/2024		110724jr	40.32
			NAPA - HELENA	10/31/2024		110724jr	127.45
			NAPA - HELENA	10/31/2024		110724jr	14.88
			NAPA - HELENA	10/31/2024		110724jr	62.30
						CHECK 202696 TOTAL:	344.30
202697	11/07/2024	PRTD	2392 NATIONAL LAUNDRY CO.	10/29/2024		110724jr	3.01
			NATIONAL LAUNDRY CO.	10/29/2024		110724jr	52.86
			NATIONAL LAUNDRY CO.	10/30/2024		110724jr	127.06
			NATIONAL LAUNDRY CO.	10/30/2024		110724jr	96.73
			NATIONAL LAUNDRY CO.	10/31/2024		110724jr	86.86
			NATIONAL LAUNDRY CO.	10/29/2024		110724jr	89.86
						CHECK 202697 TOTAL:	456.38

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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
202698	11/07/2024	PRTD	1264 NITRO GREEN	10/29/2024		110724jr	74.00
			NITRO GREEN	10/18/2024		110724jr	116.00
				CHECK	202698	TOTAL:	190.00
202699	11/07/2024	PRTD	1096 NORTHWEST PIPE FITTINGS	10/31/2024	924	110724jr	6,874.40
			NORTHWEST PIPE FITTINGS	10/31/2024	924	110724jr	78,854.00
				CHECK	202699	TOTAL:	85,728.40
202700	11/07/2024	PRTD	999100 ALBRECHT CASEY MATTHEW	10/31/2024		110724jr	12.00
				CHECK	202700	TOTAL:	12.00
202701	11/07/2024	PRTD	999100 BLECK THOMAS H	10/31/2024		110724jr	12.00
				CHECK	202701	TOTAL:	12.00
202702	11/07/2024	PRTD	999100 COVERT JOHN PAUL	10/31/2024		110724jr	12.00
				CHECK	202702	TOTAL:	12.00
202703	11/07/2024	PRTD	999100 CULP KADYN MICHAEL	10/31/2024		110724jr	12.00
				CHECK	202703	TOTAL:	12.00
202704	11/07/2024	PRTD	999100 CUMLEY MICHAEL SHANE	10/31/2024		110724jr	25.00
				CHECK	202704	TOTAL:	25.00
202705	11/07/2024	PRTD	999100 DEMARTINO RYDEN CARMELA MARY	10/31/2024		110724jr	12.00
				CHECK	202705	TOTAL:	12.00
202706	11/07/2024	PRTD	999100 FINCHAM DAVID G	10/31/2024		110724jr	12.00
				CHECK	202706	TOTAL:	12.00

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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
10/31/2024		110724jr	25.00
	CHECK	202707 TOTAL:	25.00
10/31/2024		110724jr	12.00
	CHECK	202708 TOTAL:	12.00
10/31/2024		110724jr	12.00
	CHECK	202709 TOTAL:	12.00
10/31/2024		110724jr	25.00
	CHECK	202710 TOTAL:	25.00
10/31/2024		110724jr	25.00
	CHECK	202711 TOTAL:	25.00
10/31/2024		110724jr	12.00
	CHECK	202712 TOTAL:	12.00
10/31/2024		110724jr	25.00
	CHECK	202713 TOTAL:	25.00
10/31/2024		110724jr	12.00
	CHECK	202714 TOTAL:	12.00
10/31/2024		110724jr	12.00
	CHECK	202715 TOTAL:	12.00
10/31/2024		110724jr	12.00
	CHECK	202716 TOTAL:	12.00

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

INV DATE	PO	CHECK RUN	NET
10/31/2024		110724jr	25.00
	CHECK	202717 TOTAL:	25.00
10/31/2024		110724jr	25.00
	CHECK	202718 TOTAL:	25.00
10/31/2024		110724jr	12.00
	CHECK	202719 TOTAL:	12.00
10/31/2024		110724jr	12.00
	CHECK	202720 TOTAL:	12.00
10/31/2024		110724jr	12.00
	CHECK	202721 TOTAL:	12.00
10/31/2024		110724jr	12.00
	CHECK	202722 TOTAL:	12.00
10/31/2024		110724jr	12.00
	CHECK	202723 TOTAL:	12.00
10/31/2024		110724jr	6,000.00
	CHECK	202724 TOTAL:	6,000.00
10/31/2024		110724jr	6,000.00
	CHECK	202725 TOTAL:	6,000.00
10/31/2024		110724jr	4,000.00
	CHECK	202726 TOTAL:	4,000.00

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
202727	11/07/2024	PRTD	999130 Hammer, Diana	10/08/2024		110724jr	50.00
					CHECK	202727 TOTAL:	50.00
202728	11/07/2024	PRTD	1933 PAPER SHREDDERS LLC	10/22/2024		110724jr	70.00
					CHECK	202728 TOTAL:	70.00
202729	11/07/2024	PRTD	2524 PINE STALLS	10/30/2024		110724jr	105.00
			PINE STALLS	10/30/2024		110724jr	105.00
			PINE STALLS	10/30/2024		110724jr	230.00
			PINE STALLS	10/30/2024		110724jr	105.00
					CHECK	202729 TOTAL:	545.00
202730	11/07/2024	PRTD	1708 PITNEY BOWES GLOBAL FINANCIAL	10/28/2024		110724jr	1,930.86
					CHECK	202730 TOTAL:	1,930.86
202731	11/07/2024	PRTD	1451 PLATT ELECTRIC SUPPLY	10/28/2024	927	110724jr	130.12
			PLATT ELECTRIC SUPPLY	10/28/2024	926	110724jr	9.56
			PLATT ELECTRIC SUPPLY	10/28/2024	925	110724jr	684.74
			PLATT ELECTRIC SUPPLY	10/30/2024		110724jr	91.70
			PLATT ELECTRIC SUPPLY	10/30/2024		110724jr	201.06
					CHECK	202731 TOTAL:	1,117.18
202732	11/07/2024	PRTD	1102 POWER TOWNSEND	10/30/2024		110724jr	33.99
			POWER TOWNSEND	10/30/2024		110724jr	9.76
			POWER TOWNSEND	10/30/2024		110724jr	18.55
			POWER TOWNSEND	10/31/2024		110724jr	32.97
			POWER TOWNSEND	10/31/2024		110724jr	54.95
			POWER TOWNSEND	10/31/2024		110724jr	65.94

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 202732 TOTAL:	216.16
202733	11/07/2024	PRTD	2783 QUANTUMPOINT.ORG LLC	10/16/2024		110724jr	3,234.00
						CHECK 202733 TOTAL:	3,234.00
202734	11/07/2024	PRTD	2787 RANSOM, KAYCEE	10/30/2024		110724jr	509.18
						CHECK 202734 TOTAL:	509.18
202735	11/07/2024	PRTD	1072 ROBERT PECCIA & ASSOCIATES	11/01/2024		110724jr	12,047.80
						CHECK 202735 TOTAL:	12,047.80
202736	11/07/2024	PRTD	1106 ROCK HAND HARDWARE	10/30/2024		110724jr	5.99
			ROCK HAND HARDWARE	10/30/2024		110724jr	6.99
			ROCK HAND HARDWARE	10/30/2024		110724jr	25.99
			ROCK HAND HARDWARE	10/18/2024		110724jr	30.57
			ROCK HAND HARDWARE	10/31/2024		110724jr	12.94
			ROCK HAND HARDWARE	10/28/2024		110724jr	9.98
			ROCK HAND HARDWARE	10/30/2024		110724jr	14.18
			ROCK HAND HARDWARE	10/30/2024		110724jr	8.96
						CHECK 202736 TOTAL:	115.60
202737	11/07/2024	PRTD	1846 ROCKY MOUNTAIN RADIATOR	10/31/2024		110724jr	280.00
						CHECK 202737 TOTAL:	280.00
202738	11/07/2024	PRTD	1823 ROCKY MOUNTAIN SUPPLY, INC.	10/28/2024		110724jr	1,605.00
			ROCKY MOUNTAIN SUPPLY, INC.	10/31/2024		110724jr	1,426.33
						CHECK 202738 TOTAL:	3,031.33
202739	11/07/2024	PRTD	1098 ROD TABBERT CONSTRUCTION, INC.	10/30/2024		110724jr	3,000.00
			ROD TABBERT CONSTRUCTION, INC.	10/30/2024	922	110724jr	6,120.00

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 202739 TOTAL:	9,120.00
202740	11/07/2024	PRTD	1147 ROTARY CLUB OF HELENA	10/08/2024		110724jr	229.00
						CHECK 202740 TOTAL:	229.00
202741	11/07/2024	PRTD	2469 SANBELL - ROCKY MOUNTAIN	10/31/2024		110724jr	3,240.00
						CHECK 202741 TOTAL:	3,240.00
202742	11/07/2024	PRTD	1967 SECURE WARRANT	10/28/2024		110724jr	10,500.00
						CHECK 202742 TOTAL:	10,500.00
202743	11/07/2024	PRTD	2756 SERVICEMASTER CLEAN BY HM	10/03/2024		110724jr	2,050.00
						CHECK 202743 TOTAL:	2,050.00
202744	11/07/2024	PRTD	1897 SLATE ARCHITECTURE, INC.	10/28/2024		110724jr	2,232.00
			SLATE ARCHITECTURE, INC.	10/24/2024	938	110724jr	5,780.00
						CHECK 202744 TOTAL:	8,012.00
202745	11/07/2024	PRTD	1564 SOUTH HILLS ELECTRIC	10/22/2024		110724jr	435.00
						CHECK 202745 TOTAL:	435.00
202746	11/07/2024	PRTD	1333 SPARROW ENTERPRISES, INC	11/01/2024		110724jr	345.45
						CHECK 202746 TOTAL:	345.45
202747	11/07/2024	PRTD	1001 DEPARTMENT OF REVENUE	10/31/2024		110724jr	913.66
						CHECK 202747 TOTAL:	913.66
202748	11/07/2024	PRTD	1812 SUSAN DAY, PH.D.	10/28/2024		110724jr	300.00
						CHECK 202748 TOTAL:	300.00

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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
10/23/2024		110724jr	13.70
	CHECK	202749 TOTAL:	13.70
10/30/2024		110724jr	130.82
	CHECK	202750 TOTAL:	130.82
10/28/2024	878	110724jr	1,679.74
	CHECK	202751 TOTAL:	1,679.74
11/01/2024	462	110724jr	11,093.37
	CHECK	202752 TOTAL:	11,093.37
10/25/2024		110724jr	90,452.18
	CHECK	202753 TOTAL:	90,452.18
11/07/2024	933	110724jr	677.02
	CHECK	202754 TOTAL:	677.02
10/30/2024		110724jr	980.84
10/30/2024		110724jr	81.28
10/30/2024		110724jr	65.04
10/30/2024		110724jr	967.11
	CHECK	202755 TOTAL:	2,094.27
10/30/2024		110724jr	261.95
10/30/2024		110724jr	702.68
10/30/2024		110724jr	56.45
10/30/2024		110724jr	1,172.70



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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 202756 TOTAL:			2,193.78
202757 11/07/2024 PRTD	2733 WALKER CONSULTANTS	10/28/2024 110724jr	5,700.00
	WALKER CONSULTANTS	10/28/2024 110724jr	21,069.70
CHECK 202757 TOTAL:			26,769.70
202758 11/07/2024 PRTD	2784 WANER, CHRISTOPHER	10/23/2024 110724jr	35.00
CHECK 202758 TOTAL:			35.00
202759 11/07/2024 PRTD	1242 WE DUST CONTROL & DE-ICING, INC	10/28/2024 857 110724jr	4,660.50
CHECK 202759 TOTAL:			4,660.50
202760 11/07/2024 PRTD	2760 WEAVER, GEORGE	10/28/2024 110724jr	14.04
CHECK 202760 TOTAL:			14.04
202761 11/07/2024 PRTD	1394 WILLIAMS, CARMEN	10/30/2024 110724jr	515.00
CHECK 202761 TOTAL:			515.00

NUMBER OF CHECKS 129 \*\*\* CASH ACCOUNT TOTAL \*\*\* 1,265,541.24

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	124	1,181,486.90
TOTAL EFT'S	5	84,054.34

\*\*\* GRAND TOTAL \*\*\* 1,265,541.24



**Finance Dept.**  
316 North Park Avenue  
Helena, MT 59623

: Phone: 406-447-8417  
: Fax: 406-447-8434  
: Email: [jrensmon@helenamt.gov](mailto:jrensmon@helenamt.gov)

[helenamt.gov](http://helenamt.gov)

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November 22, 2024

To: Tim Burton, City Manager

From: Jamie Rensmon, Accounting Tech III-Accounts Payable

Subject: Claims Paid

The check register for 11/15/24 has been approved for claims in the amount of \$466,501.35. Checks numbered 202762 – 202845 and ACH numbered 484 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
484	11/15/2024	EFT	2562 EMPORIUM PRESENTS	11/13/2024		111424jr	19,270.02
					CHECK	484 TOTAL:	19,270.02
202762	11/15/2024	PRTD	1562 360 BUSINESS SOLUTIONS	10/31/2024		111424jr	17.77
			360 BUSINESS SOLUTIONS	11/06/2024		111424jr	57.47
			360 BUSINESS SOLUTIONS	11/07/2024		111424jr	26.99
			360 BUSINESS SOLUTIONS	11/07/2024		111424jr	82.96
			360 BUSINESS SOLUTIONS	11/07/2024		111424jr	208.19
					CHECK	202762 TOTAL:	393.38
202763	11/15/2024	PRTD	1003 A-1 RENTALS INC.	11/06/2024		111424jr	50.00
			A-1 RENTALS INC.	11/06/2024		111424jr	2.76
					CHECK	202763 TOTAL:	52.76
202764	11/15/2024	PRTD	2496 ACE ROOFING, LLC	09/23/2024		111424jr	1,640.00
					CHECK	202764 TOTAL:	1,640.00
202765	11/15/2024	PRTD	1126 ACTION FIRE EXTINGUISHER SERVICES	11/07/2024		111424jr	360.00
					CHECK	202765 TOTAL:	360.00
202766	11/15/2024	PRTD	1067 ACTION PRINT	11/06/2024		111424jr	308.55
					CHECK	202766 TOTAL:	308.55
202767	11/15/2024	PRTD	1185 ALPINE ANALYTICAL, INC.	10/31/2024		111424jr	250.00
			ALPINE ANALYTICAL, INC.	11/06/2024		111424jr	55.00
			ALPINE ANALYTICAL, INC.	11/07/2024		111424jr	1,180.00
					CHECK	202767 TOTAL:	1,485.00
202768	11/15/2024	PRTD	1174 ALSCO	11/06/2024		111424jr	32.08

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

INV DATE	PO	CHECK RUN	NET
CHECK 202768 TOTAL:			32.08
202769 11/15/2024	PRTD 2574	AMAZON CAPITAL SERVICES	11/01/2024 111424jr 38.58
		AMAZON CAPITAL SERVICES	11/01/2024 111424jr 20.97
CHECK 202769 TOTAL:			59.55
202770 11/15/2024	PRTD 2245	ASSOCIATED CONSTRUCTION ENGINEERING	10/23/2024 111424jr 500.00
CHECK 202770 TOTAL:			500.00
202771 11/15/2024	PRTD 1496	BAVCO INC	11/07/2024 111424jr 361.80
CHECK 202771 TOTAL:			361.80
202772 11/15/2024	PRTD 2646	BNSF RAILWAY COMPANY	11/07/2024 939 111424jr 5,852.00
CHECK 202772 TOTAL:			5,852.00
202773 11/15/2024	PRTD 1007	BURDICKS LOCKSMITH	10/31/2024 111424jr 15.00
CHECK 202773 TOTAL:			15.00
202774 11/15/2024	PRTD 1601	CENTURYLINK	11/07/2024 111424jr 225.14
CHECK 202774 TOTAL:			225.14
202775 11/15/2024	PRTD 1004	CITY OF HELENA UTILITY CUSTOMER SER	11/06/2024 111424jr 164.05
		CITY OF HELENA UTILITY CUSTOMER SER	11/06/2024 111424jr 69.32
		CITY OF HELENA UTILITY CUSTOMER SER	11/06/2024 111424jr 9.26
		CITY OF HELENA UTILITY CUSTOMER SER	11/06/2024 111424jr 28.14
		CITY OF HELENA UTILITY CUSTOMER SER	11/06/2024 111424jr 9.26
		CITY OF HELENA UTILITY CUSTOMER SER	11/06/2024 111424jr 15.40
		CITY OF HELENA UTILITY CUSTOMER SER	10/31/2024 111424jr 411.42
		CITY OF HELENA UTILITY CUSTOMER SER	10/31/2024 111424jr 908.44
		CITY OF HELENA UTILITY CUSTOMER SER	11/07/2024 111424jr 52.30



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

INV DATE	PO	CHECK RUN	NET
11/07/2024		111424jr	54.00
	CHECK	202779 TOTAL:	54.00
06/30/2024		111424jr	-144.59
06/30/2024		111424jr	43.34
08/08/2024		111424jr	16.18
09/06/2024		111424jr	63.38
11/01/2024		111424jr	166.27
10/18/2024		111424jr	92.87
	CHECK	202780 TOTAL:	237.45
11/06/2024		111424jr	53.96
	CHECK	202781 TOTAL:	53.96
11/07/2024		111424jr	1,495.19
	CHECK	202782 TOTAL:	1,495.19
10/31/2024		111424jr	600.00
	CHECK	202783 TOTAL:	600.00
10/31/2024		111424jr	2,660.77
10/31/2024		111424jr	134.72
	CHECK	202784 TOTAL:	2,795.49
11/07/2024		111424jr	6,907.80
	CHECK	202785 TOTAL:	6,907.80
11/06/2024		111424jr	35.00
11/06/2024		111424jr	31.06

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 202786 TOTAL:	66.06
202787	11/15/2024	PRTD	1399 ECOLAB PEST ELIMINATION	11/06/2024		111424jr	93.63
						CHECK 202787 TOTAL:	93.63
202788	11/15/2024	PRTD	2497 EPIC ELECTRIC, LLC	10/02/2024		111424jr	34,414.00
						CHECK 202788 TOTAL:	34,414.00
202789	11/15/2024	PRTD	1094 FASTENAL COMPANY	11/07/2024		111424jr	69.25
						CHECK 202789 TOTAL:	69.25
202790	11/15/2024	PRTD	1123 GENERAL DISTRIBUTING COMPANY	11/06/2024		111424jr	16.71
						CHECK 202790 TOTAL:	16.71
202791	11/15/2024	PRTD	1079 GEORGE'S DISTRIBUTING	11/13/2024		111424jr	186.22
						CHECK 202791 TOTAL:	186.22
202792	11/15/2024	PRTD	1030 GRAINGER, INC.	10/22/2024		111424jr	65.49
						CHECK 202792 TOTAL:	65.49
202793	11/15/2024	PRTD	2344 GUARDIAN ALLIANCE TECHNOLOGIES	11/07/2024		111424jr	180.00
						CHECK 202793 TOTAL:	180.00
202794	11/15/2024	PRTD	1339 HARRINGTON BOTTLING COMPANY	11/06/2024		111424jr	313.50
						CHECK 202794 TOTAL:	313.50
202795	11/15/2024	PRTD	1763 HELENA RECYCLING, LLC	11/07/2024	619	111424jr	2,541.50
						CHECK 202795 TOTAL:	2,541.50
202796	11/15/2024	PRTD	1058 HELENA SAND AND GRAVEL	11/06/2024	598	111424jr	2,062.20
			HELENA SAND AND GRAVEL	11/12/2024	598	111424jr	318.75

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

INV DATE	PO	CHECK RUN	NET
CHECK 202796 TOTAL:			2,380.95
202797 11/15/2024 PRTD	1371	HOME DEPOT CREDIT SERVICES	
		HOME DEPOT CREDIT SERVICES	11.94
		HOME DEPOT CREDIT SERVICES	14.36
		HOME DEPOT CREDIT SERVICES	-51.98
		HOME DEPOT CREDIT SERVICES	15.97
		HOME DEPOT CREDIT SERVICES	114.88
		HOME DEPOT CREDIT SERVICES	18.26
		HOME DEPOT CREDIT SERVICES	5.48
		HOME DEPOT CREDIT SERVICES	9.98
		HOME DEPOT CREDIT SERVICES	44.98
		HOME DEPOT CREDIT SERVICES	19.97
		HOME DEPOT CREDIT SERVICES	20.97
		HOME DEPOT CREDIT SERVICES	11.96
		HOME DEPOT CREDIT SERVICES	45.67
		HOME DEPOT CREDIT SERVICES	14.79
		HOME DEPOT CREDIT SERVICES	14.93
CHECK 202797 TOTAL:			312.16
202798 11/15/2024 PRTD	1347	J & D TOWING & RECOVERY OF HELENA	
			165.00
CHECK 202798 TOTAL:			165.00
202799 11/15/2024 PRTD	1640	KOLAR TIRE & AUTO	
		KOLAR TIRE & AUTO	338.28
		KOLAR TIRE & AUTO	80.00
		KOLAR TIRE & AUTO	80.00
		KOLAR TIRE & AUTO	1,336.00
		KOLAR TIRE & AUTO	90.00
		KOLAR TIRE & AUTO	80.00



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 202799 TOTAL:	2,004.28
202800	11/15/2024	PRTD	1087 L. N. CURTIS AND SONS	11/06/2024		111424jr	79.40
						CHECK 202800 TOTAL:	79.40
202801	11/15/2024	PRTD	2032 LANGUAGE LINE SERVICES, INC.	11/07/2024		111424jr	76.16
						CHECK 202801 TOTAL:	76.16
202802	11/15/2024	PRTD	1230 LEHRKIND'S COCA-COLA	11/04/2024		111424jr	73.50
						CHECK 202802 TOTAL:	73.50
202803	11/15/2024	PRTD	1318 LES SCHWAB	11/07/2024		111424jr	49.99
						CHECK 202803 TOTAL:	49.99
202804	11/15/2024	PRTD	1002 LEWIS & CLARK COUNTY PUBLIC WORKS	11/06/2024		111424jr	309.84
			LEWIS & CLARK COUNTY PUBLIC WORKS	11/06/2024		111424jr	2,787.50
			LEWIS & CLARK COUNTY PUBLIC WORKS	11/07/2024		111424jr	7,243.90
						CHECK 202804 TOTAL:	10,341.24
202805	11/15/2024	PRTD	2138 LITTLE JOHN'S PORTABLES AND SEPTIC	11/06/2024		111424jr	690.00
			LITTLE JOHN'S PORTABLES AND SEPTIC	11/06/2024		111424jr	780.00
						CHECK 202805 TOTAL:	1,470.00
202806	11/15/2024	PRTD	1201 MARKS LUMBER	11/06/2024		111424jr	1,023.65
						CHECK 202806 TOTAL:	1,023.65
202807	11/15/2024	PRTD	1083 MIDLAND IMPLEMENT CO INC	11/06/2024		111424jr	209.62
			MIDLAND IMPLEMENT CO INC	11/06/2024		111424jr	218.61
						CHECK 202807 TOTAL:	428.23

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
202808	11/15/2024	PRTD	1476 MIZUNO USA, INC.	11/06/2024		111424jr	755.50
					CHECK	202808 TOTAL:	755.50
202809	11/15/2024	PRTD	2506 MONTANA FLAG AND POLE COMPANY	11/06/2024		111424jr	99.00
					CHECK	202809 TOTAL:	99.00
202810	11/15/2024	PRTD	1474 MONTANA INTERACTIVE	11/07/2024		111424jr	150.00
			MONTANA INTERACTIVE	10/31/2024		111424jr	15,660.09
					CHECK	202810 TOTAL:	15,810.09
202811	11/15/2024	PRTD	1681 MONTANA RADIO COMPANY LLC	10/31/2024		111424jr	220.00
			MONTANA RADIO COMPANY LLC	10/31/2024		111424jr	168.00
			MONTANA RADIO COMPANY LLC	10/31/2024		111424jr	224.00
			MONTANA RADIO COMPANY LLC	10/31/2024		111424jr	224.00
			MONTANA RADIO COMPANY LLC	10/31/2024		111424jr	224.00
			MONTANA RADIO COMPANY LLC	10/31/2024		111424jr	225.00
			MONTANA RADIO COMPANY LLC	10/31/2024		111424jr	180.00
					CHECK	202811 TOTAL:	1,465.00
202812	11/15/2024	PRTD	1081 MORRISON-MAIERLE, INC.	11/07/2024		111424jr	10,134.23
			MORRISON-MAIERLE, INC.	11/07/2024		111424jr	22,378.48
					CHECK	202812 TOTAL:	32,512.71
202813	11/15/2024	PRTD	1931 MR. WISE DRY CLEANERS LLC	11/07/2024		111424jr	255.50
					CHECK	202813 TOTAL:	255.50
202814	11/15/2024	PRTD	1118 MURDOCH'S RANCH AND HOME SUPPLY	10/31/2024		111424jr	-5.00
			MURDOCH'S RANCH AND HOME SUPPLY	10/31/2024		111424jr	135.97
			MURDOCH'S RANCH AND HOME SUPPLY	11/06/2024		111424jr	384.93

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

CHK	DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK RUN	NET
			MURDOCH'S RANCH AND HOME SUPPLY	11/06/2024		111424jr	14.95
			MURDOCH'S RANCH AND HOME SUPPLY	11/07/2024		111424jr	8.57
			MURDOCH'S RANCH AND HOME SUPPLY	11/07/2024		111424jr	199.99
			MURDOCH'S RANCH AND HOME SUPPLY	11/07/2024		111424jr	209.99
				CHECK	202814	TOTAL:	949.40
202815	11/15/2024	PRTD	2143 NAPA - HELENA	11/06/2024		111424jr	28.08
			NAPA - HELENA	11/04/2024		111424jr	4.09
			NAPA - HELENA	11/05/2024		111424jr	24.86
			NAPA - HELENA	11/06/2024		111424jr	22.48
				CHECK	202815	TOTAL:	79.51
202816	11/15/2024	PRTD	1473 NASH ELECTRIC	11/07/2024		111424jr	188.76
				CHECK	202816	TOTAL:	188.76
202817	11/15/2024	PRTD	2392 NATIONAL LAUNDRY CO.	11/06/2024		111424jr	127.06
			NATIONAL LAUNDRY CO.	11/07/2024		111424jr	495.96
			NATIONAL LAUNDRY CO.	11/07/2024		111424jr	351.49
			NATIONAL LAUNDRY CO.	11/06/2024		111424jr	9.90
				CHECK	202817	TOTAL:	984.41
202818	11/15/2024	PRTD	1406 NEWLUN, JAMIE	11/07/2024		111424jr	327.00
				CHECK	202818	TOTAL:	327.00
202819	11/15/2024	PRTD	2789 NORDIC REFRIGERATION	11/07/2024		111424jr	315.00
				CHECK	202819	TOTAL:	315.00
202820	11/15/2024	PRTD	1467 NORTHERN COMMUNICATIONS	11/07/2024		111424jr	197.64

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 202820 TOTAL:	197.64
202821	11/15/2024	PRTD	1334 NORTHWESTERN ENERGY	11/15/2024		111424jr	183,466.24
						CHECK 202821 TOTAL:	183,466.24
202822	11/15/2024	PRTD	1158 PACIFIC STEEL AND RECYCLING	11/06/2024		111424jr	413.18
			PACIFIC STEEL AND RECYCLING	11/07/2024		111424jr	49.29
						CHECK 202822 TOTAL:	462.47
202823	11/15/2024	PRTD	1234 PICCOLO'S MUSIC	10/11/2024		111424jr	65.00
						CHECK 202823 TOTAL:	65.00
202824	11/15/2024	PRTD	1360 PINION TECHNOLOGY CORE	10/15/2024		111424jr	288.00
						CHECK 202824 TOTAL:	288.00
202825	11/15/2024	PRTD	1102 POWER TOWNSEND	11/06/2024		111424jr	5.79
						CHECK 202825 TOTAL:	5.79
202826	11/15/2024	PRTD	1645 QUIK PIK FOODS	11/06/2024		111424jr	27.50
						CHECK 202826 TOTAL:	27.50
202827	11/15/2024	PRTD	1065 QWIK SIGNS & CLASSIC CREATIONS	11/06/2024		111424jr	40.00
						CHECK 202827 TOTAL:	40.00
202828	11/15/2024	PRTD	1748 RDO EQUIPMENT CO.	11/07/2024		111424jr	18.00
						CHECK 202828 TOTAL:	18.00
202829	11/15/2024	PRTD	1106 ROCK HAND HARDWARE	10/31/2024		111424jr	14.58
			ROCK HAND HARDWARE	10/31/2024		111424jr	64.15
			ROCK HAND HARDWARE	10/31/2024		111424jr	12.34
			ROCK HAND HARDWARE	11/06/2024		111424jr	24.99

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
			ROCK HAND HARDWARE	11/06/2024		111424jr	79.84
			ROCK HAND HARDWARE	11/06/2024		111424jr	36.26
			ROCK HAND HARDWARE	11/06/2024		111424jr	6.59
			ROCK HAND HARDWARE	11/06/2024		111424jr	19.99
			ROCK HAND HARDWARE	11/06/2024		111424jr	83.92
			ROCK HAND HARDWARE	11/07/2024		111424jr	31.96
			ROCK HAND HARDWARE	11/06/2024		111424jr	13.77
			ROCK HAND HARDWARE	10/29/2024		111424jr	8.57
			ROCK HAND HARDWARE	10/30/2024		111424jr	8.51
			ROCK HAND HARDWARE	11/01/2024		111424jr	18.87
			ROCK HAND HARDWARE	11/01/2024		111424jr	14.00
					CHECK	202829 TOTAL:	438.34
202830	11/15/2024	PRTD	1449 S.J. PERRY CO., INC.	10/31/2024		111424jr	226.45
					CHECK	202830 TOTAL:	226.45
202831	11/15/2024	PRTD	2756 SERVICEMASTER CLEAN BY HM	11/07/2024		111424jr	325.00
			SERVICEMASTER CLEAN BY HM	11/07/2024		111424jr	325.00
					CHECK	202831 TOTAL:	650.00
202832	11/15/2024	PRTD	1597 SHELL ENERGY NORTH AMERICA	11/08/2024		111424jr	2,342.52
					CHECK	202832 TOTAL:	2,342.52
202833	11/15/2024	PRTD	1287 SIMPLOT PARTNERS	11/06/2024		111424jr	177.50
					CHECK	202833 TOTAL:	177.50
202834	11/15/2024	PRTD	1611 SLATTERY, ZACH	11/07/2024		111424jr	250.00

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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 202834 TOTAL:			250.00
202835 11/15/2024	PRTD 1212	SPIEKER SPRINKLERS, INC.	10/22/2024 111424jr 88.00
		SPIEKER SPRINKLERS, INC.	10/22/2024 111424jr 88.00
		SPIEKER SPRINKLERS, INC.	10/22/2024 111424jr 88.00
CHECK 202835 TOTAL:			264.00
202836 11/15/2024	PRTD 1115	ST. PETER'S HEALTH-AHA TRAINING	11/06/2024 111424jr 33.31
		ST. PETER'S HEALTH-AHA TRAINING	11/06/2024 111424jr 156.91
		ST. PETER'S HEALTH-AHA TRAINING	11/06/2024 111424jr 248.55
CHECK 202836 TOTAL:			438.77
202837 11/15/2024	PRTD 1001	DEPARTMENT OF LIVESTOCK	11/07/2024 111424jr 41.00
CHECK 202837 TOTAL:			41.00
202838 11/15/2024	PRTD 2396	TAMI CARLSON	11/07/2024 111424jr 30.00
CHECK 202838 TOTAL:			30.00
202839 11/15/2024	PRTD 1412	TITLEIST	11/06/2024 111424jr 161.60
CHECK 202839 TOTAL:			161.60
202840 11/15/2024	PRTD 1314	TORGERSON'S LLC	11/07/2024 929 111424jr 94,722.89
CHECK 202840 TOTAL:			94,722.89
202841 11/15/2024	PRTD 2360	US FOODS, INC.	11/06/2024 111424jr 920.48
		US FOODS, INC.	11/06/2024 111424jr 255.93
		US FOODS, INC.	11/06/2024 111424jr 51.40
		US FOODS, INC.	11/06/2024 111424jr 1,125.40
CHECK 202841 TOTAL:			2,353.21

11/15/2024 11:08 | City of Helena  
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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
202842	11/15/2024	PRTD	1543 USA BLUE BOOK	11/06/2024	940	111424jr	3,246.00
			USA BLUE BOOK	11/06/2024	941	111424jr	4,953.72
			USA BLUE BOOK	11/06/2024	942	111424jr	6,492.00
				CHECK	202842	TOTAL:	14,691.72
202843	11/15/2024	PRTD	1442 VALLEY SAND & GRAVEL	11/06/2024		111424jr	174.52
				CHECK	202843	TOTAL:	174.52
202844	11/15/2024	PRTD	1013 VAN'S THRIFTWAY	11/06/2024		111424jr	33.71
			VAN'S THRIFTWAY	11/06/2024		111424jr	14.77
			VAN'S THRIFTWAY	11/06/2024		111424jr	5.98
				CHECK	202844	TOTAL:	54.46
202845	11/15/2024	PRTD	1579 VERIZON WIRELESS	11/07/2024		111424jr	4,366.65
			VERIZON WIRELESS	11/06/2024		111424jr	716.08
				CHECK	202845	TOTAL:	5,082.73
NUMBER OF CHECKS				85	*** CASH ACCOUNT TOTAL ***		466,501.35
				COUNT	AMOUNT		
TOTAL PRINTED CHECKS				84	447,231.33		
TOTAL EFT'S				1	19,270.02		
						*** GRAND TOTAL ***	466,501.35



**Finance Dept.**  
316 North Park Avenue  
Helena, MT 59623

: Phone: 406-447-8417  
: Fax: 406-447-8434  
: Email: [jrensmon@helenamt.gov](mailto:jrensmon@helenamt.gov)

[helenamt.gov](http://helenamt.gov)

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November 22, 2024

To: Tim Burton, City Manager

From: Jamie Rensmon, Accounting Tech III-Accounts Payable

Subject: Claims Paid

The check registers for 11/19/24, 11/21/24 and 11/22/24 have been approved for claims in the amount of \$511,158.15. Checks numbered 202846 – 202955 and ACH's numbered 485 – 488 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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 | 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
485	11/19/2024	EFT	1842 EAGLE BEVERAGE - HELENA	11/18/2024		111924jr	157.00
					CHECK	485 TOTAL:	157.00
			NUMBER OF CHECKS	1		*** CASH ACCOUNT TOTAL ***	157.00
			TOTAL EFT'S		COUNT	AMOUNT	
					1	157.00	
						*** GRAND TOTAL ***	157.00

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
486	11/22/2024	EFT	1718 ABRAHAM II CONSTRUCTION SERVICES	10/25/2024		112124jr	26,300.00
			ABRAHAM II CONSTRUCTION SERVICES	10/25/2024		112124jr	37,450.00
				CHECK		486 TOTAL:	63,750.00
487	11/22/2024	EFT	1898 FISHER'S TECHNOLOGY	11/15/2024	610	112124jr	238.19
				CHECK		487 TOTAL:	238.19
488	11/22/2024	EFT	2620 SPARE LABS INC.	11/12/2024		112124jr	3,300.00
				CHECK		488 TOTAL:	3,300.00
202846	11/22/2024	PRTD	1238 3 RIVERS COMMUNICATIONS	11/14/2024		112124jr	18.03
				CHECK		202846 TOTAL:	18.03
202847	11/22/2024	PRTD	1562 360 BUSINESS SOLUTIONS	11/04/2024		112124jr	62.48
			360 BUSINESS SOLUTIONS	11/04/2024		112124jr	44.49
			360 BUSINESS SOLUTIONS	11/04/2024		112124jr	87.78
			360 BUSINESS SOLUTIONS	11/13/2024		112124jr	10.58
			360 BUSINESS SOLUTIONS	11/15/2024		112124jr	101.38
			360 BUSINESS SOLUTIONS	11/15/2024		112124jr	10.99
			360 BUSINESS SOLUTIONS	11/18/2024		112124jr	89.35
			360 BUSINESS SOLUTIONS	11/18/2024		112124jr	-119.90
			360 BUSINESS SOLUTIONS	11/15/2024		112124jr	310.14
			360 BUSINESS SOLUTIONS	11/20/2024		112124jr	-29.16
			360 BUSINESS SOLUTIONS	11/20/2024		112124jr	-53.98
			360 BUSINESS SOLUTIONS	11/20/2024		112124jr	160.48
			360 BUSINESS SOLUTIONS	11/21/2024	953	112124jr	51.58
			360 BUSINESS SOLUTIONS	11/21/2024	955	112124jr	60.98

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
						CHECK 202847 TOTAL:	787.19
202848	11/22/2024	PRTD	1953 406 RECYCLING LLC	11/02/2024	718	112124jr	100.00
						CHECK 202848 TOTAL:	100.00
202849	11/22/2024	PRTD	1182 A & M FIRE & SAFETY	11/14/2024		112124jr	216.00
						CHECK 202849 TOTAL:	216.00
202850	11/22/2024	PRTD	1003 A-1 RENTALS INC.	11/13/2024		112124jr	409.19
						CHECK 202850 TOTAL:	409.19
202851	11/22/2024	PRTD	1510 ACCESSO SHOWARE	10/31/2024		112124jr	2,837.70
						CHECK 202851 TOTAL:	2,837.70
202852	11/22/2024	PRTD	2210 ADVANCED MECHANICAL SYSTEMS	11/20/2024	967	112124jr	14,504.15
						CHECK 202852 TOTAL:	14,504.15
202853	11/22/2024	PRTD	2610 ALPHAGRAPHICS HELENA	11/21/2024	954	112124jr	217.22
						CHECK 202853 TOTAL:	217.22
202854	11/22/2024	PRTD	1185 ALPINE ANALYTICAL, INC.	11/08/2024		112124jr	240.00
			ALPINE ANALYTICAL, INC.	11/08/2024		112124jr	210.00
			ALPINE ANALYTICAL, INC.	11/19/2024		112124jr	55.00
						CHECK 202854 TOTAL:	505.00
202855	11/22/2024	PRTD	1485 ALPINE TECHNOLOGY CORPORATION	11/20/2024	620	112124jr	1,413.64
						CHECK 202855 TOTAL:	1,413.64
202856	11/22/2024	PRTD	1174 ALSCO	11/04/2024		112124jr	42.26
			ALSCO	11/13/2024		112124jr	44.55
			ALSCO	11/13/2024		112124jr	32.41

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 202856 TOTAL:	119.22
202857	11/22/2024	PRTD	1684 ANTONICK, LOU	11/14/2024		112124jr	136.00
						CHECK 202857 TOTAL:	136.00
202858	11/22/2024	PRTD	1434 APCO, AFC, INC.	11/14/2024		112124jr	3,635.00
						CHECK 202858 TOTAL:	3,635.00
202859	11/22/2024	PRTD	1074 AUTO TRIM DESIGN OF MONTANA	11/14/2024		112124jr	50.00
						CHECK 202859 TOTAL:	50.00
202860	11/22/2024	PRTD	1348 BALCO UNIFORM CO., INC.	11/14/2024		112124jr	785.00
						CHECK 202860 TOTAL:	785.00
202861	11/22/2024	PRTD	2479 BENEFIS	11/14/2024		112124jr	1,090.00
						CHECK 202861 TOTAL:	1,090.00
202862	11/22/2024	PRTD	1243 BURTON, TIM	11/13/2024		112124jr	18.40
						CHECK 202862 TOTAL:	18.40
202863	11/22/2024	PRTD	1022 CAPITAL COMMUNICATIONS	11/12/2024		112124jr	55.00
						CHECK 202863 TOTAL:	55.00
202864	11/22/2024	PRTD	1601 CENTURYLINK	11/14/2024		112124jr	3,266.50
						CHECK 202864 TOTAL:	3,266.50
202865	11/22/2024	PRTD	1004 CITY OF HELENA UTILITY CUSTOMER SER	11/06/2024		112124jr	129.40
			CITY OF HELENA UTILITY CUSTOMER SER	11/06/2024		112124jr	207.21
			CITY OF HELENA UTILITY CUSTOMER SER	11/06/2024		112124jr	15.40
			CITY OF HELENA UTILITY CUSTOMER SER	11/08/2024		112124jr	9.26

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	11/08/2024		112124jr	15.40
			CITY OF HELENA UTILITY CUSTOMER SER	11/08/2024		112124jr	100.00
			CITY OF HELENA UTILITY CUSTOMER SER	11/08/2024		112124jr	100.00
			CITY OF HELENA UTILITY CUSTOMER SER	11/12/2024		112124jr	40.92
			CITY OF HELENA UTILITY CUSTOMER SER	11/12/2024		112124jr	33.80
			CITY OF HELENA UTILITY CUSTOMER SER	11/12/2024		112124jr	25.52
			CITY OF HELENA UTILITY CUSTOMER SER	11/12/2024		112124jr	60.56
			CITY OF HELENA UTILITY CUSTOMER SER	11/13/2024		112124jr	12.00
				CHECK	202865	TOTAL:	749.47
202866	11/22/2024	PRTD	1760 CIVIC PLUS	11/13/2024		112124jr	121.83
				CHECK	202866	TOTAL:	121.83
202867	11/22/2024	PRTD	2624 COLUMN SOFTWARE	11/15/2024		112124jr	96.00
			COLUMN SOFTWARE	11/15/2024		112124jr	96.00
			COLUMN SOFTWARE	11/19/2024		112124jr	144.00
				CHECK	202867	TOTAL:	336.00
202868	11/22/2024	PRTD	2021 COMMUNICATION & MANAGEMENT SERVICES	11/14/2024		112124jr	3,705.00
				CHECK	202868	TOTAL:	3,705.00
202869	11/22/2024	PRTD	1223 CRAPO LTD	11/19/2024	856	112124jr	2,574.80
				CHECK	202869	TOTAL:	2,574.80
202870	11/22/2024	PRTD	1129 CRESCENT ELECTRIC SUPPLY CO.	11/14/2024		112124jr	19.36
				CHECK	202870	TOTAL:	19.36
202871	11/22/2024	PRTD	2068 CUES, INC.	10/31/2024		112124jr	2,560.00

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

INV DATE	PO	CHECK RUN	NET
		CHECK 202871 TOTAL:	2,560.00
202872 11/22/2024	PRTD 1020	DAKOTA SUPPLY GROUP INC	11/15/2024 112124jr 75.42
		CHECK 202872 TOTAL:	75.42
202873 11/22/2024	PRTD 2616	DEX IMAGING	10/11/2024 112124jr 197.86
		DEX IMAGING	11/12/2024 112124jr 118.57
		DEX IMAGING	11/15/2024 112124jr 1,053.81
		DEX IMAGING	11/18/2024 112124jr 12.98
		CHECK 202873 TOTAL:	1,383.22
202874 11/22/2024	PRTD 2347	DOCKTER, REBECCA	11/21/2024 959 112124jr 297.18
		CHECK 202874 TOTAL:	297.18
202875 11/22/2024	PRTD 1028	DOOR SYSTEMS OF MONTANA INC	11/15/2024 112124jr 732.00
		CHECK 202875 TOTAL:	732.00
202876 11/22/2024	PRTD 1124	DRUG INFORMATION SYSTEMS, INC.	11/14/2024 112124jr 740.00
		CHECK 202876 TOTAL:	740.00
202877 11/22/2024	PRTD 1033	ENERGY LABORATORIES, INC.	11/13/2024 112124jr 1,934.00
		CHECK 202877 TOTAL:	1,934.00
202878 11/22/2024	PRTD 1664	FALCON ENVIRONMENTAL CORPORATION	10/25/2024 112124jr 111,586.80
		FALCON ENVIRONMENTAL CORPORATION	10/25/2024 112124jr 27,896.70
		CHECK 202878 TOTAL:	139,483.50
202879 11/22/2024	PRTD 1549	FENCECRAFTERS HELENA INC	11/13/2024 112124jr 1,700.00
		CHECK 202879 TOTAL:	1,700.00

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
202880	11/22/2024	PRTD	1386 FERGUSON ENTERPRISES, INC. #10	11/15/2024		112124jr	271.09
					CHECK	202880 TOTAL:	271.09
202881	11/22/2024	PRTD	2692 FINS AND PINS	11/13/2024		112124jr	195.00
					CHECK	202881 TOTAL:	195.00
202882	11/22/2024	PRTD	1123 GENERAL DISTRIBUTING COMPANY	11/14/2024		112124jr	104.93
					CHECK	202882 TOTAL:	104.93
202883	11/22/2024	PRTD	1998 GOT SNOW?	11/20/2024		112124jr	560.00
					CHECK	202883 TOTAL:	560.00
202884	11/22/2024	PRTD	2035 GUSTAFSON, JOHN	11/14/2024		112124jr	97.97
					CHECK	202884 TOTAL:	97.97
202885	11/22/2024	PRTD	1339 HARRINGTON BOTTLING COMPANY	11/13/2024		112124jr	290.38
					CHECK	202885 TOTAL:	290.38
202886	11/22/2024	PRTD	2493 HAWKALUK, AIMEE	11/21/2024	960	112124jr	297.18
					CHECK	202886 TOTAL:	297.18
202887	11/22/2024	PRTD	1462 HELENA INK & TONER CO	11/13/2024		112124jr	128.75
					CHECK	202887 TOTAL:	128.75
202888	11/22/2024	PRTD	1058 HELENA SAND AND GRAVEL	11/14/2024	598	112124jr	1,467.48
			HELENA SAND AND GRAVEL	11/19/2024	598	112124jr	9,000.00
					CHECK	202888 TOTAL:	10,467.48
202889	11/22/2024	PRTD	1131 HELENA WEED CONTROL LLC	11/15/2024		112124jr	26,650.00

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

INV DATE	PO	CHECK RUN	NET
CHECK 202889 TOTAL:			26,650.00
10/08/2024		112124jr	6.17
10/17/2024		112124jr	111.88
10/30/2024		112124jr	20.94
10/30/2024		112124jr	11.97
11/08/2024		112124jr	39.98
CHECK 202890 TOTAL:			190.94
11/19/2024	961	112124jr	31,867.72
CHECK 202891 TOTAL:			31,867.72
11/14/2024		112124jr	115.37
CHECK 202892 TOTAL:			115.37
11/21/2024	958	112124jr	89.02
CHECK 202893 TOTAL:			89.02
11/18/2024	957	112124jr	3,587.21
CHECK 202894 TOTAL:			3,587.21
11/15/2024		112124jr	105.88
CHECK 202895 TOTAL:			105.88
11/12/2024		112124jr	870.00
CHECK 202896 TOTAL:			870.00
11/06/2024		112124jr	45.00
11/12/2024		112124jr	57.50
11/12/2024		112124jr	165.00



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
			KOLAR TIRE & AUTO	11/14/2024		112124jr	80.00
			KOLAR TIRE & AUTO	11/14/2024		112124jr	684.00
				CHECK	202897	TOTAL:	1,031.50
202898	11/22/2024	PRTD	1230 LEHRKIND'S COCA-COLA	11/13/2024		112124jr	31.50
			LEHRKIND'S COCA-COLA	11/14/2024		112124jr	24.00
			LEHRKIND'S COCA-COLA	11/18/2024		112124jr	31.50
				CHECK	202898	TOTAL:	87.00
202899	11/22/2024	PRTD	1002 INFORMATION TECHNOLOGY & SERVICES	11/15/2024	909	112124jr	65.98
				CHECK	202899	TOTAL:	65.98
202900	11/22/2024	PRTD	1002 LEWIS & CLARK COUNTY PUBLIC WORKS	11/15/2024		112124jr	12.70
			LEWIS & CLARK COUNTY PUBLIC WORKS	11/20/2024	963	112124jr	5,040.21
				CHECK	202900	TOTAL:	5,052.91
202901	11/22/2024	PRTD	1419 LFS, INC.	11/15/2024	951	112124jr	10,685.00
				CHECK	202901	TOTAL:	10,685.00
202902	11/22/2024	PRTD	2138 LITTLE JOHN'S PORTABLES AND SEPTIC	11/13/2024		112124jr	110.00
			LITTLE JOHN'S PORTABLES AND SEPTIC	11/13/2024		112124jr	95.00
			LITTLE JOHN'S PORTABLES AND SEPTIC	11/13/2024		112124jr	576.00
			LITTLE JOHN'S PORTABLES AND SEPTIC	11/15/2024		112124jr	110.00
				CHECK	202902	TOTAL:	891.00
202903	11/22/2024	PRTD	1471 LOWE'S	10/09/2024		112124jr	25.63
			LOWE'S	10/09/2024		112124jr	12.40
			LOWE'S	10/16/2024		112124jr	47.48
			LOWE'S	10/16/2024		112124jr	-47.48

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	10/16/2024		112124jr	56.98
			LOWE'S	10/16/2024		112124jr	52.23
			LOWE'S	10/17/2024		112124jr	28.08
			LOWE'S	10/15/2024		112124jr	62.61
			LOWE'S	10/24/2024		112124jr	36.76
			LOWE'S	10/30/2024		112124jr	14.19
			LOWE'S	10/24/2024		112124jr	24.75
			LOWE'S	11/06/2024		112124jr	64.64
			LOWE'S	11/06/2024		112124jr	27.06
			LOWE'S	11/06/2024		112124jr	31.29
			LOWE'S	10/31/2024		112124jr	45.71
			LOWE'S	11/13/2024		112124jr	111.71
					CHECK	202903 TOTAL:	594.04
202904	11/22/2024	PRTD	1468 MODERN MACHINERY COMPANY, INC.	11/06/2024		112124jr	66.00
					CHECK	202904 TOTAL:	66.00
202905	11/22/2024	PRTD	1144 MONTANA HYDRAULICS LLC	11/14/2024		112124jr	429.85
			MONTANA HYDRAULICS LLC	11/20/2024	965	112124jr	23,550.00
					CHECK	202905 TOTAL:	23,979.85
202906	11/22/2024	PRTD	1063 MONTANA LEAGUE OF CITIES & TOWNS	11/07/2024		112124jr	278.79
					CHECK	202906 TOTAL:	278.79
202907	11/22/2024	PRTD	2790 MULHERON, JAMES	11/12/2024		112124jr	138.08
					CHECK	202907 TOTAL:	138.08
202908	11/22/2024	PRTD	1118 MURDOCH'S RANCH AND HOME SUPPLY	11/08/2024		112124jr	159.98
			MURDOCH'S RANCH AND HOME SUPPLY	11/08/2024		112124jr	159.98

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
			MURDOCH'S RANCH AND HOME SUPPLY	11/13/2024		112124jr	35.96
			MURDOCH'S RANCH AND HOME SUPPLY	11/15/2024		112124jr	89.99
			MURDOCH'S RANCH AND HOME SUPPLY	11/15/2024		112124jr	79.98
				CHECK	202908	TOTAL:	525.89
202909	11/22/2024	PRTD	1473 NASH ELECTRIC	11/19/2024		112124jr	450.00
			NASH ELECTRIC	11/19/2024		112124jr	4,320.00
				CHECK	202909	TOTAL:	4,770.00
202910	11/22/2024	PRTD	2392 NATIONAL LAUNDRY CO.	11/12/2024		112124jr	102.72
			NATIONAL LAUNDRY CO.	11/12/2024		112124jr	12.49
			NATIONAL LAUNDRY CO.	11/13/2024		112124jr	96.73
			NATIONAL LAUNDRY CO.	11/14/2024		112124jr	118.88
			NATIONAL LAUNDRY CO.	11/19/2024		112124jr	127.06
				CHECK	202910	TOTAL:	457.88
202911	11/22/2024	PRTD	1092 NORTHWEST BATTERY & AUTOMOTIVE	11/04/2024		112124jr	146.00
			NORTHWEST BATTERY & AUTOMOTIVE	11/12/2024		112124jr	540.68
				CHECK	202911	TOTAL:	686.68
202912	11/22/2024	PRTD	999110 CARNEY, TIMOTHY & SHAUGHNESSY, MAUR	11/15/2024		112124jr	14,829.86
				CHECK	202912	TOTAL:	14,829.86
202913	11/22/2024	PRTD	999110 MACK, KATHERINE	11/15/2024		112124jr	27,590.00
				CHECK	202913	TOTAL:	27,590.00
202914	11/22/2024	PRTD	999120 CLAY, SCOTT	11/15/2024		112124jr	46.82
				CHECK	202914	TOTAL:	46.82

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
202915	11/22/2024	PRTD	999120 KAJANDER, EVAN	11/15/2024		112124jr	25.00
					CHECK	202915 TOTAL:	25.00
202916	11/22/2024	PRTD	1158 PACIFIC STEEL AND RECYCLING	11/13/2024		112124jr	159.05
					CHECK	202916 TOTAL:	159.05
202917	11/22/2024	PRTD	1988 PASSPORT LABS, INC.	11/12/2024		112124jr	1,319.55
					CHECK	202917 TOTAL:	1,319.55
202918	11/22/2024	PRTD	1949 PERRODIN, KAIT	11/15/2024		112124jr	500.00
					CHECK	202918 TOTAL:	500.00
202919	11/22/2024	PRTD	1715 PIONEER CHEMICAL SUPPLY L.L.C.	11/13/2024		112124jr	775.19
					CHECK	202919 TOTAL:	775.19
202920	11/22/2024	PRTD	1451 PLATT ELECTRIC SUPPLY	11/07/2024		112124jr	32.97
			PLATT ELECTRIC SUPPLY	11/13/2024		112124jr	67.89
					CHECK	202920 TOTAL:	100.86
202921	11/22/2024	PRTD	1616 POWELL COUNTY, MONTANA	11/15/2024		112124jr	5.00
					CHECK	202921 TOTAL:	5.00
202922	11/22/2024	PRTD	1102 POWER TOWNSEND	11/07/2024		112124jr	12.06
			POWER TOWNSEND	11/15/2024		112124jr	13.49
					CHECK	202922 TOTAL:	25.55
202923	11/22/2024	PRTD	1088 PUBLIC SERVICE COMMISSION	11/15/2024		112124jr	125.00
					CHECK	202923 TOTAL:	125.00

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
202924	11/22/2024	PRTD	1260 R & R DIESEL REPAIR, INC.	11/14/2024		112124jr	165.00
					CHECK	202924 TOTAL:	165.00
202925	11/22/2024	PRTD	2539 RAY, ALEX	11/15/2024		112124jr	124.95
					CHECK	202925 TOTAL:	124.95
202926	11/22/2024	PRTD	1978 RIVER OAKS COMMUNICATIONS CORP	11/21/2024	956	112124jr	684.00
					CHECK	202926 TOTAL:	684.00
202927	11/22/2024	PRTD	1106 ROCK HAND HARDWARE	11/04/2024		112124jr	13.99
			ROCK HAND HARDWARE	11/04/2024		112124jr	4.59
			ROCK HAND HARDWARE	11/04/2024		112124jr	29.98
			ROCK HAND HARDWARE	11/13/2024		112124jr	23.97
			ROCK HAND HARDWARE	11/13/2024		112124jr	23.37
			ROCK HAND HARDWARE	11/13/2024		112124jr	7.59
			ROCK HAND HARDWARE	11/13/2024		112124jr	7.59
			ROCK HAND HARDWARE	11/13/2024		112124jr	12.36
			ROCK HAND HARDWARE	11/13/2024		112124jr	9.99
			ROCK HAND HARDWARE	11/15/2024		112124jr	9.99
					CHECK	202927 TOTAL:	143.42
202928	11/22/2024	PRTD	1823 ROCKY MOUNTAIN SUPPLY, INC.	11/04/2024		112124jr	939.00
			ROCKY MOUNTAIN SUPPLY, INC.	11/12/2024		112124jr	1,503.00
					CHECK	202928 TOTAL:	2,442.00
202929	11/22/2024	PRTD	1098 ROD TABBERT CONSTRUCTION, INC.	11/12/2024	949	112124jr	15,300.00
					CHECK	202929 TOTAL:	15,300.00

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

INV DATE	PO	CHECK RUN	NET
11/14/2024		112124jr	1,290.00
	CHECK	202930 TOTAL:	1,290.00
11/08/2024		112124jr	2.69
	CHECK	202931 TOTAL:	2.69
11/13/2024		112124jr	1,035.00
	CHECK	202932 TOTAL:	1,035.00
11/19/2024		112124jr	560.00
	CHECK	202933 TOTAL:	560.00
11/14/2024		112124jr	160.00
11/19/2024		112124jr	5,500.00
	CHECK	202934 TOTAL:	5,660.00
11/14/2024		112124jr	1,000.00
	CHECK	202935 TOTAL:	1,000.00
11/12/2024		112124jr	119.99
	CHECK	202936 TOTAL:	119.99
11/12/2024		112124jr	744.11
	CHECK	202937 TOTAL:	744.11
11/15/2024		112124jr	20.83
	CHECK	202938 TOTAL:	20.83
11/13/2024		112124jr	45.00

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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	202939 TOTAL:	45.00
202940 11/22/2024	PRTD	1001 DEPARTMENT OF ENVIRONMENTAL QUALITY	
		11/14/2024 947	112124jr
			23,368.00
	CHECK	202940 TOTAL:	23,368.00
202941 11/22/2024	PRTD	2279 T-MOBILE	
		11/12/2024	112124jr
			2,371.21
	CHECK	202941 TOTAL:	2,371.21
202942 11/22/2024	PRTD	2131 TELEFLEX LLC	
		11/14/2024	112124jr
			1,196.00
	CHECK	202942 TOTAL:	1,196.00
202943 11/22/2024	PRTD	1356 THE UPS STORE 4489	
		11/06/2024	112124jr
			20.96
	CHECK	202943 TOTAL:	20.96
202944 11/22/2024	PRTD	2795 TIDY T'S CLEANING SERVICE	
		11/18/2024	112124jr
			500.00
	CHECK	202944 TOTAL:	500.00
202945 11/22/2024	PRTD	1818 TOP GUN RECOVERY LLC	
		11/12/2024	112124jr
			165.00
		TOP GUN RECOVERY LLC	
		11/14/2024	112124jr
			165.00
	CHECK	202945 TOTAL:	330.00
202946 11/22/2024	PRTD	2548 TRI-COUNTY FIRESAFE WORKING GROUP	
		11/20/2024 462	112124jr
			922.61
	CHECK	202946 TOTAL:	922.61
202947 11/22/2024	PRTD	2360 US FOODS, INC.	
		11/13/2024	112124jr
			1,059.63
	CHECK	202947 TOTAL:	1,059.63
202948 11/22/2024	PRTD	1543 USA BLUE BOOK	
		11/08/2024	112124jr
			430.18
		USA BLUE BOOK	
		11/08/2024	112124jr
			794.14
		USA BLUE BOOK	
		11/19/2024	112124jr
			110.16
		USA BLUE BOOK	
		11/19/2024	112124jr
			584.39

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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	202948 TOTAL:	1,918.87
202949	11/22/2024	PRTD	1148 UTILITIES UNDERGROUND LOCATION	10/10/2024		112124jr	916.76
			UTILITIES UNDERGROUND LOCATION	11/06/2024		112124jr	17.20
			UTILITIES UNDERGROUND LOCATION	11/14/2024		112124jr	877.20
					CHECK	202949 TOTAL:	1,811.16
202950	11/22/2024	PRTD	2749 VAN ZANT, ANDREW	11/14/2024		112124jr	10.00
					CHECK	202950 TOTAL:	10.00
202951	11/22/2024	PRTD	1013 VAN'S THRIFTWAY	11/13/2024		112124jr	117.82
					CHECK	202951 TOTAL:	117.82
202952	11/22/2024	PRTD	2760 WEAVER, GEORGE	11/14/2024		112124jr	974.25
					CHECK	202952 TOTAL:	974.25
202953	11/22/2024	PRTD	1841 WIRED ELECTRICAL SERVICES	11/12/2024		112124jr	22,170.99
					CHECK	202953 TOTAL:	22,170.99
			NUMBER OF CHECKS	111		*** CASH ACCOUNT TOTAL ***	510,673.10

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	108	443,384.91
TOTAL EFT'S	3	67,288.19

\*\*\* GRAND TOTAL \*\*\* 510,673.10



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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
202954	11/22/2024	PRTD	1079 GEORGE'S DISTRIBUTING	11/21/2024		112224jr	133.05
					CHECK	202954 TOTAL:	133.05
202955	11/22/2024	PRTD	1230 LEHRKIND'S COCA-COLA	11/21/2024		112224jr	195.00
					CHECK	202955 TOTAL:	195.00
NUMBER OF CHECKS				2	*** CASH ACCOUNT TOTAL ***		328.05
					COUNT	AMOUNT	
TOTAL PRINTED CHECKS					2	328.05	
						*** GRAND TOTAL ***	328.05

**City of Helena, Montana**

**November 12, 2024**

**To:** Mayor Collins and the Helena City Commission

**From:** David Knoepke, Transportation Director  
Matthew Petesch, Deputy City Attorney

**Subject:** Agreement for the Lease of City Conduit

**Present Situation:** Montana Internet Corporation (MIC) seeks to enter into an agreement with the City to lease, on a non-exclusive basis, a portion of the City's conduit for the purpose of constructing and operating its fiber optic cable.

**Background Information:** The City has constructed and installed a conduit system in Rodney Street. MIC is a telecommunication company that seeks to lease, on a non-exclusive basis, a portion of the City's conduit along Rodney Street, between Helena Avenue and Broadway Avenue, for the purpose of constructing and operating its fiber optic cable. In exchange for using the conduit, MIC will provide \$1,200 of compensation to the City. In lieu of paying \$800 per month of that \$1,200 monthly figure, MIC will install and provide free 1Gbps x 1Gbps fiber circuits (symmetrical Internet Service) to the two following City locations: (1) the City's Street Maintenance building located at 3001 East Lyndale Avenue, Helena, MT 59601 and (2) the City's Park Maintenance location at 1201 North Ewing Street, Helena, MT 59601. The term of the agreement is ten years. Every two years, the City and MIC will meet to discuss whether an escalator to the monthly lease payment would be appropriate given inflation during that period of time. During such a meeting, the City may increase the monthly payment by no more than 3% every two years, subject to negotiated agreement between the parties.

**Proposal/Objective:** Consider an agreement for the lease of City conduit between the City and MIC.

**Advantage:** The City will receive \$1,200 of total compensation per month during the term of the agreement.

**Notable Energy Impact:** N/A

**Disadvantage:** N/A

**Notice of Public Hearing:** N/A

**Staff Recommendation/  
Recommended Motion:** Move to approve the agreement for the lease of City conduit between the City and MIC.

## AGREEMENT FOR THE LEASE OF CITY CONDUIT

This AGREEMENT FOR THE LEASE OF CITY CONDUIT (“Agreement”) is made and entered into this \_\_\_\_\_ day of October, 2024, by and between the City of Helena, Montana (“City”) and Montana Internet Corp. (“Grantee”). The City and Grantee may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

### RECITALS

WHEREAS, the City has constructed and installed a conduit system in certain portions of the City (“City Conduit”);

WHEREAS, Grantee is a provider of telecommunications service, and desires to use a portion of the City Conduit to serve commercial and residential clients within the City;

WHEREAS, the City owns certain underground conduit facilities, along with necessary vaults, handholds and manholes for access, located within the boundaries of the City; and

WHEREAS, the City desires to lease part of the City Conduit (“Leased Conduit”) along Rodney Street on a non-exclusive basis including access rights to the vaults, handholds and manholes to the Leased Conduit to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in consideration of the mutual covenants, terms and conditions contained herein, the Parties hereby agree as follows:

**1. Incorporation of Recitals.** The above recitals are incorporated herein by this reference as part of this Agreement.

**2. Definitions.** As used in this Agreement, the following words and phrases shall have the meanings given in this Section. When not inconsistent with context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

A. “City Conduit” means conduit owned by the City.

B. “Grantee Fiber” means the fiber optic cable owned by Grantee to be placed in Leased Conduit for Grantee’s delivery of Telecommunications Services.

C. “Leased Conduit” means part of the City Conduit including access rights to the vaults, handholds and manholes to the Leased Conduit.

D. “Right-of-Way” means the surface of, and the space above and below the streets, alleys, viaducts, bridges, roads, lanes sidewalks, public easements, public rights of way, utility easements and dedicated easements within the City.

E. “Telecommunications Service” has the meaning set forth in 47 U.S.C. Section 153(53).

**3. Lease of Conduit.**

A. Leased Conduit. The City hereby leases, on a non-exclusive basis, to Grantee, Leased Conduit along Rodney Street, between Helena Avenue and Broadway Avenue, as more fully depicted on the map which is attached hereto as Exhibit A and incorporated herein by reference.

B. Use of Public Right-of-Way. The City also grants to Grantee a non-exclusive right to make reasonable and lawful use of the Right-of-Way to construct, operate, maintain, reconstruct and rebuild fiber optic cable for the purposes of delivering Telecommunications Services including Internet Service to businesses and residents within the City subject to the conditions, terms and provisions contained in this Agreement. The City reserves the right to grant similar uses, leases, agreements, permits or any other rights with regard to the Right-of-Way to any other person.

**4. Term.** The term of this Agreement is for a period of ten (10) years commencing upon the effective date of this Agreement. The effective date of this Agreement shall be April 1, 2025, assuming the City Commission of the City of Helena approves. If the City Commission fails to approve this Agreement, the Agreement is void.

**5. Renewal of Agreement.** This Agreement will automatically renew for one additional five (5) year term so long as Grantee is not in default at the conclusion of the initial term. The City will make a determination as to whether there is a default at least thirty (30) days prior to the end of the initial term. A failure to do so will result in an automatic extension of this Agreement. However, renewal of this Agreement shall not preclude renegotiation of the annual monetary compensation amount.

**6. Compensation.** The Leased Conduit is hereby leased at the rate of \$1,200 per month. In lieu of paying \$800 per month of that \$1,200 monthly figure, Grantee shall install and provide free 1Gbps x 1Gbps fiber circuits that can be routed via a VLAN to an internal network or directly connected to the Internet to the two following City locations: (1) the City's Street Maintenance building located at 3001 East Lyndale Avenue, Helena, MT 59601 and (2) the City's Park Maintenance location at 1201 North Ewing Street, Helena, MT 59601.

All of Grantee’s payments shall be due and payable to the City by the 10<sup>th</sup> day of each month during the term of this Agreement, or any renewal thereof.

Every two (2) years after the date of this Agreement, the City and Grantee shall meet to discuss whether an escalator to the monthly Lease payment would be appropriate given inflation during that period of time. During such meeting, the City may increase the monthly payment from Grantee by no more than 3% every two years, subject to negotiated agreement between the parties.

**7. No Alterations or Improvements by Grantee.** Grantee shall not alter or construct or cause to be altered or constructed any changes to the Leased Conduit. The City shall have the sole right to splice, repair or otherwise modify City fiber in the City Conduit. The Grantee shall not

place any temporary or permanent sign or structure on the Leased Conduit without first obtaining the written consent of the City.

**8. Access by the City.** The City shall have the right to access the City Conduit at any time to examine the same and determine the maintenance and state of repair. When occasional routine maintenance is reasonably required, the City will make its best efforts to notify Grantee of any planned outages and the City shall use its best efforts to minimize disruption of utilization of the Leased Conduit.

**9. Fire or Other Catastrophic Loss.** If any portion of the Leased Conduit shall be damaged by fire, the elements or other causes, the City will cause the same to be promptly repaired and restored subject to the proviso below. If such damage is the result of the negligence of Grantee or its employees, the City shall repair and restore the Leased Conduit at Grantee's expense. If any portion of the Leased Conduit is so damaged as to be unfit for use or occupancy, the rent of Grantee shall be adjusted accordingly. If any portion of the Leased Conduit is destroyed to the extent of fifty percent (50%) or more of the replacement value of the Leased Conduit, including materials and labor, the City may, at its option, terminate this Agreement.

**10. AS IS, WHERE IS Condition.** The Grantee accepts the Leased Conduit and associated facilities and equipment in an AS IS, WHERE IS condition without warranties of any kind or nature.

**11. As-Built Drawings.** Within thirty (30) days after installation of Grantee Fiber in the Leased Conduit, the Grantee shall provide the City with as-built drawings along with any measurements and distances. Grantee is responsible for the design, engineering and construction costs of its fiber.

**12. Construction Standards.**

A. Design Standards. Grantee shall comply with all of the design, construction, restoration, inspection, and maintenance procedures and requirements set forth in the City's standards and policies pertaining to the use of and work in the right-of-way. Prior to installing any fiber or infrastructure in the right-of-way, Grantee shall obtain, at its cost, all required permits to work in the right-of-way.

B. Inspection of Leased Conduit. Prior to installing Grantee Fiber in the Leased Conduit, Grantee shall inspect that segment of the City Conduit, document the condition of the segment in a format agreeable to both Parties, and provide such documentation to the City. Such documentation shall include, for each segment of Leased Conduit in the City Conduit:

1. the number and diameter of empty conduits between the endpoints;
2. identification of any empty conduits that are not continuous, are obstructed, or are otherwise not usable;
3. physical labeling of the identified unusable conduits at the endpoints;
4. identification of fiber installed in used City Conduits by cable type and owner, based on available labels and markings;
5. confirmation that the segment includes locate wire;
6. GIS coordinates of all access points; and

7. identification of any abandoned fiber.

If Grantee discovers damage to that segment of the City Conduit or that there is no empty conduit in that segment, it shall immediately notify the City of such damage or unavailability.

C. **Relocation.** In the event the City decides to relocate any part of the Leased Conduit, then Grantee shall be responsible for any expenses associated with the relocation of the Grantee Fiber. In the event of any relocation, the City agrees to provide Grantee with sixty (60) days' notice in writing, unless failure to relocate poses a threat to the health, safety or welfare of the public or individuals, as determined by the City, in which case the City shall have the right to move the Leased Conduit without such notice or with a lesser notice.

D. **Repair of Damages.** Grantee agrees to promptly repair all damage caused by Grantee or its contractors to the Leased Conduit or City Conduit or to any existing fiber optic cable owned by the City, or any other fiber optic cable owner located within the City Conduit. If such damage poses a threat to the health, safety or welfare of the public or individuals, the City may cause repairs to be made at Grantee's expense and Grantee shall reimburse the City within thirty (30) days of its receipt of an invoice for the repairs.

**13. Use of Fiber.** Grantee shall use its fiber solely for lawful purposes and shall at all times comply with all laws, regulations and ordinances. Operation, maintenance and repair of electronics associated with Grantee Fiber shall be the sole responsibility of Grantee. The Grantee shall promptly notify the City of any matters pertaining to any damage or impending damage to or loss of the Leased Conduit that are known to it and that could reasonably be expected to adversely affect the Leased Conduit.

**14. Non-interference.** Grantee shall not use any equipment, technology or methods of operation that interfere in any way with or adversely affect the Leased Conduit or City Conduit or the use of the City Conduit by the City or any third party for their respective fibers, equipment or facilities. Grantee shall take all reasonable precautions to prevent damage to the Leased Conduit and City Conduit and to fibers used or owned by the City or a third party.

**15. Other Conditions.**

A. The City and Grantee shall identify agreed upon locations for the installation of the fiber termination enclosures, which locations shall serve as the demarcation points. The maintenance, repair and operation for all terminations, fiber, cables, and electronics of Grantee shall be the sole responsibility of Grantee.

B. In the event that Grantee reports a malfunction which results in the dispatch of the City's maintenance and repair provider and it is determined that the cause of such disruption of service was not related to the City Conduit but instead was related to Grantee's equipment or facilities, Grantee shall be responsible for the cost of such dispatch by the City's maintenance and repair provider.

**16. Indemnification.** Grantee agrees to defend, hold harmless, and indemnify the City and its elected officials, officers, agents and employees, from and against any and all claims, losses,

actions, judgments, damages, costs, expenses, attorneys' fees, or injury to or death of any person or damage to property arising out of or in connection with the acts, omissions, performance or activities of Grantee, Grantee's agents, employees, or representatives under this Agreement. Grantee specifically agrees, without limitation, to defend, hold harmless, and indemnify the City and its elected officials, officers, agents and employees from and against any and all claims, losses, actions, judgments, damages, costs, expenses and attorneys' fees arising out of or in connection with Grantee's use of the Leased Conduit.

**17. Insurance.** Grantee shall, at its own cost and expense, secure and maintain in force, throughout the term of this Agreement, Comprehensive General Liability Insurance and Automobile Liability Insurance for owned, non-owned and hired vehicles and Employers Liability Insurance with competent and qualified insurance companies, covering any and all damages to the City caused by the Grantee's acts, omissions or negligence. The total available limits to all insureds will not be less than \$2,000,000 Combined Single Limit for each occurrence and \$2,000,000 Aggregate for each annual period. Such insurance may be provided in a policy or policies, primary and excess, including umbrella or catastrophe form, and each such policy shall be endorsed to show the City, its elected officials, officers, agents and employees as additional insureds. Grantee shall require the insurance companies to notify the City at least thirty (30) days prior to the effective date of any cancellation or modification of such policies. Any insurance of the City shall be excess insurance and not contribute to Grantee's insurance, which shall be primary. Grantee shall provide certificates of insurance to the City which are satisfactory to the City. Grantee shall also carry Workers Compensation Insurance in accordance with State statutory limits.

**18. Default.** If Grantee defaults in any of the terms, conditions or provisions of this Agreement for a period of thirty (30) days after written notice of default has been sent by the City, then the City, at its option and in addition to all other legal and equitable remedies, may declare this Agreement forfeited and terminated and Grantee shall remove its fiber from the Leased Conduit along with any related equipment. Upon such forfeiture and termination, all rights of Grantee under this Agreement shall immediately terminate as will the City's right to receive free Internet service at the two specified locations. Provided, however, that nothing herein shall be considered as an exclusive election of remedies on the part of the City.

**19. Assignment.** Grantee shall not sublease, transfer, assign, license, encumber, or otherwise convey this Agreement or any rights or interests under this Agreement or the use of the Leased Conduit to anyone without the prior written consent of the City.

**20. Notices.** Any notice may be served upon the City by certified mail to the Transportation Systems Director at 3001 E Lyndale Avenue, Helena, Montana 59601 and any notice may be served upon Grantee by certified mail to Grantee at 1424 National Ave., Helena, Montana 59601. Service of a notice by certified mail shall be deemed complete upon the date of the receipt of certified mail. Either party may change the address for service of notice by written notice to the other party.

**21. In-Kind Services.** At the City's sole discretion, compensation for all or part of the Leased Conduit contemplated by this Agreement may consist of free Internet access and other related in-kind services provided by Grantee to the City.

A. Subject to the provisions of this paragraph, the City shall pay no additional costs for such Internet access and other related Grantee services during the term of this Agreement. Every two (2) years after the date of this Agreement, the City and Grantee shall meet to discuss whether an escalator to the monthly charge for Internet service would be appropriate given inflation during that period of time. During such meeting, the Grantee may increase the monthly payment from the City, if any, by no more than 3% every two years, subject to negotiated agreement between the parties. Further, as technology is rapidly changing at any time, at the request of the City, the City and Grantee shall meet to discuss whether an increase in Internet speeds would be appropriate given technology at that time. Grantee may increase the Internet speeds at any time, within ten (10) days after written request by the City, subject to renegotiation between the parties of the additional monthly payment amount, if any.

B. The City, at its sole discretion, may reject Grantee's Internet access connections and service at any time and may, thereafter, require Grantee to pay the monetary fee established by this Agreement. Should the City determine to receive additional cash payments up to the total monthly amount, plus the escalator, as provided herein, the City shall give Grantee not less than ten (10) days prior written notice of such change.

C. The Internet connections provided by Grantee can only be utilized for lawful purposes. The transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be illegal, threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or judged by Grantee to be inappropriate or improper such as bulk e-mail messages. If the City violates the terms of this paragraph, Grantee may temporarily terminate service, without notice, without liability to Grantee until the violation is remedied. Grantee reserves the right to reasonably monitor the City's Internet traffic, to ascertain compliance with the terms of this paragraph.

D. Grantee reserves the right to terminate service to the City if the City damages or degrades the Grantee's network for any reason, intentional or otherwise. Since degradation of the Grantee's network can occur because of excessive use of bandwidth or the creation of packet storms, viruses, or any other such cause, Grantee shall have the right to take any preventative



measures it deems necessary to protect the network from such degradations including, but not necessarily limited to, temporary interruption of service. If possible the City will receive a warning and have twenty-four (24) hours to rectify the situation.

**22. Liens and Encumbrances.** Grantee shall not directly or indirectly create or impose any lien or encumbrance on the Leased Conduit or City Conduit or any other property of the City, or on the rights or title relating thereto. Grantee will promptly, at its own expense, take such action as may be necessary to duly discharge any lien or encumbrance created by it.

**23. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, THOSE BASED ON LOSS OF REVENUES, LOSS OF PROFITS OR LOSS OF BUSINESS OPPORTUNITIES, OR FRUSTRATION OF ECONOMICS OR BUSINESS EXPECTATIONS.

**24. Disclaimer of Representations and Warranties.** The City makes no representations or warranties of any kind, either express or implied, regarding the Leased Conduit or City Conduit including, without limitation, warranties of merchantability, or fitness for a particular purpose, and assumes no obligation with respect to the enforcement of any manufacturers' warranties. Verbal statements made by City employees, contractors, subcontractors, agents and designees do not constitute warranties, shall not be relied upon by Grantee, and are not part of this Agreement.

**25. Force Majeure.** Neither party shall be deemed to be in breach of this Agreement during any period of time in which it is unable to perform its obligations as a result of the occurrence of an event of force majeure, which shall include, but not be limited to, acts of God, denial of access to or loss of utility service or facilities, or any other circumstance beyond the reasonable control of one of the parties. The required time for performance hereunder shall be extended to account for any such force majeure event.

**26. Taxes and Fees.** Grantee shall be responsible for the payment of all applicable Federal, State and local taxes, surcharges, utilities, and other assessments or fees due to its use of the Leased Conduit and its personal property.

**27. Utility Notification Center.** Grantee agrees to maintain membership in, and coordinate its activities with, the Montana Utility Notification Center- Montana 811 and any successor organization. Grantee agrees to respond promptly and appropriately to all line location requests from the public or from utilities or other companies or persons, whether or not such requests are made through the Utility Notification Center.

**28. Removal of Facilities.** Upon the termination or non-renewal of this Agreement, and at the City's sole discretion, Grantee shall either remove all fiber and facilities owned by Grantee within or associated with the Leased Conduit, at Grantee's sole cost and expense, or abandon the fiber and facilities in place. All fiber and facilities abandoned in place, which are not otherwise owned by the City, shall become the property of the City.

**29. Bankruptcy or Insolvency.** Either Party may terminate this Agreement effective upon giving written notice in the event the other Party: (1) makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (2) applies for, consents to, or acquiesces in the appointment of a receiver, trustee, custodian, or liquidator for all or substantially all of its assets; (3) consents to or acquiesces in, a petition seeking relief or reorganization under any bankruptcy or insolvency laws; or (4) files a petition seeking relief or reorganization under any bankruptcy or insolvency laws.

**30. Public Records Act.** This Agreement is subject to MCA Title 2, Chapter 6 - Public Records.

**31. Miscellaneous Provisions.**

A. Headings. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content.

B. Mutual Effort. This Agreement is the mutual effort of both Parties hereto. Accordingly, in the event of ambiguity, no presumption shall be imposed against any Party by reason of document preparation.

C. Time of Performance. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

D. Amendment. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the parties.

E. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors and assigns.

F. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and shall not confer any rights upon any person or entity not a party to this Agreement.

G. Waiver. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not affect in any way the full right to require such performance at any subsequent time; nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of a succeeding breach or as a waiver of the provision itself.

H. Attorneys' Fees and Expenses. In the event either party incurs legal fees and expenses to enforce the terms or conditions of this Agreement, the substantially prevailing party is entitled to recover its reasonable attorneys' fees and other costs and expenses, in addition to such other relief as the court may deem proper.

I. Applicable Law and Venue. It is agreed that this Agreement shall be construed under and governed by the laws of the State of Montana. In the event of litigation, the proper

venue shall be in the State District Court in Lewis and Clark County or the U.S. District Court for the District of Montana in Helena.

J. Relationship of Parties. The relationship between the City and Grantee shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership, agency, or joint venture relationship between them.

K. Entire Agreement. This Agreement contains the entire agreement between the parties related to the subject matter hereof, and no prior statements, promises, or inducements made by either party, or agents of either party are valid or binding unless contained herein.

L. Conflict. In the event of a conflict between this Agreement and the City Code, the more restrictive shall control.

M. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

N. Severability. If any provision of this Agreement is found to be invalid, unenforceable or unconstitutional by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

O. Governmental Immunity. The City does not waive its governmental immunity or any of its defenses as provided by Montana law.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first above written.

CITY OF HELENA, MONTANA

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

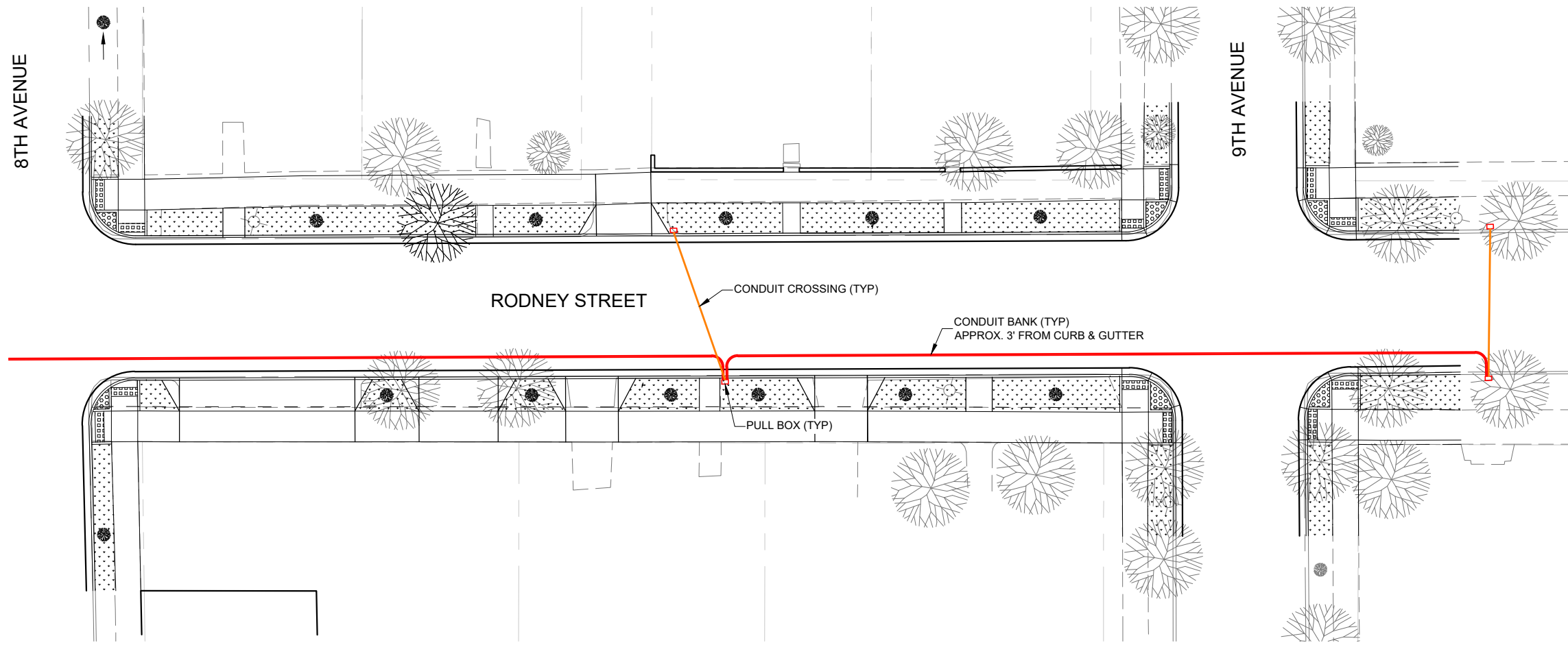
\_\_\_\_\_  
City Attorney

MONTANA INTERNET CORP.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

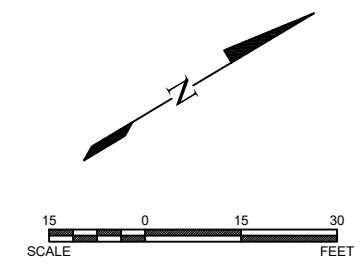
**Exhibit A**

**(to be provided and agreed upon by the parties)**



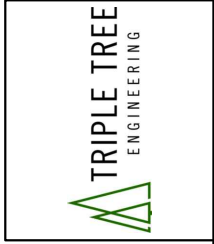
**NOTES:**

- CONDUIT BANK - A RUN OF THREE 4" PVC PIPES
- CONDUIT CROSSING - A RUN OF TWO 4" PVC PIPES



NO.	REVISION DESCRIPTION	BY	DATE

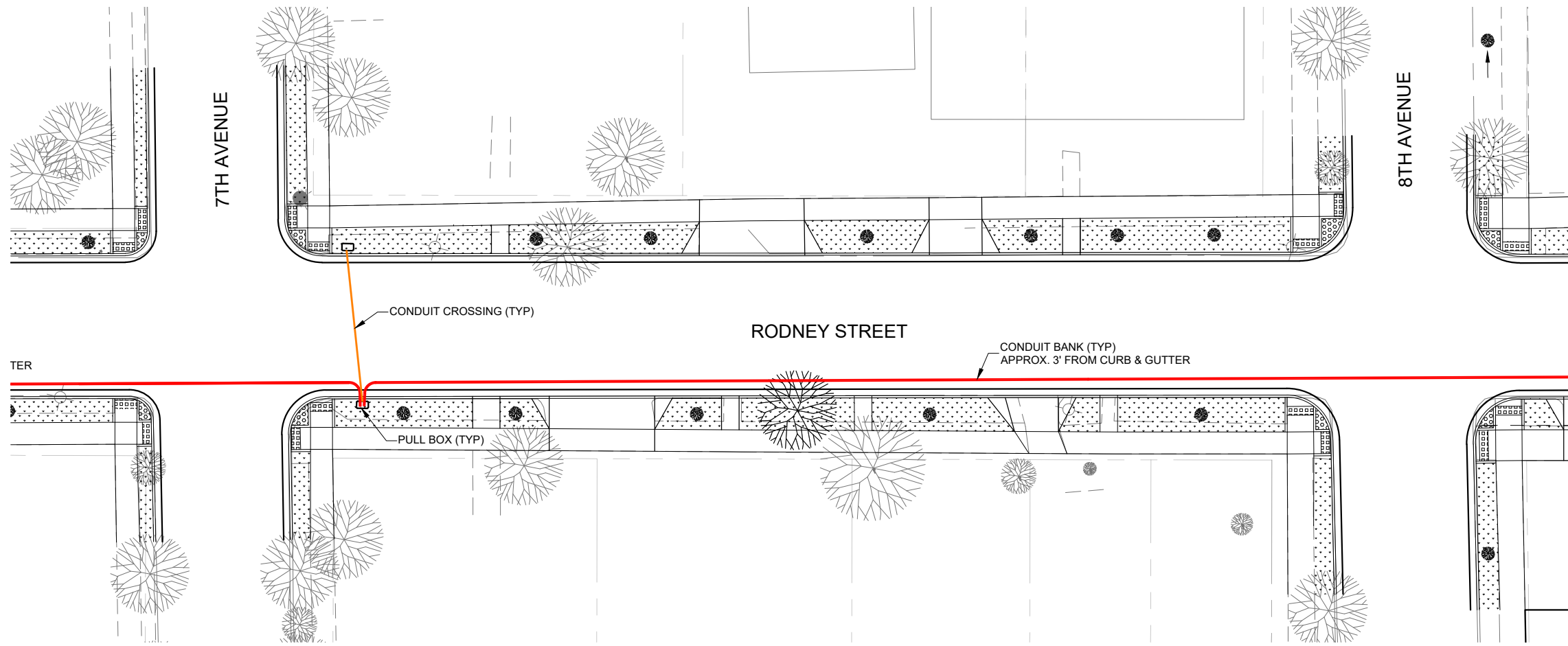
PROJECT: 20-61  
 DESIGNED:  
 DRAWN: PETERS  
 CHECKED: CRAWFORD  
 APPROVED:  
 DATE: 08/19/2021



**CITY OF HELENA, MONTANA**  
**RODNEY STREET - PHASE I**  
 CONDUIT AS-BUILT  
 RODNEY ST.

SHEET NO.  
**1**  
 OF 6

May 10, 2024 - 2:33pm - P:\Helena\20-61\_Rodney\SP\Phase 1\CA\Design\Phase 1\ConstructionDrawings\ReferenceDrawings\20-61\_BaseProposed.dwg

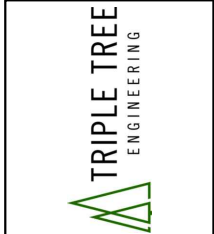


**NOTES:**

- CONDUIT BANK - A RUN OF THREE 4" PVC PIPES
- CONDUIT CROSSING - A RUN OF TWO 4" PVC PIPES

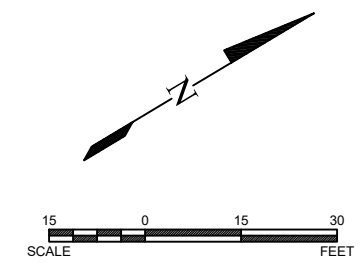
NO.	REVISION DESCRIPTION	BY	DATE

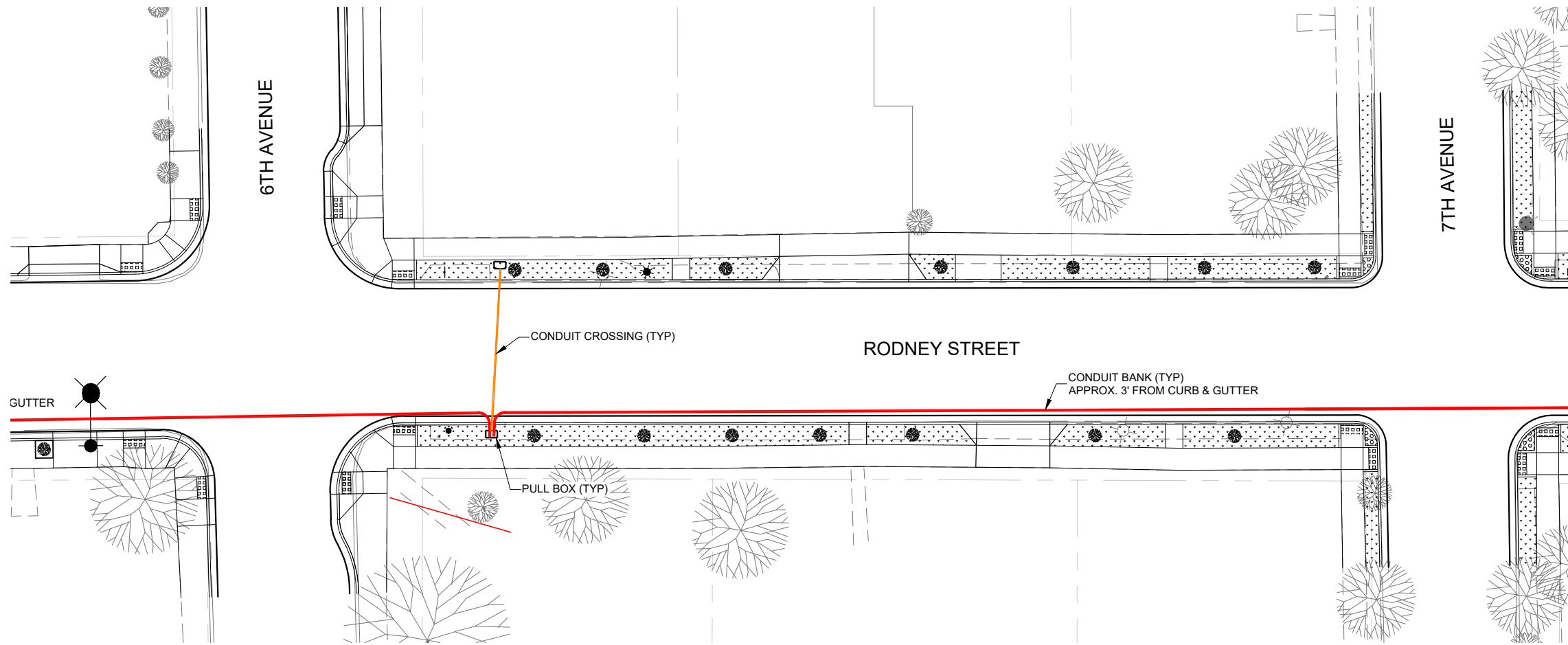
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 DESIGNED: DRAWN: PETERS  
 CHECKED: CRAWFORD  
 APPROVED: DATE: 08/19/2021



**CITY OF HELENA, MONTANA**  
**RODNEY STREET - PHASE I**  
 CONDUIT AS-BUILT  
 RODNEY ST.

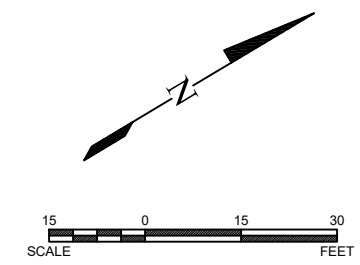
SHEET NO.  
**2**  
 OF 6





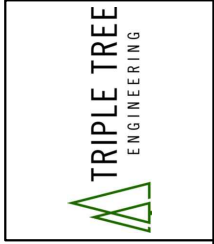
**NOTES:**

- CONDUIT BANK - A RUN OF THREE 4" PVC PIPES
- CONDUIT CROSSING - A RUN OF TWO 4" PVC PIPES



NO.	REVISION DESCRIPTION	BY	DATE

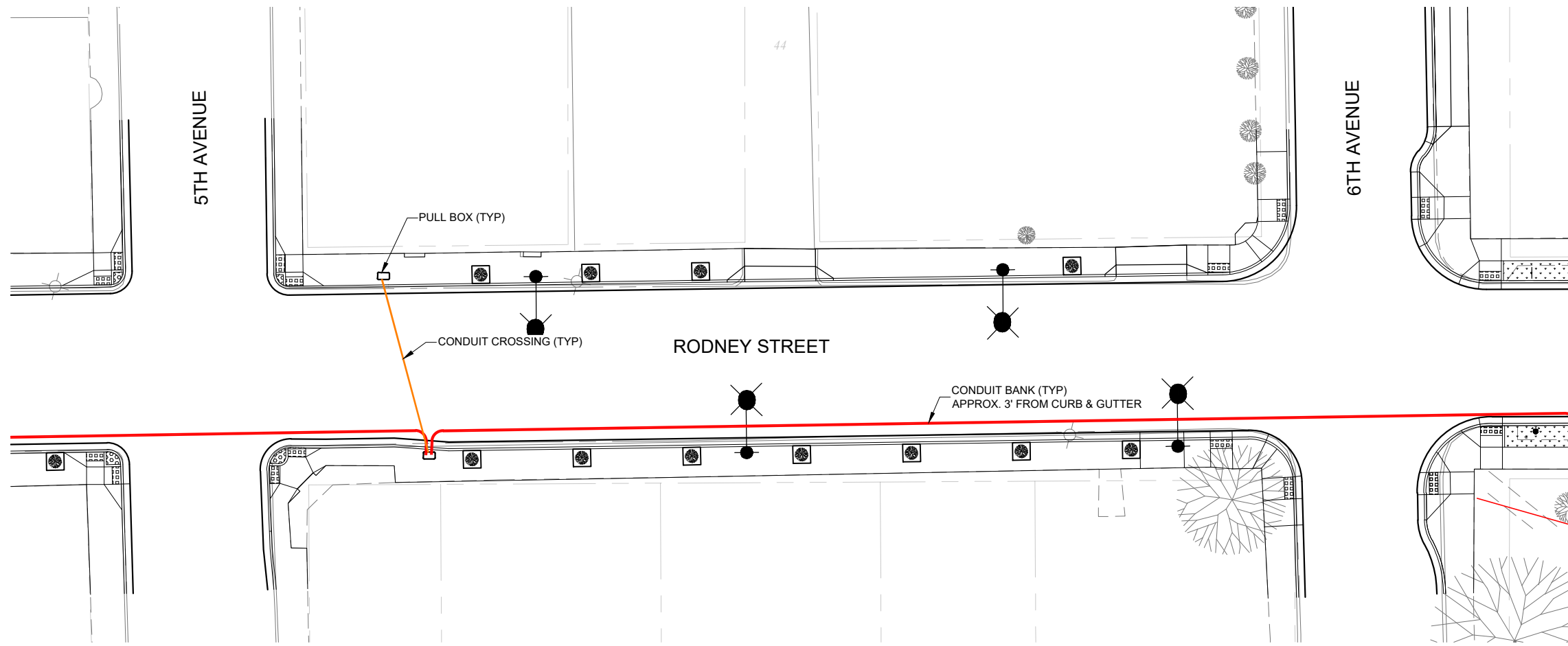
PROJECT: 20-61  
 DESIGNED:  
 DRAWN: PETERS  
 CHECKED: CRAWFORD  
 APPROVED:  
 DATE: 08/19/2021



**CITY OF HELENA, MONTANA**  
**RODNEY STREET - PHASE I**  
 CONDUIT AS-BUILT  
 RODNEY ST.

SHEET NO.  
**3**  
 OF 6





**NOTES:**

- CONDUIT BANK - A RUN OF THREE 4" PVC PIPES
- CONDUIT CROSSING - A RUN OF TWO 4" PVC PIPES

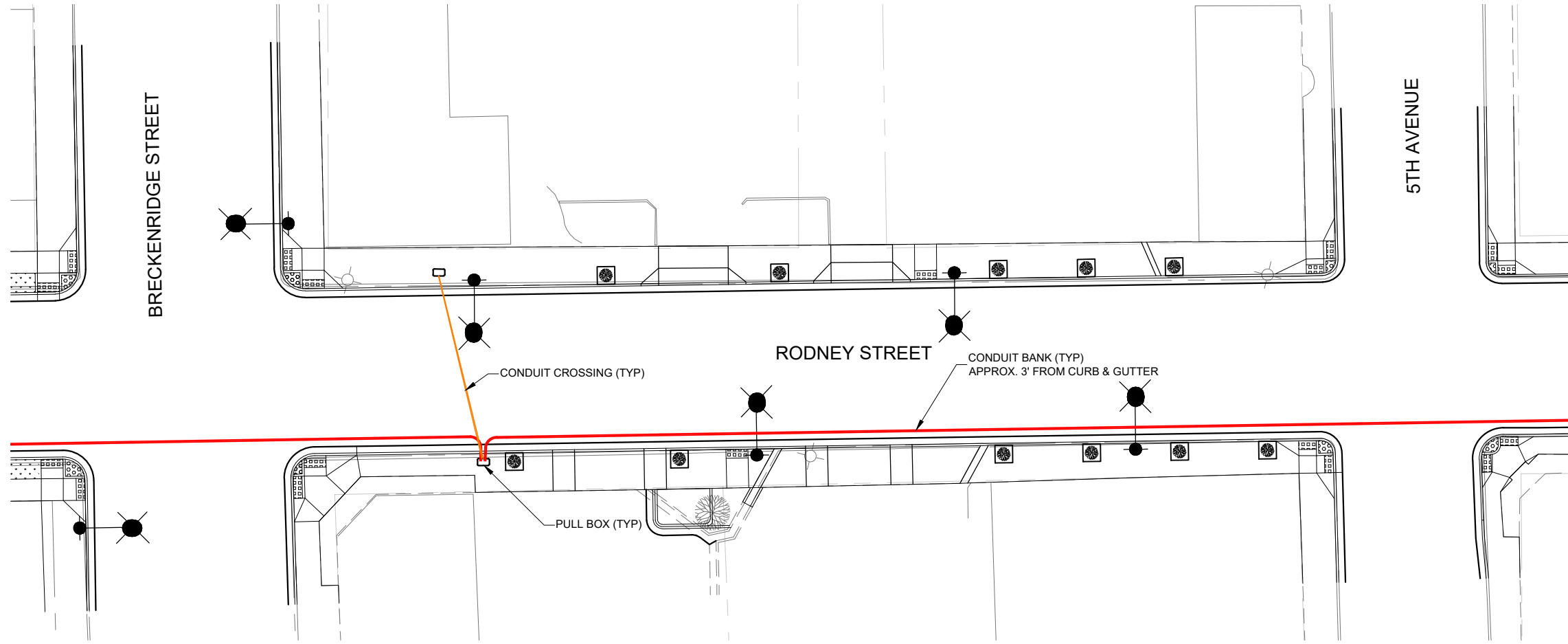
NO.	REVISION DESCRIPTION	BY	DATE
1			
2			
3			
4			
5			

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 DESIGNED:  
 DRAWN: PETERS  
 CHECKED: CRAWFORD  
 APPROVED:  
 DATE: 08/18/2021



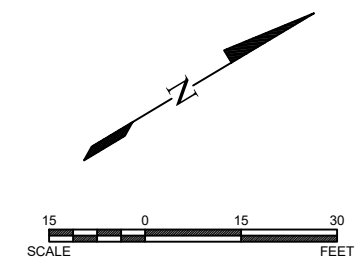
**CITY OF HELENA, MONTANA**  
**RODNEY STREET - PHASE I**  
 CONDUIT AS-BUILT  
 RODNEY ST.

SHEET NO.  
**4**  
 OF 6



**NOTES:**

- CONDUIT BANK - A RUN OF THREE 4" PVC PIPES
- CONDUIT CROSSING - A RUN OF TWO 4" PVC PIPES



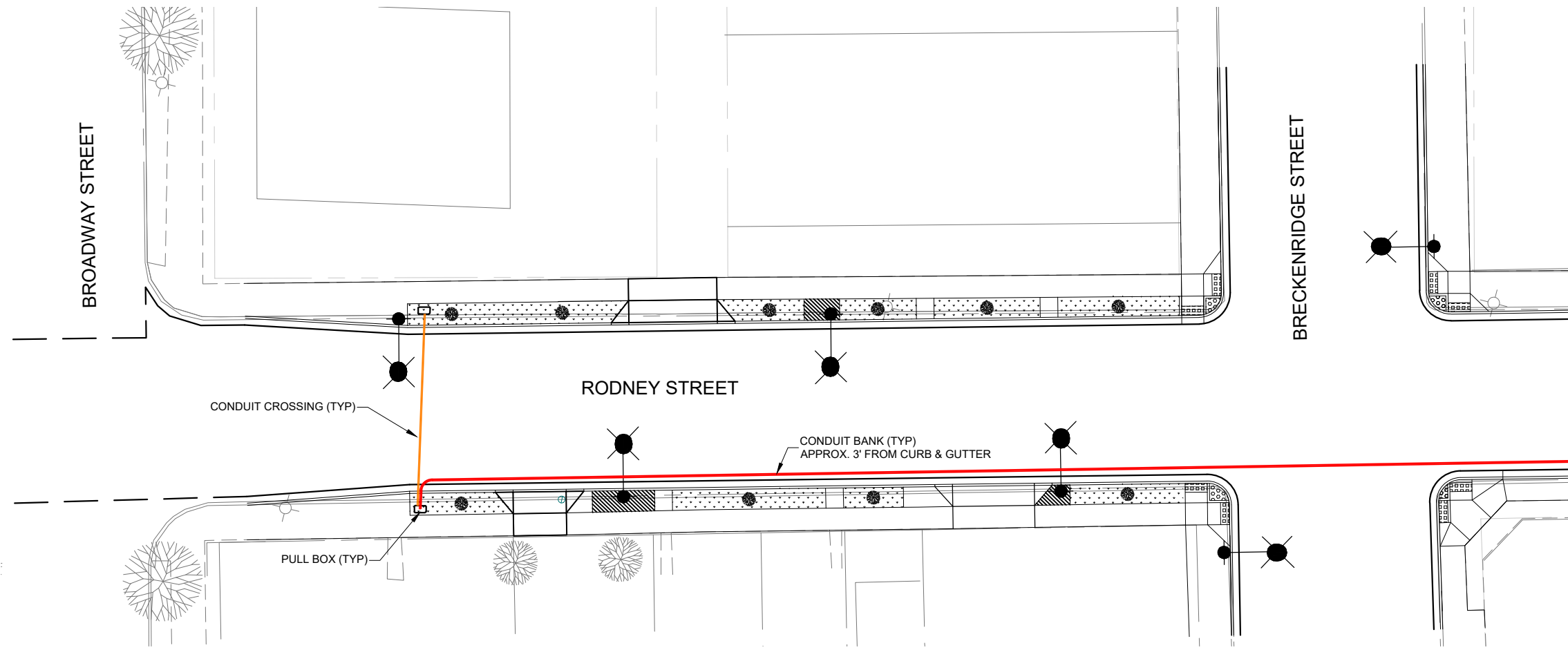
NO.	REVISION DESCRIPTION	BY	DATE

PROJECT: 20-61  
 DESIGNED:  
 DRAWN: PETERS  
 CHECKED: CRAWFORD  
 APPROVED:  
 DATE: 08/19/2021



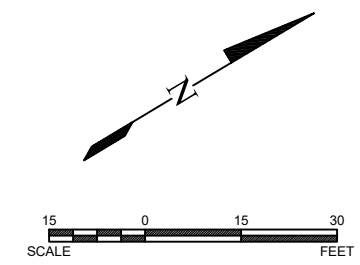
**CITY OF HELENA, MONTANA**  
**RODNEY STREET - PHASE I**  
 CONDUIT AS-BUILT  
 RODNEY ST.

SHEET NO.  
**5**  
 OF 6



**NOTES:**

- CONDUIT BANK - A RUN OF THREE 4" PVC PIPES
- CONDUIT CROSSING - A RUN OF TWO 4" PVC PIPES



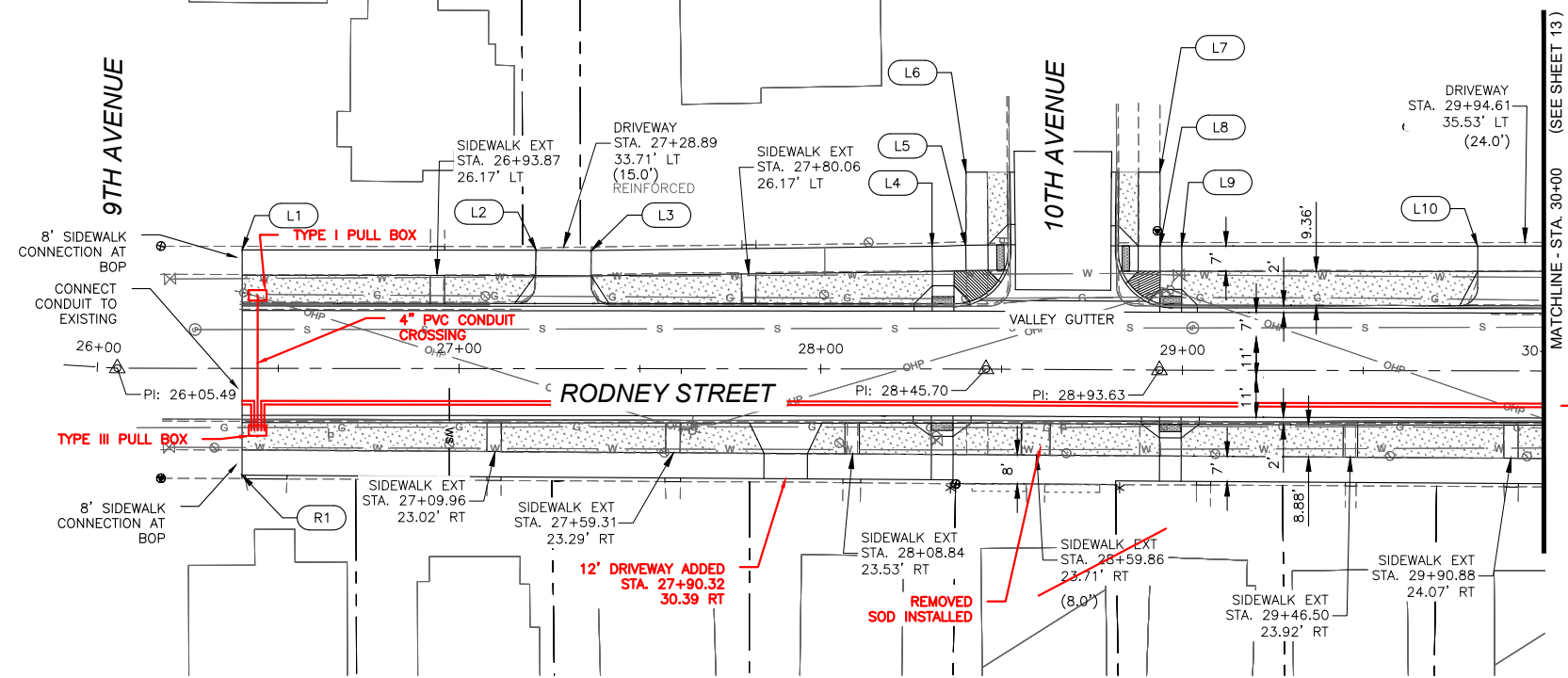
NO.	REVISION DESCRIPTION	BY	DATE

PROJECT: 20-61  
 DESIGNED:  
 DRAWN: PETERS  
 CHECKED: CRAWFORD  
 APPROVED:  
 DATE: 08/18/2021

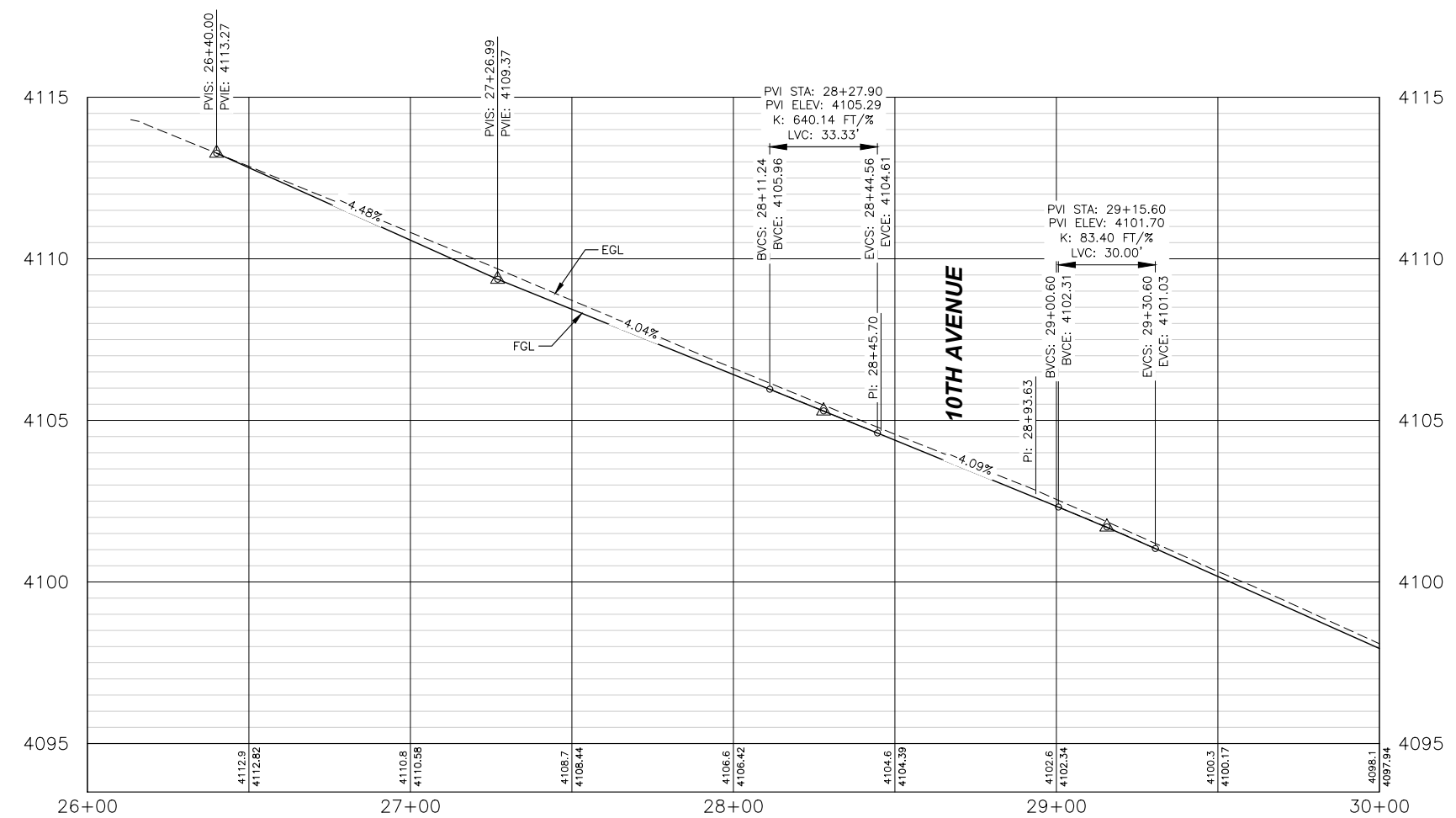
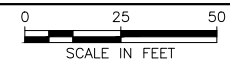


**CITY OF HELENA, MONTANA**  
**RODNEY STREET - PHASE I**  
 CONDUIT AS-B-BUILT  
 RODNEY ST.

SHEET NO.  
**6**  
 OF 6



**PLAN VIEW OF RODNEY STREET**



**PROFILE VIEW OF RODNEY STREET**

HORIZONTAL SCALE: 1"=50'  
VERTICAL SCALE: 1"=10'

**NOTES:**

1. SIDEWALK EXTENSIONS ARE 4-FOOT WIDE UNLESS OTHERWISE NOTED.
  2. DRIVEWAYS ARE 12-FOOT WIDE UNLESS OTHERWISE NOTED.
  3. SEE SIGNING AND MARKING PLANS FOR PROPOSED SIGNS AND PAVEMENT MARKINGS.
  4. SEE INTERSECTION GRADING DETAILS FOR CURB RETURN RADII AND SPECIFIC CURB GRADES.
  5. SEE SHEET 6 FOR TYPICAL SECTIONS.
  6. SEE ADA SHEETS FOR CURB RAMP DETAILS.
  7. INSTALL 4-FOOT BY EXISTING WIDTH CONCRETE PANELS BEHIND SIDEWALK TO MATCH EXISTING CONDITIONS FOR ALL CONCRETE DRIVEWAYS AND SIDEWALK EXTENSIONS.
  8. TAPER BACK EDGE OF APPROACH TO MATCH EXISTING CONDITIONS.
- \* -LOCATION OF MINIMUM 8' SIDEWALK, BACK OF SIDEWALK SHOULD ALIGN WITH FACE OF RETAINING WALL

- 2-4" PVC CONDUIT
- EXISTING TREE LAYER TURNED OFF DUE TO MOST OF THE TREES BEING REMOVED & REPLACED. SEE LANDSCAPE PLANS FOR APPROXIMATE TREE LOCATIONS.

**WEST SIDE SIDEWALK STAKING**

POINT NO	STA	OFFSET
L1	26+40.00	-32.75'
L2	27+21.27	-32.73'
L3	27+36.52	-32.68'
L4	28+30.77	-33.94'
L5	28+40.05	-34.21'
L6	28+40.11	-54.43'
L7	28+93.47	-54.75'
L8	28+93.74	-34.30'
L9	28+99.74	-34.32'
L10	29+81.57	-34.47'

**EAST SIDE SIDEWALK STAKING**

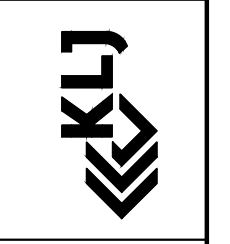
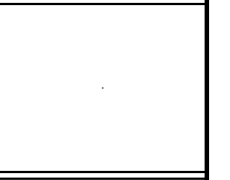
POINT NO	STA	OFFSET
R1	26+40.00	29.55'

**RECORD DRAWINGS:  
NOVEMBER 2023**

THESE DRAWINGS WERE PREPARED FROM INFORMATION OBTAINED BY KIJ, AND INFORMATION PROVIDED BY THE CONTRACTOR FOR PREPARATION OF RECORD DRAWINGS. ALL INSTRUCTIONS (i.e. INSTALL, REMOVE, REPLACE, ETC.) HAVE BEEN COMPLETED & SHOULD BE CONSIDERED IN PAST TENSE.

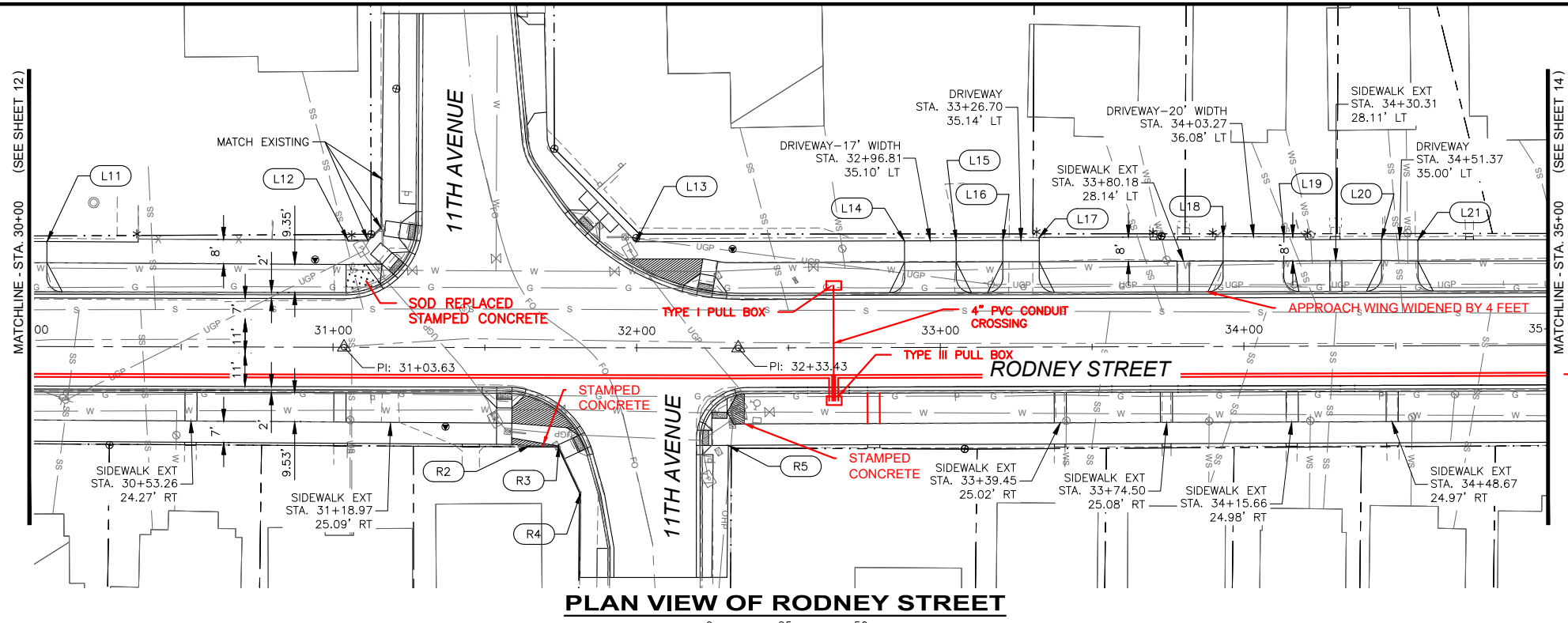
NO.	REVISION DESCRIPTION	BY	DATE
1	RECONFIGURATION OF WATERLINE CONNECTION		

PROJECT: 20-26	DESIGNED: MAM	CHECKED: DJM	APPROVED: DJR	DATE: JANUARY 21, 2022
DRAWN: ADS				

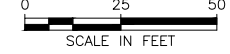


**CITY OF HELENA**  
**RODNEY STREET - PHASE 2**  
ROADWAY PLAN & PROFILE  
STA 25+00 - 30+00

SHEET NO.  
**12**  
OF 102



**PLAN VIEW OF RODNEY STREET**



**NOTES:**

- SIDEWALK EXTENSIONS ARE 4- FEET WIDE UNLESS OTHERWISE NOTED.
  - DRIVEWAYS ARE 12- FEET WIDE UNLESS OTHERWISE NOTED.
  - SEE SIGNING AND MARKING PLANS FOR PROPOSED SIGNS AND PAVEMENT MARKINGS.
  - SEE INTERSECTION GRADING DETAILS FOR CURB RETURN RADII AND SPECIFIC CURB GRADES.
  - SEE SHEET 6 FOR TYPICAL SECTIONS.
  - SEE ADA SHEETS FOR CURB RAMP DETAILS.
  - INSTALL 4- FOOT BY EXISTING WIDTH CONCRETE PANELS BEHIND SIDEWALK TO MATCH EXISTING CONDITIONS FOR ALL CONCRETE DRIVEWAYS AND SIDEWALK EXTENSIONS.
  - TAPER BACK EDGE OF APPROACH TO MATCH EXISTING CONDITIONS.
- \* -LOCATION OF MINIMUM 8' SIDEWALK, BACK OF SIDEWALK SHOULD ALIGN WITH FACE OF RETAINING WALL

4" PVC CONDUIT INSTALLED SIDE-BY-SIDE ALONG THE DITCH BOTTOM APPROX. 3' DEEP WITH THE TRENCH CENTERLINE APPROX. 6' FROM THE TOP BACK OF THE EAST CURB.

**RECORD DRAWINGS:  
NOVEMBER 2023**

THESE DRAWINGS WERE PREPARED FROM INFORMATION OBTAINED BY KIJ, AND INFORMATION PROVIDED BY THE CONTRACTOR FOR PREPARATION OF RECORD DRAWINGS. ALL INSTRUCTIONS (I.E. INSTALL, REMOVE, REPLACE, ETC.) HAVE BEEN COMPLETED & SHOULD BE CONSIDERED IN PAST TENSE.

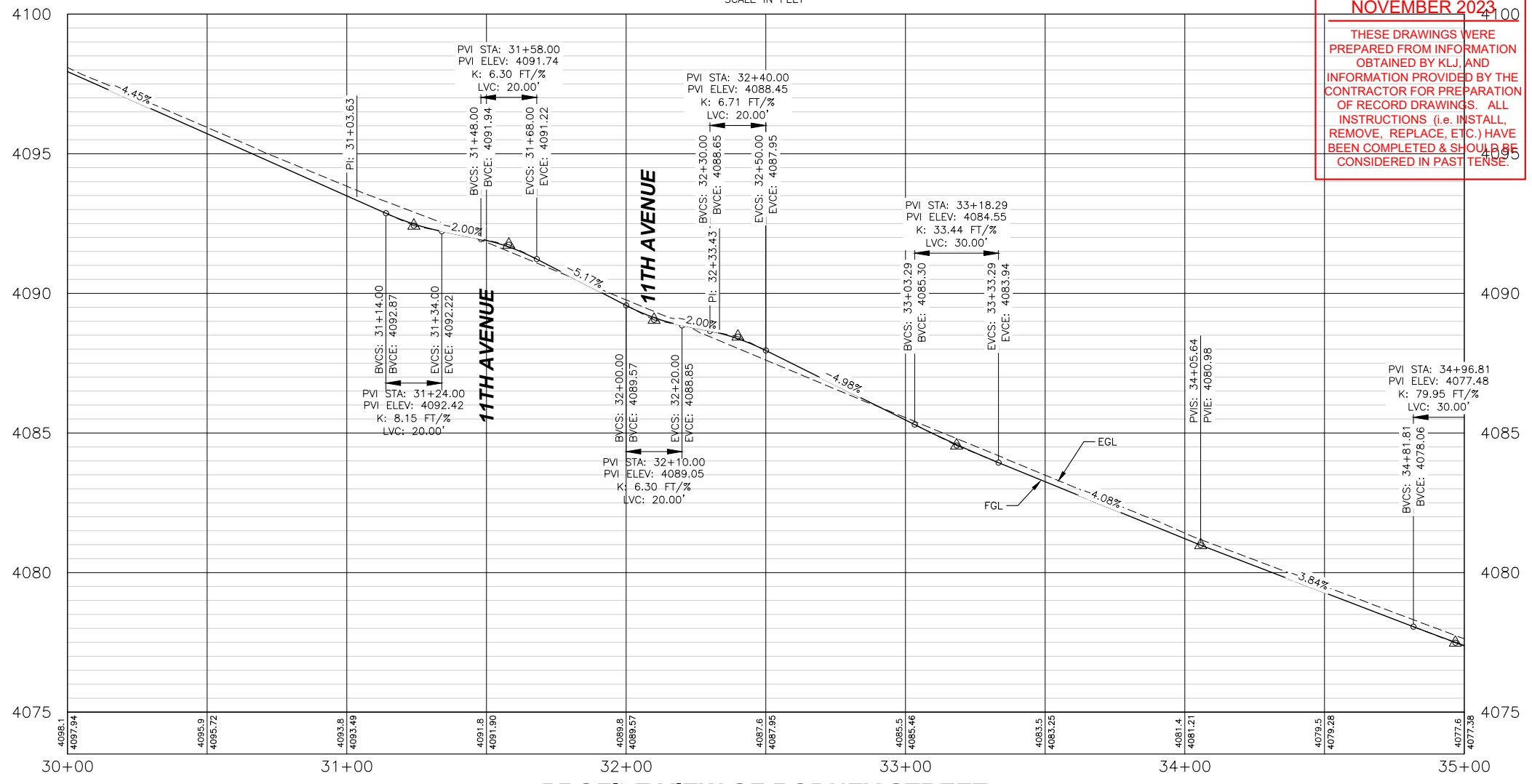
- 2-4" PVC CONDUIT
- EXISTING TREE LAYER TURNED OFF DUE TO MOST OF THE TREES BEING REMOVED & REPLACED. SEE LANDSCAPE PLANS FOR APPROXIMATE TREE LOCATIONS.

**SIDEWALK STAKING**

POINT NO	STA	OFFSET
L11	30+05.69	-34.60'
L12	31+04.82	-35.33'
L13	31+99.69	-34.90'
L14	32+88.31	-35.11'
L15	33+05.31	-35.10'
L16	33+20.70	-35.19'
L17	33+32.70	-36.09'
L18	33+93.26	-36.16'
L19	34+13.26	-36.02'
L20	34+45.37	-35.10'
L21	34+57.37	-34.87'

**EAST SIDE SIDEWALK STAKING**

POINT NO	STA	OFFSET
R2	31+64.67	32.35'
R3	31+74.34	32.40'
R4	31+81.68	47.87'
R5	32+30.28	32.08'



**PROFILE VIEW OF RODNEY STREET**

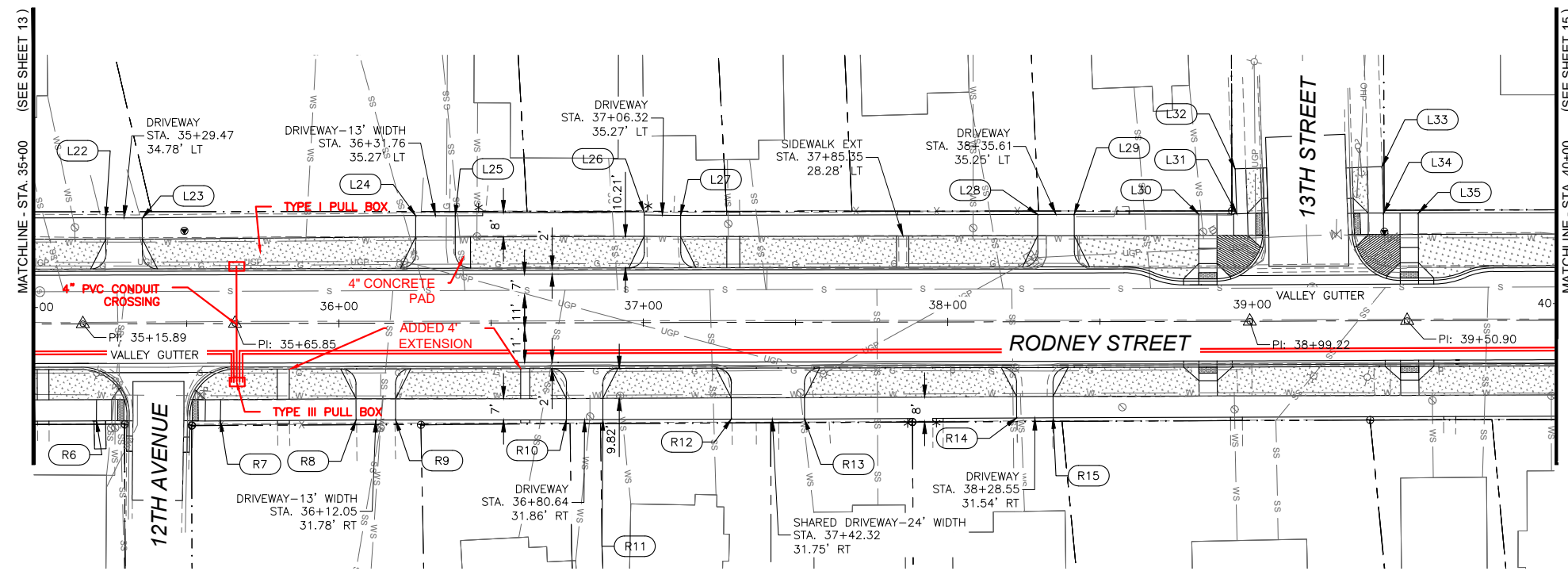
HORIZONTAL SCALE: 1"=50'  
VERTICAL SCALE: 1"=10'

NO.	REVISION DESCRIPTION	BY	DATE
1	RECONFIGURATION OF WATERLINE CONNECTION		

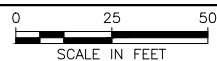
PROJECT: 20-26  
DESIGNED: MAM  
DRAWN: ADS  
CHECKED: DJM  
APPROVED: DJR  
DATE: JANUARY 21, 2022

**CITY OF HELENA**  
**RODNEY STREET - PHASE 2**  
ROADWAY PLAN & PROFILE  
STA 30+00 -35+00

SHEET NO.  
**13**  
OF 102



**PLAN VIEW OF RODNEY STREET**



- NOTES:**
- SIDEWALK EXTENSIONS ARE 4- FEET WIDE UNLESS OTHERWISE NOTED.
  - DRIVEWAYS ARE 12- FEET WIDE UNLESS OTHERWISE NOTED.
  - SEE SIGNING AND MARKING PLANS FOR PROPOSED SIGNS AND PAVEMENT MARKINGS.
  - SEE INTERSECTION GRADING DETAILS FOR CURB RETURN RADII AND SPECIFIC CURB GRADES.
  - SEE SHEET 6 FOR TYPICAL SECTIONS.
  - SEE ADA SHEETS FOR CURB RAMP DETAILS.
  - INSTALL 4- FOOT BY EXISTING WIDTH CONCRETE PANELS BEHIND SIDEWALK TO MATCH EXISTING CONDITIONS FOR ALL CONCRETE DRIVEWAYS AND SIDEWALK EXTENSIONS.
  - TAPER BACK EDGE OF APPROACH TO MATCH EXISTING CONDITIONS.
- \* -LAYOUT OF MINIMUM 8' SIDEWALK, BACK OF SIDEWALK SHOULD ALIGN WITH FACE OF RETAINING WALL

— 2-4" PVC CONDUIT  
 EXISTING TREE TO REMAIN

— EXISTING TREE LAYER TURNED OFF DUE TO MOST OF THE TREES BEING REMOVED & REPLACED. SEE LANDSCAPE PLANS FOR APPROXIMATE TREE LOCATIONS.

**RECORD DRAWINGS:  
NOVEMBER 2023**

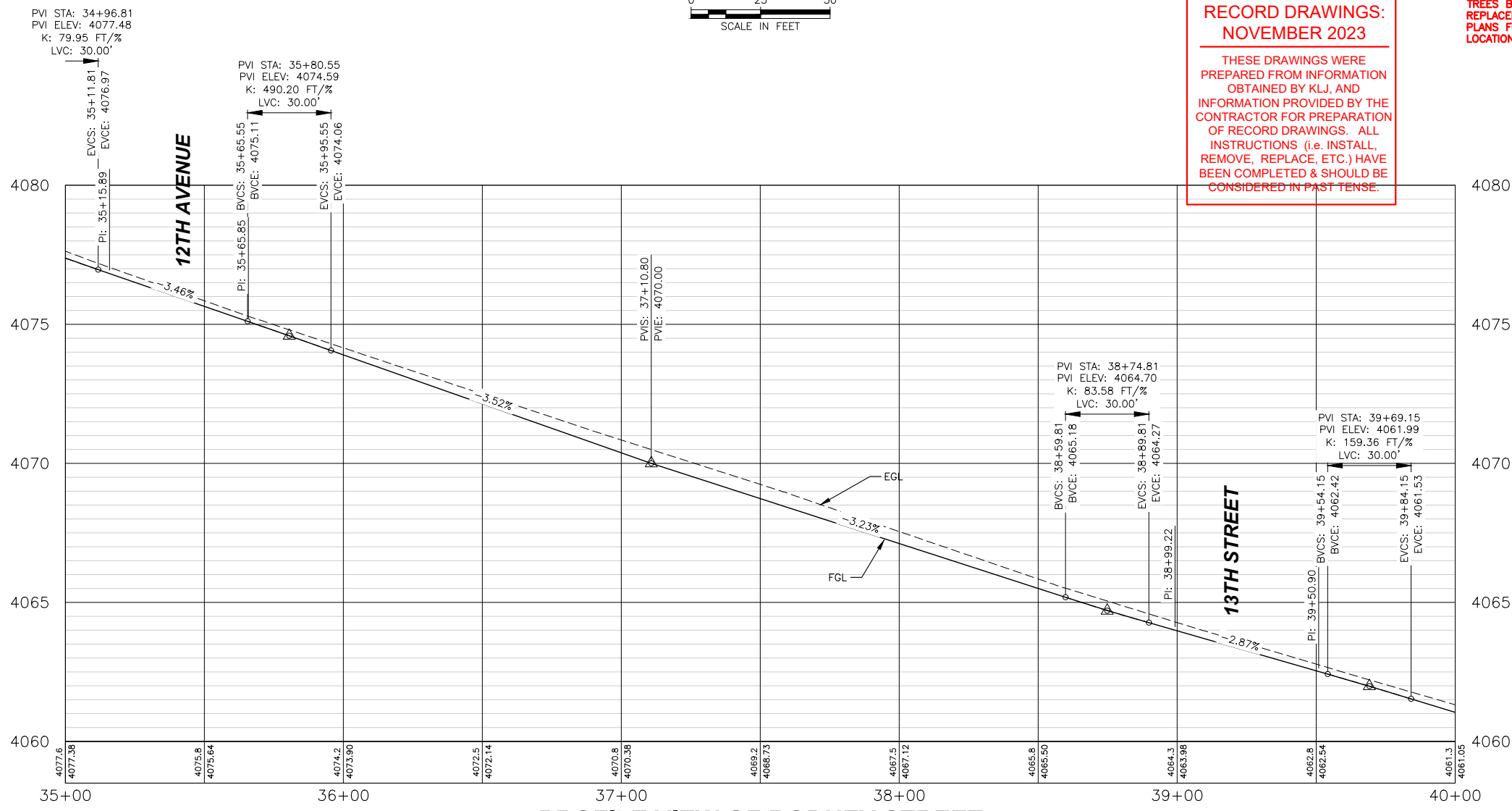
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**WEST SIDE SIDEWALK STAKING**

POINT NO	STA	OFFSET
L22	35+23.47	-34.82'
L23	35+35.47	-34.73'
L24	36+25.26	-35.33'
L25	36+38.26	-35.21'
L26	37+00.32	-36.34'
L27	37+12.32	-35.20'
L28	38+39.61	-35.25'
L29	38+41.61	-35.25'
L30	38+82.50	-35.27'
L31	38+95.03	-35.30'
L32	38+94.02	-50.06'
L33	38+42.92	-50.61'
L34	39+43.30	-35.33'
L35	39+54.69	-35.31'

**EAST SIDE SIDEWALK STAKING**

POINT NO	STA	OFFSET
R6	35+20.24	31.87'
R7	35+60.94	31.99'
R8	36+05.55	31.77'
R9	36+18.55	31.80'
R10	36+74.64	31.88'
R11	36+86.64	31.84'
R12	37+28.82	31.74'
R13	37+52.82	31.75'
R14	38+22.55	31.54'
R15	38+34.55	31.53'

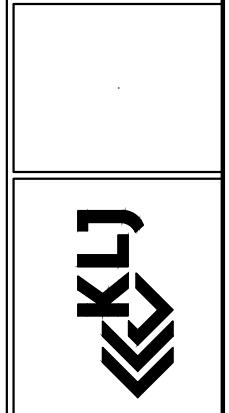


**PROFILE VIEW OF RODNEY STREET**

HORIZONTAL SCALE: 1"=50'  
 VERTICAL SCALE: 1"=10'

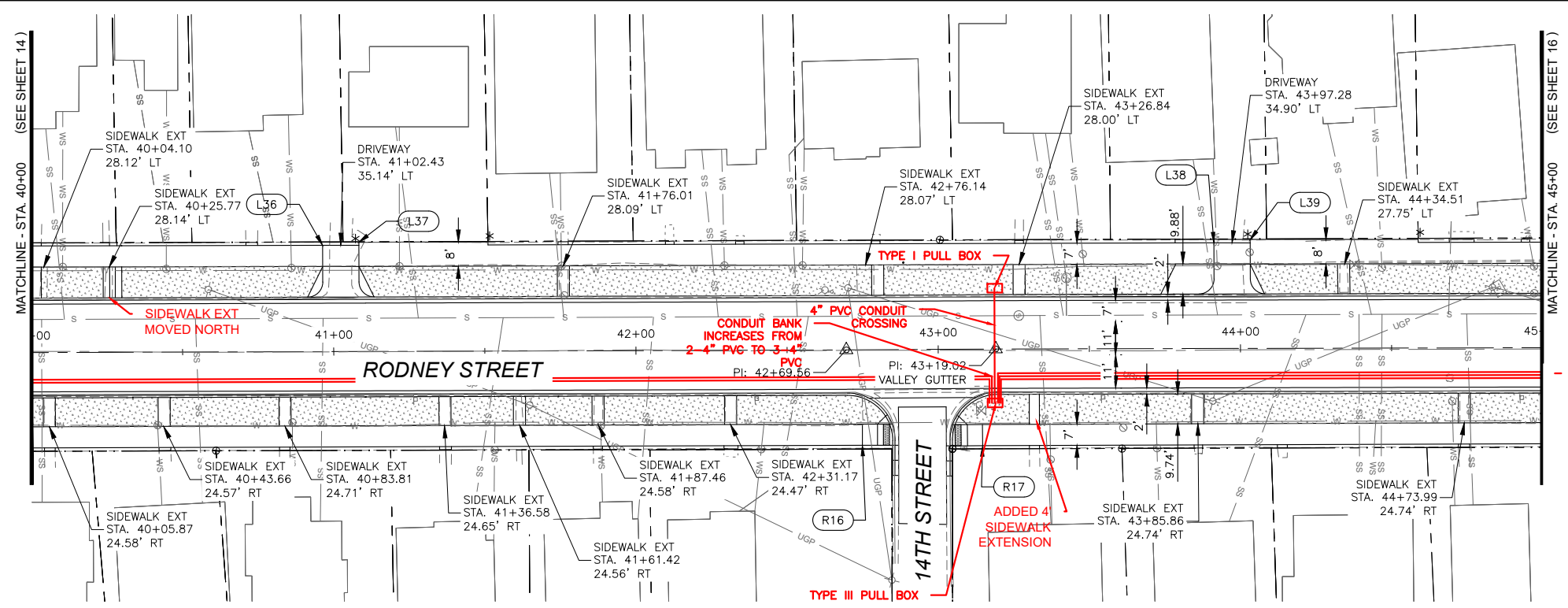
NO.	REVISION DESCRIPTION	BY	DATE
1	RECONFIGURATION OF WATERLINE CONNECTION		
2			
3			
4			

PROJECT: 20-26  
 DESIGNED: MAM  
 DRAWN: ADS  
 CHECKED: DJM  
 APPROVED: DJR  
 DATE: JANUARY 21, 2022

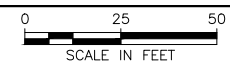


**CITY OF HELENA**  
**RODNEY STREET - PHASE 2**  
 ROADWAY PLAN & PROFILE  
 STA 35+00 - 40+00

SHEET NO.  
**14**  
 OF 102



**PLAN VIEW OF RODNEY STREET**



**NOTES:**

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  - DRIVEWAYS ARE 12- FEET WIDE UNLESS OTHERWISE NOTED.
  - SEE SIGNING AND MARKING PLANS FOR PROPOSED SIGNS AND PAVEMENT MARKINGS.
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- \* -LOCATION OF MINIMUM 8' SIDEWALK, BACK OF SIDEWALK SHOULD ALIGN WITH FACE OF RETAINING WALL

4" PVC CONDUIT INSTALLED SIDE-BY-SIDE ALONG THE DITCH BOTTOM APPROX. 3' DEEP WITH THE TRENCH CENTERLINE APPROX. 6' FROM THE TOP BACK OF THE EAST CURB.

3-4" PVC CONDUIT 2-4" PVC CONDUIT

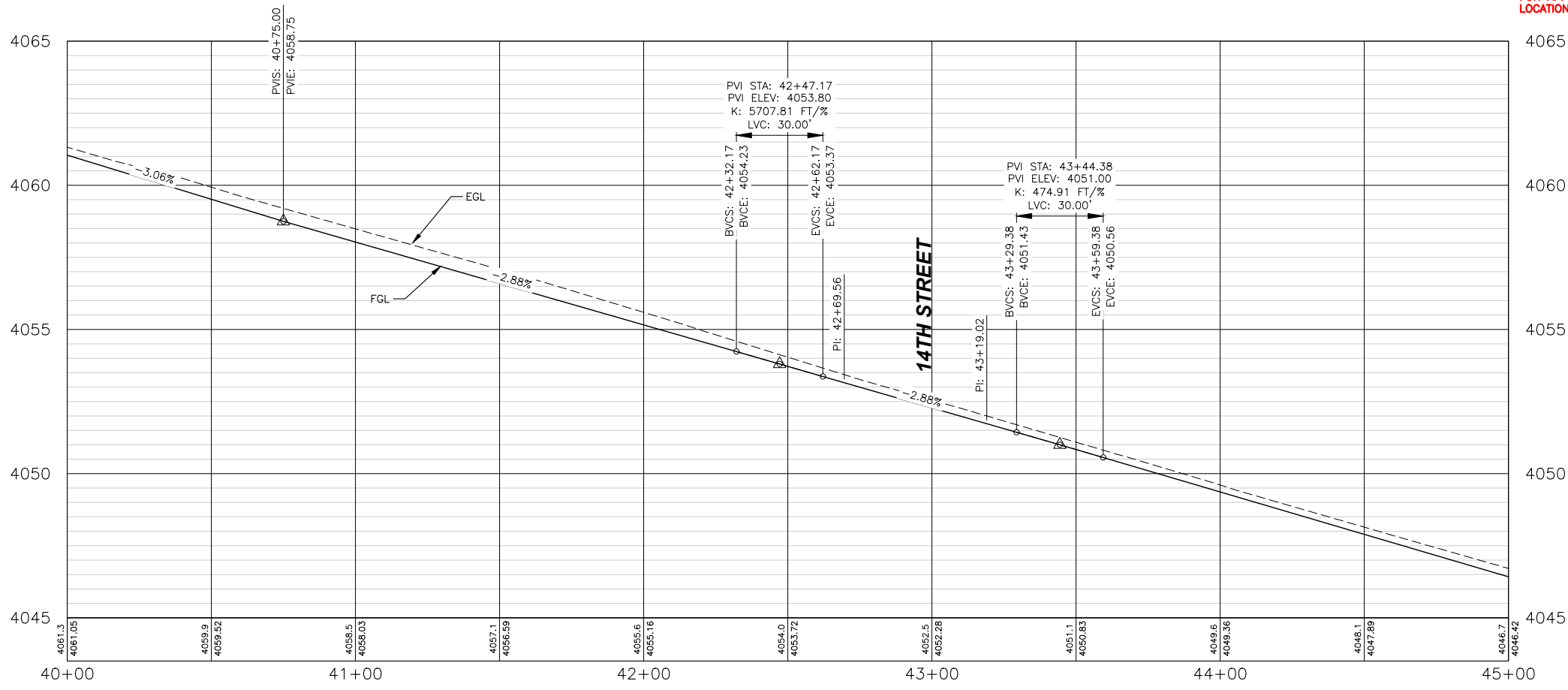
EXISTING TREE LAYER TURNED OFF DUE TO MOST OF THE TREES BEING REMOVED & REPLACED. SEE LANDSCAPE PLANS FOR APPROXIMATE TREE LOCATIONS.

**WEST SIDE SIDEWALK STAKING**

POINT NO	STA	OFFSET
L36	40+96.43	-35.16'
L37	41+08.43	-36.12'
L38	43+91.28	-34.93'
L39	44+03.28	-35.87'

**EAST SIDE SIDEWALK STAKING**

POINT NO	STA	OFFSET
R16	42+74.78	31.49'
R17	43+14.49	31.94'



**PROFILE VIEW OF RODNEY STREET**

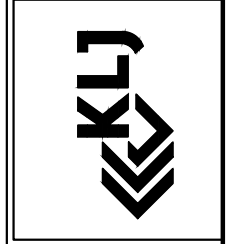
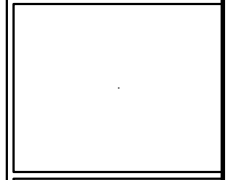
HORIZONTAL SCALE: 1"=50'  
VERTICAL SCALE: 1"=10'

**RECORD DRAWINGS:  
NOVEMBER 2023**

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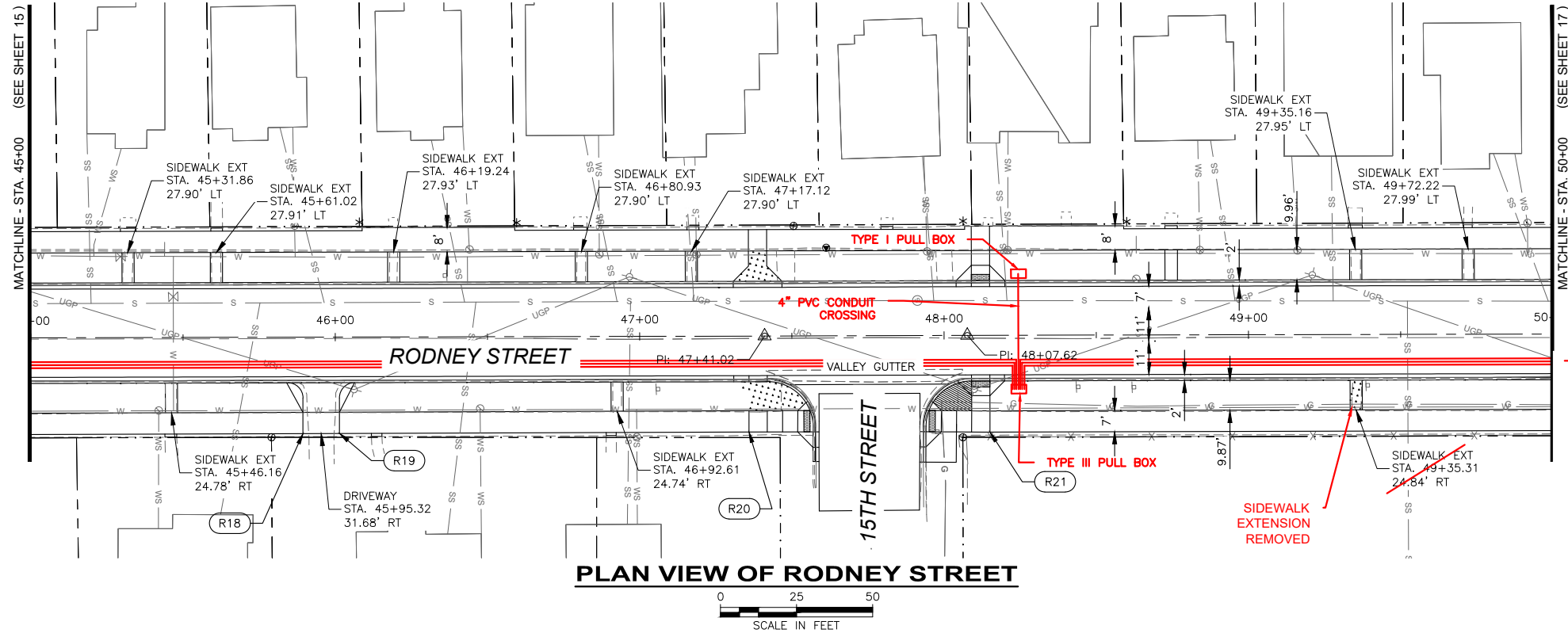
NO.	REVISION DESCRIPTION	BY	DATE
1	RECONFIGURATION OF WATERLINE CONNECTION		

PROJECT: 20-26	DESIGNED: MAM	DRAWN: ADS	CHECKED: DIM	APPROVED: DJR	DATE: JANUARY 21, 2022
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**CITY OF HELENA**  
**RODNEY STREET - PHASE 2**  
ROADWAY PLAN & PROFILE  
STA 40+00 - 45+00

SHEET NO.  
**15**  
OF 102



**PLAN VIEW OF RODNEY STREET**  
SCALE IN FEET

**NOTES:**

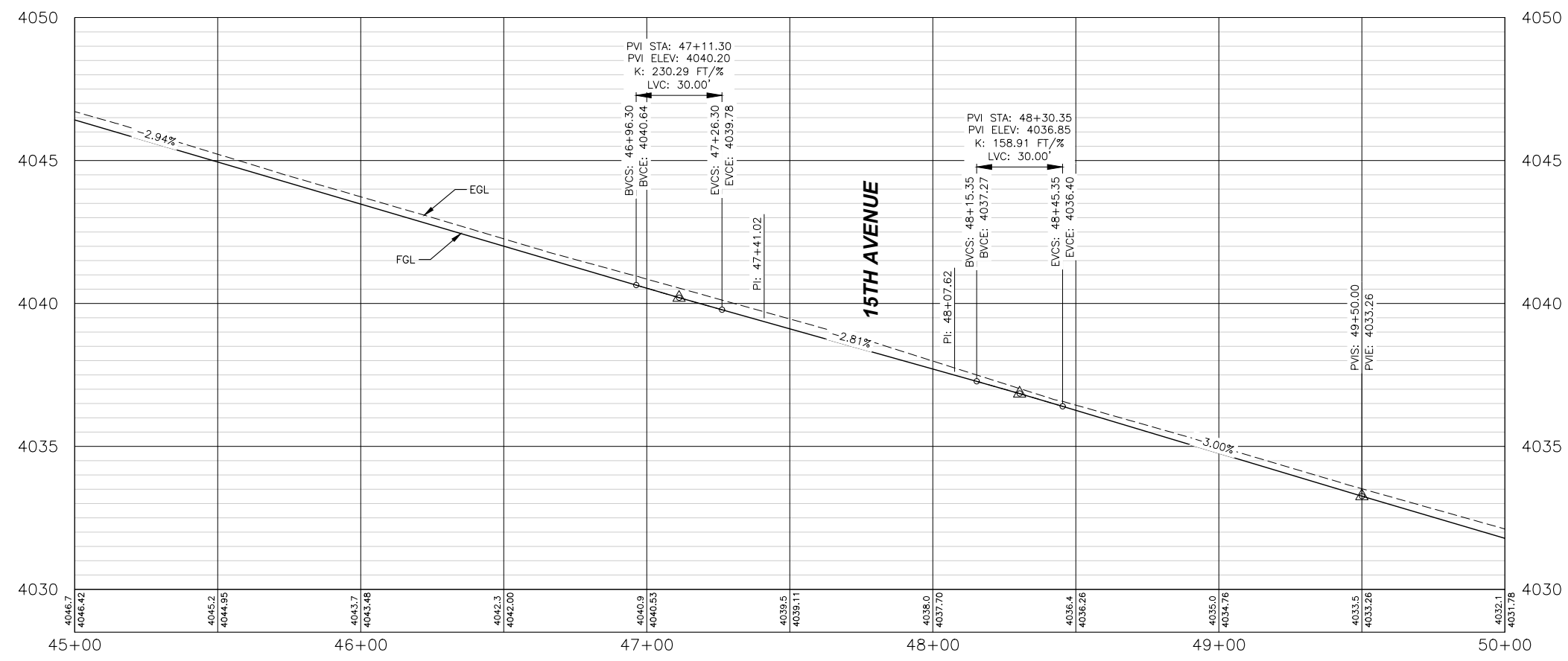
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4" PVC CONDUIT INSTALLED SIDE-BY-SIDE ALONG THE DITCH BOTTOM APPROX. 3' DEEP WITH THE TRENCH CENTERLINE APPROX. 6' FROM THE TOP BACK OF THE EAST CURB.

- 3-4" PVC CONDUIT
- EXISTING TREE LAYER TURNED OFF DUE TO MOST OF THE TREES BEING REMOVED & REPLACED. SEE LANDSCAPE PLANS FOR APPROXIMATE TREE LOCATIONS.

**EAST SIDE SIDEWALK STAKING**

POINT NO	STA	OFFSET
R18	45+89.32	31.68'
R19	46+01.32	31.68'
R20	47+35.84	31.51'
R21	48+15.01	31.81



**PROFILE VIEW OF RODNEY STREET**

HORIZONTAL SCALE: 1"=50'  
VERTICAL SCALE: 1"=10'

**RECORD DRAWINGS: NOVEMBER 2023**

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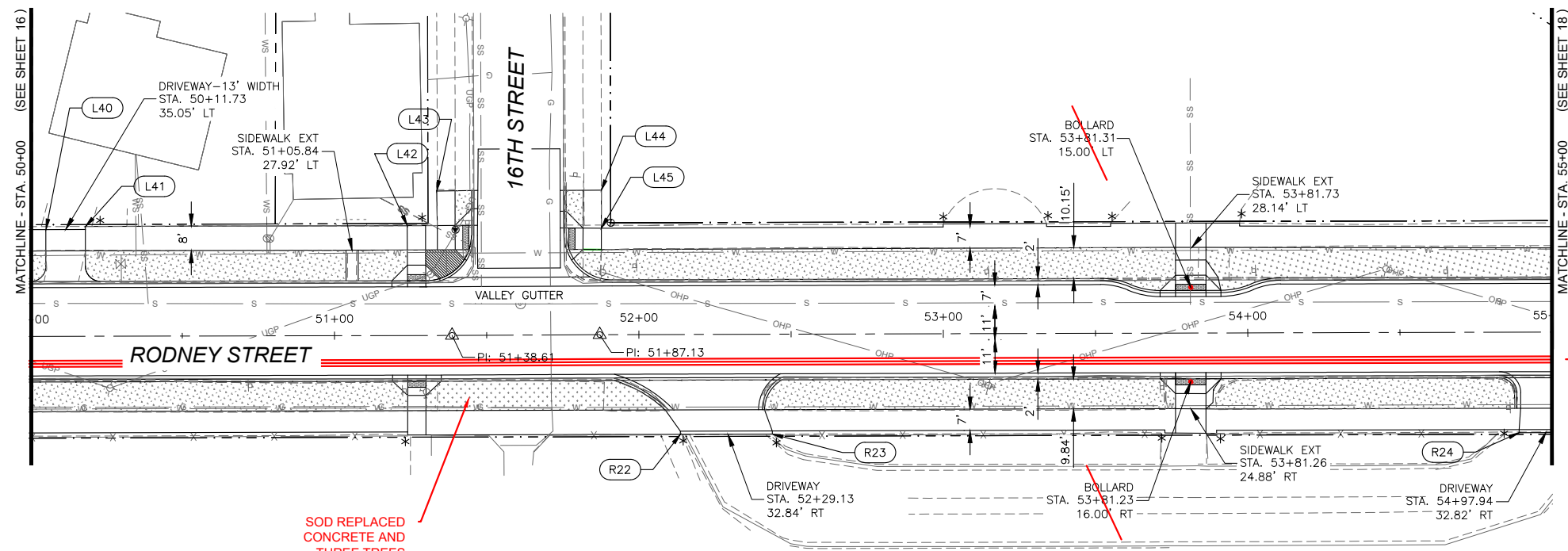
NO.	REVISION DESCRIPTION	BY	DATE
1	RECONFIGURATION OF WATERLINE CONNECTION		

PROJECT: 20-26	DESIGNED: MAM	DRAWN: ADS	CHECKED: DJM	APPROVED: DJR	DATE: JANUARY 21, 2022
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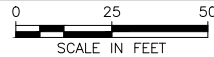


**CITY OF HELENA**  
**RODNEY STREET - PHASE 2**  
ROADWAY PLAN & PROFILE  
STA 45+00 - 50+00





**PLAN VIEW OF RODNEY STREET**



4" PVC CONDUIT  
INSTALLED SIDE-BY-SIDE  
ALONG THE DITCH  
BOTTOM APPROX. 3'  
DEEP WITH THE TRENCH  
CENTERLINE APPROX. 6'  
FROM THE TOP BACK OF  
THE EAST CURB.

SOD REPLACED  
CONCRETE AND  
THREE TREES  
ADDED

**NOTES:**

- SIDEWALK EXTENSIONS ARE 4- FEET WIDE UNLESS OTHERWISE NOTED.
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**SIDEWALK STAKING**

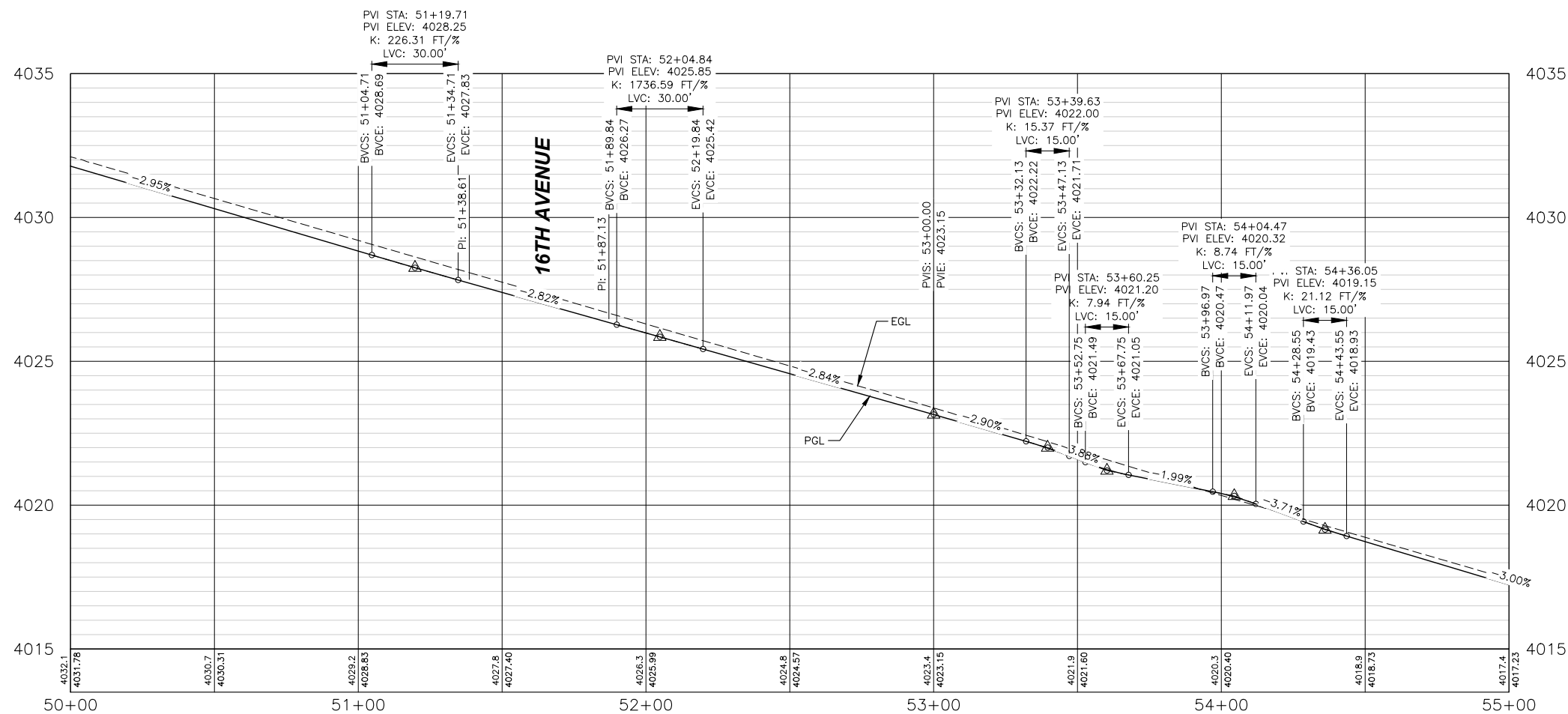
POINT NO	STA	OFFSET
L40	50+05.23	-35.05'
L41	50+18.23	-36.06'
L42	51+23.97	-36.11'
L43	51+33.67	-47.42'
L44	51+87.77	-47.45'
L45	51+87.74	-34.98'

**EAST SIDE SIDEWALK STAKING**

POINT NO	STA	OFFSET
R22	52+13.52	32.78'
R23	52+43.73	32.78'
R24	54+97.94	33.01'

**RECORD DRAWINGS:  
NOVEMBER 2023**

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**PROFILE VIEW OF RODNEY STREET**

HORIZONTAL SCALE: 1"=50'  
VERTICAL SCALE: 1"=10'

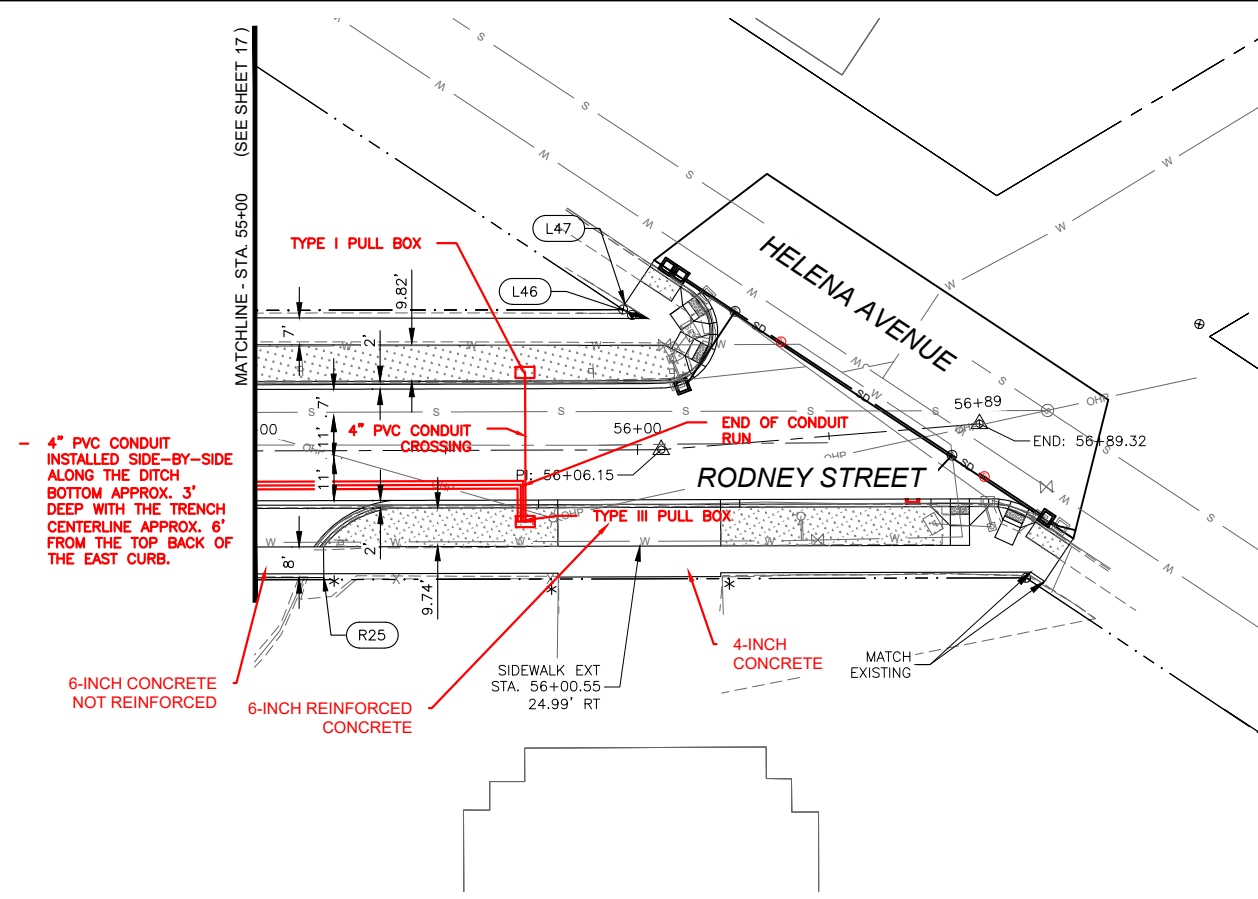
PROJECT: 20-26	DESIGNED: MAM	DRAWN: ADS	CHECKED: DIM	APPROVED: DJR	DATE: JANUARY 21, 2022
NO.	REVISION DESCRIPTION	BY	DATE		
1	RECONFIGURATION OF WATERLINE CONNECTION				

**CITY OF HELENA**

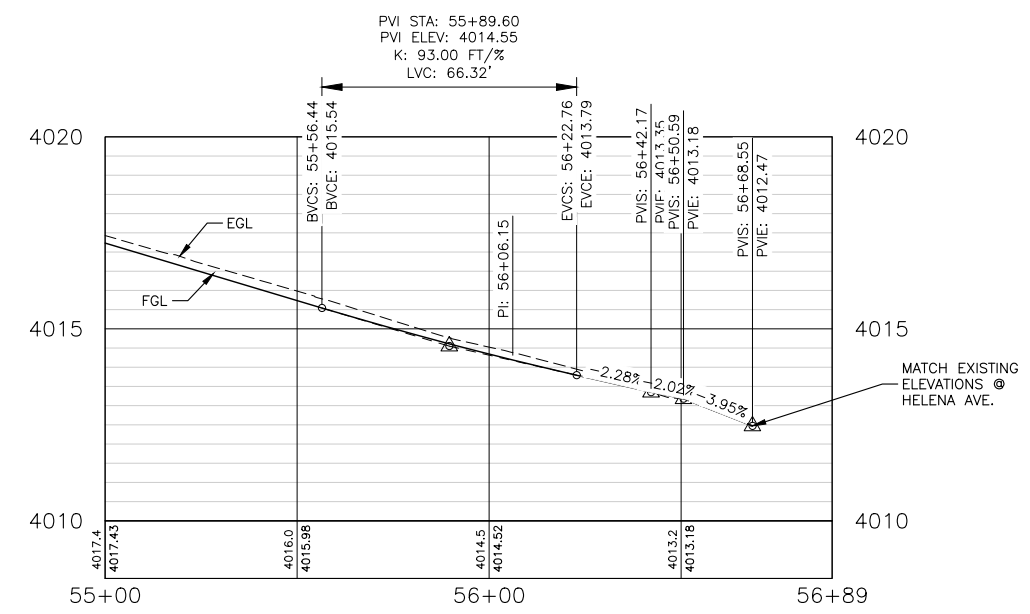
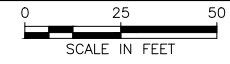
**RODNEY STREET - PHASE 2**

ROADWAY PLAN & PROFILE  
STA 50+00 - 55+00

SHEET NO.  
**17**  
OF 102



**PLAN VIEW OF RODNEY STREET**



**PROFILE VIEW OF RODNEY STREET**

HORIZONTAL SCALE: 1"=50'  
VERTICAL SCALE: 1"=10'

**NOTES:**

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**WEST SIDE SIDEWALK STAKING**

POINT NO	STA	OFFSET
L46	56+02.84	-34.17'
L47	55+96.81	-38.02'

**EAST SIDE SIDEWALK STAKING**

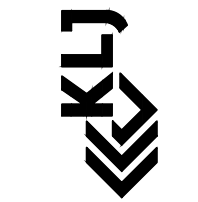
POINT NO	STA	OFFSET
R25	55+18.20	33.03'

**RECORD DRAWINGS:  
NOVEMBER 2023**

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NO.	REVISION DESCRIPTION	BY	DATE
1	RECONFIGURATION OF WATERLINE CONNECTION		
2			
3			
4			

PROJECT: 20-26
DESIGNED: MAM
DRAWN: ADS
CHECKED: DJM
APPROVED: DJR
DATE: JANUARY 21, 2022



**CITY OF HELENA**  
**RODNEY STREET - PHASE 2**  
ROADWAY PLAN & PROFILE  
STA 55+00 - 56+89

**City of Helena, Montana**

**(November 12, 2024)**

**To:** Honorable Mayor Collins and Helena City Commissioners

**From:** Tim Burton, City Manager  
David Knoepke, Transportation Systems Director  
H. Elroy Golemon, Transportation Systems Superintendent

**Subject:** Approval of a Resolution amending Resolution #20917 passed on the 17th of June 2024 declaring various vehicles owned by the City of Helena to be surplus property and authorizing the City Manager to dispose of that property.

**Present Situation:** The Helena Fire Department could secure a purchaser during auction of their former wildland firefighting vehicle Unit 125, a 2005 Ford F550, Vin #: 1FDAW57Y45EA61854. The Helena Fire Department proposes to complete a private sale of the vehicle to a local volunteer fire department.

**Background Information:** Unit 125, a 2005 Ford F550 wildland firefighting vehicle has exceeded the operational service and maintenance life. In addition, this unit has been replaced by newer and more efficient vehicle.

**Proposal/Objective:** To amend Resolution #20917 to allow for the private sale to a local volunteer fire department the city of Helena Fire Departments surplus 2005 Ford F550 wildland firefighting unit 125. This vehicle retains the ability to generate some revenue for the General Fund and Helena Fire Department. While this wildland firefighting vehicle may have limited market value. There may be enough serviceable life that another public entity, non-profit or volunteer group could utilize this vehicle for programs services or activities they provide to the local community.

**Advantage:** Amending Resolution #20917 to allow for a private sale Helena Fire Departments 2005 Ford F550 wildland firefighting vehicle to a local fire department will remove this vehicle from the City inventory which will reduce maintenance and insurance costs for vehicles awaiting disposal.

**Notable Energy Impact:** Eliminates an older fleet vehicle that is not fuel efficient, past service life, no longer in service, expensive to maintain or no longer in repairable condition.

**Disadvantage:** None noted at this time.

**Notice of Public Hearing:** False

**Staff Recommendation/  
Recommended Motion:** Move to approve a Resolution amending Resolution #20917 passed on the 17th of June 2024 declaring various vehicles owned by the City of Helena to be surplus property and authorizing the City Manager to dispose of that property.

# RESOLUTIONS OF THE CITY OF HELENA, MONTANA

**Resol.**

**RESOLUTION NO. \_\_\_\_\_**

**AMENDING RESOLUTION NO. 20917 DECLARING VARIOUS VEHICLES OWNED BY THE CITY OF HELENA TO BE SURPLUS PERSONAL PROPERTY AND AUTHORIZING THE CITY MANAGER TO DISPOSE OF THAT PROPERTY**

**WHEREAS**, the City of Helena owns various used vehicles and equipment as follows:

<b>UNIT #</b>	<b>DEPARTMENT-DIVISION</b>	<b>YEAR/MAKE/MODEL</b>	<b>VIN/SERIAL NUMBER</b>
125	Helena Fire Department	2005 Ford F550	1FDAW57Y45EA61854

**WHEREAS**, the original value of each individually listed piece of personal property is equal to or greater than \$5,000.00;

**WHEREAS**, this property is no longer needed for use by the City of Helena at present or in the foreseeable future;

**WHEREAS**, for personal property with an original value equal to or greater than \$5,000.00, Section 1-4-18, Helena City Code, requires the commission to direct the City Manager, by resolution, as to the authorized method of disposition of the surplus personal property; and

**WHEREAS**, it appears to be in the best interests of the City of Helena and the inhabitants thereof that the vehicles and equipment be declared surplus and disposed of by the City Manager.

# RESOLUTIONS OF THE CITY OF HELENA, MONTANA

**Resol.**

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

**Section 1.** The following personal property is hereby declared surplus property, and the City Manager is authorized to dispose of the property according to the method described below for each vehicle:

UNIT #	DEPARTMENT-DIVISION	YEAR/MAKE/MODEL	VIN/SERIAL NUMBER	AUTHORIZED DISPOSAL METHOD
125	Helena Fire Department	2005 Ford F550	1FDAW57Y45EA61854	Private sale

PASSED AND EFFECTIVE BY THE COMMISSION OF THE CITY OF HELENA, MONTANA, THIS 9<sup>th</sup> DAY OF December, 2024.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK OF THE COMMISSION

**City of Helena, Montana**

**11/21/2024**

**To:**

Mayor Collins & the Helena City Commission

**From:**

Tim Burton, City Manager  
Ryan Leland, Public Works Director  
Jamie Clark, City Engineer

**Subject:**

Bid Purchase Award for Wastewater Treatment Plant Condensing Boiler System Project #24-20

**Present Situation:**

Presently there is one 40-year-old large natural gas boiler that feeds necessary hot water to the City of Helena's wastewater treatment plant's (WWTP) buildings and solids handling system. The boiler is old, inefficient, maintenance intensive and has reached the end of its serviceable life. The boiler system has been completely rebuilt previously.

The City advertised for bids In October 2024 to supply three new smaller natural gas condensing boiler units to replace the boiler system at the WWTP. The new three-boiler system will replace the existing larger single boiler. This will allow for greater flexibility and efficiency in operation of the hot water system throughout the year. City Facilities staff will be used to install the new system.

The city received two responsive bids for the Wastewater Treatment Plant Condensing Boiler System Bid Purchase Project. Bids were received from Pacific Plumbing Supply Company of Helena, Montana and Northwestern Pipe Fittings of Butte, Montana. Bids were opened on November 12, 2024. Pacific Plumbing submitted a bid for \$130,300.00 and Northwestern Pipe Fittings of Butte, Montana submitted a bid for \$126,999.00. The apparent low bidder for the bid purchase project was Northwest Pipe Fittings of Butte MT with a quote of \$126,999.00.

**Background Information:**

Presently there is one 40-year-old large natural gas boiler that feeds necessary hot water to the City of Helena's wastewater treatment plant's (WWTP) buildings and solids handling system. The boiler is old, inefficient, maintenance intensive and has reached the end of its serviceable life. The boiler system has been completely rebuilt previously.

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**Proposal/Objective:**

Consider the bid purchase contract to Northwest Pipe Fittings. which submitted the lowest responsive bid in the amount of \$126,999.00.

**Advantage:**

Replacement of the aging boiler system will result in consistent and efficient operation of the WWTP's hot water system. Switching from a single to three boiler system will allow for greater flexibility in operations allowing for the use of one, two, or three boilers to meet the hot water demands of the WWTP. This added flexibility will allow for a significant reduction in natural gas consumption.

Installation of the three new boilers will also significantly improve efficiency in heating the plant, biosolids handling and overall plant operations. Overall working environment at the plant will improve for staff. Operation and maintenance costs of the hot water system will be significantly reduced.

**Notable Energy Impact:**

Construction of this project will reduce natural gas costs at the WWTP by approximately 30%. Monthly natural gas bills at the WWTP average approximately \$6,000 monthly and the new boiler system will save the plant approximately \$2,000 monthly on energy costs. If the boilers save \$2,000 monthly, the new boiler system will pay for itself in approximately 5 ½ years.

**Disadvantage:**

No disadvantages to this award are expected.

**Quasi-Judicial Item:**

False

**Notice of Public Hearing:**

False

**Staff Recommendation/  
Recommended Motion:**

Move to award the Wastewater Treatment Plant Condensing Boiler System Bid Purchase #24-20 to the lowest responsible bidder Northwest Pipe Fittings in the amount of \$126,999.00.

**PROJECT: Wastewater Treatment Plant Condensing Boiler System**

Bid Opening Date: Tuesday November 12, 2024 @ 2:00PM Room 326 City-County Building

Author: DGC

Project #: 24-20

SUBJECT: PROJECT BID TABULATIONS



WASTEWATER TREATMENT PLANT CONDENSING BOILER SYSTEM				ENGINEER'S ESTIMATE		PACIFIC PLUMBING SUPPLY COMPANY, HELENA MT		NORTHWEST PIPE FITTINGS, BUTTE MT	
BID ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1	LS	Three (3) condensing boilers; three (3) condensate neutralizers; three (3) circulating pumps; one (1) natural gas regulator, startup assistance and training, complete and delivered.	\$136,315.00	\$136,315.00	\$130,300.00	\$130,300.00	\$126,999.00	\$126,999.00



**BUDGET WORKSHEET**

**PROJECT #24-20 Wastewater Treatment Plant Condensing Boiler System**

Description	Estimate or Cost
<b>ENGINEERING</b>	
Design - HDR	\$ 14,279.08
Bidding & Construction Management - In House PW Facilities	N/A
<b>Total Engineering Cost</b>	<b>\$ 14,279.08</b>
<b>BID PURCHASE COSTS</b>	
Bid Purchase Cost	\$ 126,999.00
15.0% Contingency & In-House Installation Costs	\$ 19,049.85
<b>Total Construction Cost</b>	<b>\$ 146,048.85</b>
<b>Misc. Cost (Deq Review, Advertising Fees)</b>	<b>\$ 175.00</b>
<b>Total Project Estimate</b>	<b>\$160,502.93</b>
<b>Budget</b>	
<b>Description</b>	<b>Costs</b>
Waste Water Budgeted Capital- (53430640-493000 - WW24002)	\$ 186,611.00
<b>Totals</b>	<b>\$ 186,611.00</b>

**City of Helena, Montana**

**12/02/2024**

**To:** Mayor Collins and the Helena City Commission

**From:** Tim Burton, City Manager  
Jake Garcin, Public Information Officer

**Subject:** Consider Adopting the City's Strategic Plan Implementation Strategies

**Present Situation:** The City Commission will consider adopting the Implementation Strategies for the 2024 Strategic Plan.

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

The draft document was brought before the City Commission for feedback at the March 6, 2024 Administrative Meeting before being adopted in June of 2024. City staff have compiled a list of strategies to implement the Strategic Plan.

**Proposal/Objective:** N/A

**Advantage:** N/A

**Notable Energy Impact:** N/A

**Disadvantage:** N/A

**Quasi-Judicial Item:** False

**Notice of Public Hearing:** False

**Staff Recommendation/  
Recommended Motion:** Move to approve adoption of the 2024 Strategic Plan Implementation Strategies.

# Strategic Plan

## Implementation Strategies



# Strategic Plan

## Background



## 2024 Strategic Plan Process

- **December 2023**  
Commission & City Manager hosted Retreat
- **March 2024**  
Presented to City Commission at Administrative Meeting
- **June 2024**  
Adopted by City Commission

## Implementation Strategies

- Carry forward aspects of the Strategic Plan
- Expanded to include:
  - Work from Department Plans
  - Capital Improvement Plan Projects
  - Operational projects of high impact

# Strategic Plan

## Overview



## Implementation Strategies Overview

- **Action Items**  
Projects and Initiatives
- **Resources**  
Staff Time, Commission Decisions, Budget Impact
- **Timeframe**  
Calendar Year

# Strategic Plan

## Next Steps



## Implementation Strategies

- **Adopted by the Commission**
- **Periodic Updates to the Commission**
- **Publish New Section of Website**
- **Integrate Webpages with M Files**

# Questions?





# Strategic Plan 2024



## Implementation Strategies



Please note, not all of these projects have been allocated funding. Many of these action items will require the City Commission to approve funding in a future fiscal year to move forward.

## Maintain and Improve City Services to Residents

Strategy	Action	Resources	Year	Departments
Digitize Interface with Residents	Implement CAD/RMS System	Staff / Budget / Commission	2024-2025	Police / Fire
	Establish Process for Resident Communication Routing and Confirmation	Staff	2024-2025	Clerk of the Commission / City Manager's Office
	Improve Accountability of Public Information Requests	Staff	2024-2025	Clerk of the Commission / City Manager's Office
	Digitization of Public Records Request Process and Public record access through online portal	Staff / Budget / Commission	Ongoing	Clerk of the Commission (All)
	Full Implementation of Civic Access for process transparency and permitting/licensing efficiency	Staff / Budget / Commission	Ongoing	Community Development / Finance
	Interactive Development Explorer/Development Dashboard/Development Portal Page	Staff	Ongoing	Community Development / Public Works / Transportation Systems
	Implement Utility Billing Module within ERP system.	Staff / Budget / Commission	2024-2025	Finance / Public Works
	Update/Replace meter reading infrastructure & software	Staff / Budget / Commission	2024-2025	Finance / Public Works
	Digitization of historic records / digitizing City – Wide Process through M-Files (Resolutions, Ordinances, Agreements)	Staff / Budget / Commission	2024-2026	Clerk of the Commission
	Implementation of Electronic Meeting Policy	Staff / Commission	2024-2025	Clerk of the Commission
	Agenda Management Software Conversion and integration with M-Files / Zoom Sessions Upgrade	Staff / Budget / Commission	2024-2026	Clerk of the Commission / City Manager's Office (All)

## Maintain and Improve City Services to Residents

Strategy	Action	Resources	Year	Departments
Improve Community Engagement	Accomplish a better balance of proactive and reactive policing.	Staff	2024-2025	Police
	Develop chain of command regarding responding to the public.	Staff	2024-2025	Police
	Explore the use of Beat Map to distribute calls in a more predictable manner.	Staff	2024-2025	Police
	Create public response form to facilitate responding to public requests and questions	Staff	2024-2025	Police
	Update the City's Public Participation Plan via the MPO Long Range Transportation Plan	Staff	2024-2025	Transportation
Community Risk Reduction	Strengthen readiness, mitigation and response to Wildland Urban Interface Fires.	Staff		Fire / Parks, Recreation and Open Lands
	Re-establish annual fire inspections of schools and commercial occupancies	Staff	2024-2026	Fire
	Develop detailed processes, including handouts, for assisting developers in understanding specific Fire Code requirements for all aspects of development in the city.	Staff	2024-2026	Fire
Provide Accountability	Establish Status Hearings for clients to explain their circumstances regarding the progress they are making in their sentencing requirements.	Staff	2024	Municipal Court

## Maintain and Improve City Services to Residents

Strategy	Action	Resources	Year	Departments
Modernize Internal Processes	Update City Code / Standards	Staff / Commission	2024-2026	Community Development / Public Works / Transportation / City Attorney / Clerk of the Commission
	Digitization of internal workflow for Ordinances / Codification	Staff	2024-2025	Clerk of the Commission / City Attorney
	Centralization and digitization of Legislative process for Public Hearings; Legal Ads; Public Testimony	Staff	2024-2025	Clerk of the Commission / City Attorney
	Improve Visibility of Asset Management and Planning Documents – Archiving Planning documents into Public access vaults of M - Files	Staff / Budget / Commission	2024-2025	Public Works /Transportation /Parks / Community Facilities / Clerk of the Commission
	Revision/modernization of the City’s Public records retention and destruction policy according to newly reformed SOS guidelines	Staff / Budget / Commission	2024-2026	Clerk of the Commission
	Implementation of Public Decorum Policy	Staff	2024-2025	Clerk of the Commission/City Attorney
	City Wide Boards and Committees Project	Staff / Commission	Ongoing	Clerk of the Commission / City Manager
	Implement new Payroll and HR module within ERP system.	Staff / Budget / Commission	2024-2025	All
	Expand use of M-Files	Staff / Commission / Budget	2024-2026	All
	Launch public facing Citian page	Staff / Budget / Commission	2024	Transportation
	Provide alternative options to traditional sentencing	Staff / Community Partners	2024	Municipal Court

## Maintain and Improve City Services to Residents

Strategy	Action	Resources	Year	Departments
Establish right size Police and Fire staff, and infrastructure to meet service demand.	Explore funding mechanisms for public safety personnel.	Staff / Commission / Budget	2024-2025	Police / Fire
	Design and construct Station 3 with Training Facility.	Staff / Commission / Budget	2024-2026	Fire / Finance / Public Works
Implement REAL Institute Principles	Review all ordinances and resolutions to ensure inclusive language	Staff / Commission	2024-2026	All
	Review ordinances, programs, contracts, etc. to ensure language and process are inclusive	Staff / Commission	2024-2026	All
Expand Transit System	Add hours, staffing, and increase service area.	Staff / Commission / Budget	2024-2026	Transportation
Improve accessibility to court information	Website improvement	Staff	2024-Completed	Municipal Court
Improve accessibility to court hearings	Zoom hearings are provided to those unable to make it to court for various life reasons	Zoom	2024-Completed	Municipal Court
Solidify fiscal policies to promote internal controls and accountability	Codify Debt Service Policy	Staff / Commission	2024-2025	Finance / City Manager
	Codify Financial Policies	Staff / Commission	2024-2026	Finance / City Manager
	Codify Investment Policy	Staff / Commission	2024-2025	Finance / City Manager
	Codify Procurement Policy	Staff / Commission	2024-2025	Finance / Transportation Systems / Public Works / City Attorney / City Manager



## Maintain and Improve City Infrastructure

Strategy	Action	Resources	Year	Departments
Implement Long Range Transportation Plan	Update Plan Including Staffing / Rate Study	Staff / Budget / Commission	2024-2026	Transportation Systems
	Establish Comprehensive Sidewalk Program	Staff / Budget / Commission	2024-2026	Transportation Systems
Improve Transportation Systems	Mini-Malfunction Junction – Design	Staff / Budget / Commission	2025	Transportation Systems
	Mini-Malfunction Junction – Construction	Staff / Budget / Commission	2025-2026	Transportation Systems
	Explore the creation of a dust mitigation program.	Staff / Budget / Commission	2024-2025	Transportation Systems
	Expand Mill/Overlay and Chip Seal programs to address aging roadways	Staff	2025-2026	Transportation Systems
	Provide responsive service in dirt street grading, snow plowing, pothole repair, sweeping, and leaf pickup.	Staff	Ongoing	Transportation Systems
Develop Strategic Plans for Facilities	Implement Work Plan to complete Community Facilities projects	Staff	2024-2025	Community Facilities
	Establish Capital Improvement Plan Priorities	Staff	2024-2025	Community Facilities
	Develop a comprehensive Parks Master Plan	Staff / Budget / Commission	2024-2025	Parks and Recreation





## Maintain and Improve City Infrastructure

Strategy	Action	Resources	Year	Departments
Upgrade City Facilities	Install air-conditioning system in Civic Center	Staff / Budget / Commission	2024-2025	Community Facilities
	Complete restoration of the City's Fire Tower.	Staff / Budget / Commission	2024-2025	Parks, Recreation and Open Lands
	Replace Ballroom floor at the Civic Center	Staff / Budget / Commission	2025	Parks, Recreation and Open Lands / Community Facilities
	Repave North parking lot at the Civic Center	Staff / Budget / Commission	2025	Parks, Recreation and Open Lands / Community Facilities
	Rebuild tennis courts at Kay McKenna Park	Staff / Budget / Commission	2025	Parks, Recreation and Open Lands
	Replace playground equipment at Pioneer Park	Staff / Budget / Commission	2026	Parks, Recreation and Open Lands
	Improve accessibility to City Facilities	ADA upgrades to City-County Building North Parking lot	Staff / Budget / Commission	2024-2025
Complete Master Planning Efforts	Integrated Solid Waste Master Plan	Staff / Budget / Commission	2024-2025	Public Works
	Wastewater Treatment Master Plan	Staff / Budget / Commission	2024-2025	Public Works
	Solid Waste Rate Study	Staff / Budget / Commission	2024-2025	Public Works
	Joint Growth Policy Infrastructure Study	Staff / Budget / Commission		Public Works





## Maintain and Improve City Infrastructure

Strategy	Action	Resources	Year	Departments
Improve Treated Water System	Design Red Mountain Flume upgrades to increase water retention	Staff / Budget / Commission	2024-2025	Public Works
	Replace headgates in the Ten Mile watershed	Staff / Budget / Commission	2024-2025	Public Works
	Replace Ten Mile Water Treatment Plant filter.	Staff / Budget / Commission	2024	Public Works
	Replace Cross-Town Connector	Staff / Budget / Commission	2024-2025	Public Works
	Eureka Well Reconstruction	Staff / Budget / Commission	2024-2025	Public Works
	Complete Groundwater Well project	Staff / Budget / Commission	2024-2025	Public Works
	Reconstruct Ten Mile pump house	Staff / Budget / Commission	2024-2025	Public Works
	Replace Ten Mile Transmission Main	Staff / Budget / Commission	2026	Public Works
	Explore implementation of Service Line Program where the City covers Right of Way.	Staff / Budget / Commission	2024-2025	Public Works
	Improve Wastewater Treatment System	Complete facility improvements to Wastewater Treatment Facility (Scum Pump, Digester, Bioreactor Basin Blowers)	Staff / Budget / Commission	2024-2025
Finish designing Heat Exchanger.		Staff / Budget / Commission	2024-2025	Public Works
Install Airport Gravity Main		Staff / Budget / Commission	2026	Public Works





## Maintain and Improve City Infrastructure

Strategy	Action	Resources	Year	Departments
Improve Solid Waste Infrastructure	Construct new truck storage facility	Staff / Commission / Budget	2025-2026	Public Works
Improve Utility Maintenance Infrastructure	Manhole replacement	Staff / Commission / Budget	Ongoing	Public Works
	Continue with hydrant replacement project.	Staff / Commission / Budget	Ongoing	Public Works
Support City Sustainability Goals	Solar Panels at Bill Roberts	Staff / Commission / Budget	2024-2025	Public Works / Parks, Recreation and Open Lands
	Invest in increased capacity for composting	Staff / Commission / Budget	2026	Public Works
	Explore adding a recycling bailing facility	Staff / Commission / Budget	2026	Public Works
	Install Bioreactor Mixers for Wastewater Treatment facility	Staff / Commission / Budget	2024-2025	Public Works
	Initiate Food Waste Pilot Project	Staff	2024-2025	Public Works







## Holistic Commercial and Residential Development

Strategy	Action	Resources	Year	Departments
Integrate Development Process	Create After Action Reports with Commission	Staff	2024-2025	Community Development / Transportation Systems / Public Works
	Finetune Permitting Process	Staff	Ongoing	Community Development / Transportation Systems / Public Works
	Strengthen Relationships with Development and Engineering Communities	Staff	Ongoing	Community Development / Transportation Systems / Public Works
	Update Land Use approval and development processes and workflow charts	Staff	2024-2025	Community Development / Transportation Systems / Public Works
	Utilize new digital platforms for review/approvals	Staff	2024	Community Development
	Increase visibility to standards and processes	Staff	2024	Public Works / Transportation Systems
Build Capacity for Legal Support	Training for attorneys in this subject	Staff / Budget	2024-2025	City Attorney's Office





## Holistic Commercial and Residential Development

Strategy	Action	Resources	Year	Departments
Promote Neighborhood Vitality	Update City Code / Engineering Standards	Staff	2024-2025	Community Development / Transportation Systems / Public Works / City Attorney / Clerk of the Commission
	Draft a Land Use Plan per MLUPA	Staff / Budget / Commission	2024-2025	Community Development
	Update Zoning Ordinance, Subdivision Regulations, and process in accordance with mandates and MLUPA	Staff / Budget / Commission (consultant)	2025	Community Development / City Attorney



## Be the Employer of Choice

Strategy	Action	Resources	Year	Departments
Offer Competitive Compensation Package	Establish Competitive Market Based pay Plan	Staff / Commission / Budget	2024-2025	Human Resources
	Maintain Competitive and Attractive Benefits	Staff / Commission / Budget	Ongoing	Human Resources
Cultivate Healthy Cohesive Support Culture	Offer supervisory and leadership professional development.	Staff	Ongoing	Human Resources
	Explore Work Schedule Flexibility	Staff / Commission	2026	Human Resources
Implement REAL Institute Principles	Review all ordinances and resolutions to ensure, where appropriate, reference to inclusive categories	Staff / Commission	2024-2026	All
	Review hiring materials/brochures/ads to ensure language is inclusive	Staff / Commission	2024-2026	All
Hire and Retain Excellent Employees	Establish succession plans – advancement-promotion tracks/internships/mentorships/apprentice programs.	Staff / Commission / Budget	2024-2026	Human Resources
	Offer Professional Development Opportunities	Staff / Commission / Budget	Ongoing	Human Resources
	Reward staff enthusiasm for and commitment to the City.	Staff	2025	Human Resources
	Evaluate permanent establishment of an employee position / matrix and compensation committee.	Staff	2024-2025	Human Resources (All)
Implement Digital Interface / Efficiencies	Complete transition to HR module in ERP System.	Staff	2024-2025	Human Resources

**City of Helena, Montana**

11/21/2024

To:

Mayor Collins & the Helena City Commission

From:

Tim Burton, City Manager  
Ryan Leland, Public Works Director

Subject:

Consider Enlargement of Water and Sewer Service Area for 850 Sparta Street legally described as S36, T10 N, R04 W, MS 4874, SWNESE, GOV LT 7 LESS COS'S 393667, 334396,546944.

**Present Situation:**

The owners of 850 Sparta Street have requested to enlarge the water and wastewater service area. The lot is currently within City limits and can be accessed through platted and undeveloped South Street and BLM access agreement that will expire in 2052. Both water and wastewater mains are located in Sparta Street, but the lot is outside the water service area elevation for the Upper Hale Pressure Zone.

**Background Information:**

In the 1890's when the City of Helena was in competition to become the state capital of Montana, one of the requirements to be considered for the capital was to have a certain number of platted lots. In order to meet that requirement a Pennsylvania firm was hired to plat lots across the City without consideration of topography or ability to provide water and wastewater services. As a result, the City of Helena had to create water and wastewater service boundary based on areas that can be served by the existing water and/or wastewater systems. The process to enlarge the service areas for lots within the City but outside the service area require the owner apply to enlarge the boundaries. Staff evaluates the requests for the ability to serve the property and if there are any conditions or infrastructure needs.

Previously, the owner applied for a variance from city codes to install well, septic system, and fire protection from a 2,000-gallon cistern to serve the development. Under current city code 3-1-5, no structure may be occupied unless it is served by city water and sanitary sewer services. Helena City Code 3-11-4 allows two uses for wells, one not necessitating potable water and the other for manufactured goods (and not domestic uses). There are no variances to allow for new well and septic for lots within city limits. In addition, the proposed 2000-gallon cistern for fire protection does not meet City Standards. The City Codes are attached for reference.

**Proposal/Objective:**

The owners Patrick and Dava Murray are proposing to build a single-family residence with outbuildings. City mains are located in Sparta Street and accessible to the development by way of South Street. However, the proposed development is above the elevation for the water service area and will require a booster lift station to serve the property. Wastewater system can serve the property with extension of the wastewater main to property either through South Street or a permitted easement. Depending on where structures are located on the property in proximity to fire hydrants, new fire hydrants may be required. If new hydrants are required, then the hydrants must meet current city standards and building codes. This would possibly require a new tank or city owned booster station and city mains

**Advantage:**

None noted

**Notable Energy Impact:** None noted

**Disadvantage:** None noted

**Quasi-Judicial Item:** False

**Notice of Public Hearing:** False

**Staff Recommendation/  
Recommended Motion:** Move to conditionally approve the enlargement of the Water and Wastewater Service Area for 850 Sparta Street with the following conditions:

- Extend both the city water and wastewater mains to serve the property, either through South Street or a new easement
- Install a wastewater service to City Standards
- Install a water service to City Standards, which will require either a booster station or tank
- If new hydrants are needed, the new hydrants must be supplied through a city main and either a City owned tank or booster station.

# CITY OF HELENA

## APPLICATION FOR ENLARGEMENT OF WATER & WASTEWATER SERVICE AREA

1. The undersigned property owner or owners ("Owner") hereby apply to the City of Helena ("City") for enlargement of the City's service area to include Owner's/Owners' property for the following services: (check the applicable services)

Water

Wastewater

2. The property requested to be included in the enlarged service area is legally described as follows (include property identification number): Geocode: 05-1887-36-4-01-17-0000

Assessment Code: 0000003139, S36, T10 N, R04 W, MS 4874, SWNESE, Gov. Lot 7 less COS's 393667,334396,546944.

3. The Owner agrees that in consideration of the property being included in an enlarged area for the above requested City services, the property (check all that apply):

( ) be immediately annexed into the City (required is property is contiguous to the service area for both water and wastewater)

(X) be included in an annexation district

( ) be annexed at a future time pursuant to an agreement with the City.

4. The Owner understands that even though Owner requests annexation, inclusion in an annexation district or annexation at a future time pursuant to an agreement, the City is not obligated to accept any of the requested actions and may deny enlargement of the requested service area. The Owner further understands that if the Owner requests immediate annexation, the City may agree to the annexation, defer annexation to a future time pursuant to an agreement with Owner, or refuse to approve the annexation at this time.

5. For deferral of annexation through either the annexation district or an agreement, the Owner understands and agrees to the imposition of the following conditions:

**A. Annexation:** The Owner consents to and waives Owner's right to protest annexation when elected by the City. Annexation will occur \_\_\_\_\_

The property boundary already lies within city limits. \_\_\_\_\_

**B. Infrastructure Improvements:** Owner agrees to the financial responsibility, including consent to and waiver of protest of creation of special improvement districts for the installation, construction, and reconstruction to city standards of infrastructure, including, but not limited to, \_\_\_\_\_

No infrastructure improvements are proposed at this time. \_\_\_\_\_

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Owner consents to submit to plan approval, construction oversight, final acceptance, easements, and ownership by City of infrastructure installed for services being provided. If Owner continues to receive water from private water sources, such as Owner's well, Owner agrees and acknowledges that the City cannot ensure the quality or quantity of the water for either human consumption or fire protection. Until Owner's property is receiving City water, Owner understands that the private water source (well) is not part of the City's water system and will not be owned, operated, or maintained by the City.

**C. Applicable City Codes:** Owner agrees to comply with the Helena City Code as it applies to the service provided through the service area enlargement, including installation of and access to approved water meters on Owner's well.

**D. Solid Waste Service:** Owner understands that under §7-2-4736, MCA, City may not provide municipal solid waste service to Owner's property for five (5) years following annexation and then upon petition of Owner requesting the service. By this Application, the Owner petitions the City to provide municipal solid waste service to the property as soon as legally possible.

**E. Future Subdivision:** Owner agrees to not subdivide the property unless the subdivision has first been reviewed and approved by the City.

**F. Building and Fire Codes:** Owner agrees to comply with City building and fire codes, including plan approval, payment of fees, and submission to inspection of improvements.

**G. Prezoning and Compliance with Zoning Regulations:** Owner requests that Owner's property be prezoned, and Owner agrees to comply with all zoning regulations applicable to the prezoning designation and will not permit any new use inconsistent with the prezoning designation.

**H. Easements and Utility Systems:** Owner agrees to provide necessary utility easements for construction, installation, maintenance, replacement, and repair of utility mains needed to provide requested services to Owner's property. Owner also agrees to transfer and convey to City any community-served utility systems owned by Owner that are part of service to the property.

**I. Legal and Physical Access:** Owner represents that there is legal and physical access to Owner's property and Owner will do all things necessary to ensure the continuation of that legal and physical access when any City service is provided to the property.

**J. Payment of Fees:** Owner agrees to pay all applicable fees and charges relating to the City service being provided, and payment of any fees set by the City for service area enlargement.

**K. Responsibility for Outstanding Indebtedness:** Owner acknowledges that Owner is responsible for any outstanding indebtedness against the property for rural

improvement districts, fire districts, and other county-established districts.

**L. Restrictions and Required Mitigation:** Owner agrees to abide by use restrictions and implement required mitigation measures necessary to prevent injury or damage to or degradation of the services being provided.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
(Print Owner Name) Patrick Murray  
(Print Owner Address) 427 Power St., Helena, MT 59601

\_\_\_\_\_  
(Print Owner Name) Dava Murray  
(Print Owner Address) 427 Power St., Helena, MT 59601



# Helena City Code 3-1-5 and 3-11-4

## **3-1-5: OCCUPIED STRUCTURES TO BE SERVED BY CITY UTILITIES:**

A. No structure may be occupied unless it is served by city water and sanitary sewer services.

B. All service connections to city water and sanitary sewer services must be:

1. Connected to a city water or sanitary sewer main in the city's right-of-way, alley, or the city's utility easement adjacent to the structure to be served;

2. In compliance with Title 6 of this city code; and

3. In compliance with city engineering standards.

C. If no city water main is available in the city's right-of-way or alley adjacent to the structure, the owner of the structure must, at the owner's sole expense, extend the existing city water main through the entire length of the property to be served. All such extensions must be made in compliance with Title 6 of this city code and city engineering standards.

D. If no city sewer main is available in the city's right-of-way or alley adjacent to the structure, the owner of the structure must, at the owner's sole expense, extend the existing city sanitary sewer main through as much of the length of the property as is determined necessary and reasonable by the director of public works of the city. All such extensions must be made in compliance with Title 6 of this city code and city engineering standards. (Ord. 3280, 2-24-2020)

## **3-11-4: AUTHORIZED WELLS:**

A. Upon obtaining a well permit pursuant to this chapter, a person may use a water well within the city limits for the following purposes:

1. Production of manufactured goods, whether or not such goods are designed for human consumption. Well water used for production of manufactured goods may not be used for other domestic uses except as otherwise allowed by this chapter.

2. Uses not necessitating potable water.

B. A person desiring to install and use a water well shall make application therefor to the building and safety division of the community development department for a well permit. Any such application shall contain the following information:

1. Name of applicant.

2. Purpose for which the well and well water are to be used. For manufacturing uses, a statement of why well water is preferable to city water.

3. A site plan and legal description of the property proposed to contain the well and of the property to be served by the well. The site plan must show the proposed location of the well and well equipment or piping associated with the well water distribution system. The site plan must also show all underground utilities (i.e., water, sewer service, gas, electric, telephone, cable television, etc.). The applicant shall verify utility locations when preparing the site plan by contacting the "one call utility locate system" and shall preserve such evidence on site until the well is drilled.

4. Name of person who will drill the well.

5. Proof that the applicant either has obtained a ground water appropriation certificate from the state of Montana or that a certificate is not required.

C. Before the well is put into operation, the building official will inspect it to determine that the well will be utilized only for permitted purposes and that no unauthorized connections or cross connections from the well to the city's water distribution system have occurred. Cross connections may be authorized by the public works director if the city's water distribution system is protected from backflow from the well according to the applicable plumbing or water quality codes designed to protect public health. The building official will also inspect the drilling premises to determine compliance with subsection E of this section. The building official shall make the investigation necessary to determine that the well being applied for is within the property boundaries described in the application and will not adversely affect city owned utilities (i.e., water and sewer mains, storm drains and similar structures) that may cross through the applicant's property, with or without an easement, as determined by the utility locate verification required in subsection B3 of this section.

D. Notwithstanding any other provisions of this chapter, the permit required hereunder shall be obtained by the person applying for the same or by the drilling firm responsible for drilling the well. The permit is valid for a period of one hundred eighty (180) days from the date of issuance, and if drilling of a new well or development of an existing well is not commenced within that time period, the permit lapses.

E. During the drilling process, any products of the operation shall be confined to the premises upon which the well is being drilled. Discharging of waste materials in or on city rights of way, alleys, streets or drainageways is prohibited. In the event waste materials are improperly discharged, the property owner or driller will be required to complete restoration and cleanup to city specifications prior to final approval of well operation.

F. The building and safety division may grant a permit for the use of a well for one of the purposes announced in this section, but only after making the following findings:

1. For manufacturing purposes:

a. The existence of a bona fide manufacturing or commercial need for the use of well water in the manufacture of a product. For purposes of this section, the mere fact that well water may be less expensive to use in the manufacturing process may not be considered a bona fide manufacturing or commercial purpose;

b. That city water is used to separately supply other water demands on the premises;

c. The well is not directly or indirectly connected or cross connected to the city's water distribution system; and

d. That the applicant has agreed to pay a reasonable fee to the city that will compensate the city for providing standby potable water and sewage services to the manufacturing premises. The fee will be based upon existing rates and charges for utility services then in effect and adopted by the city.

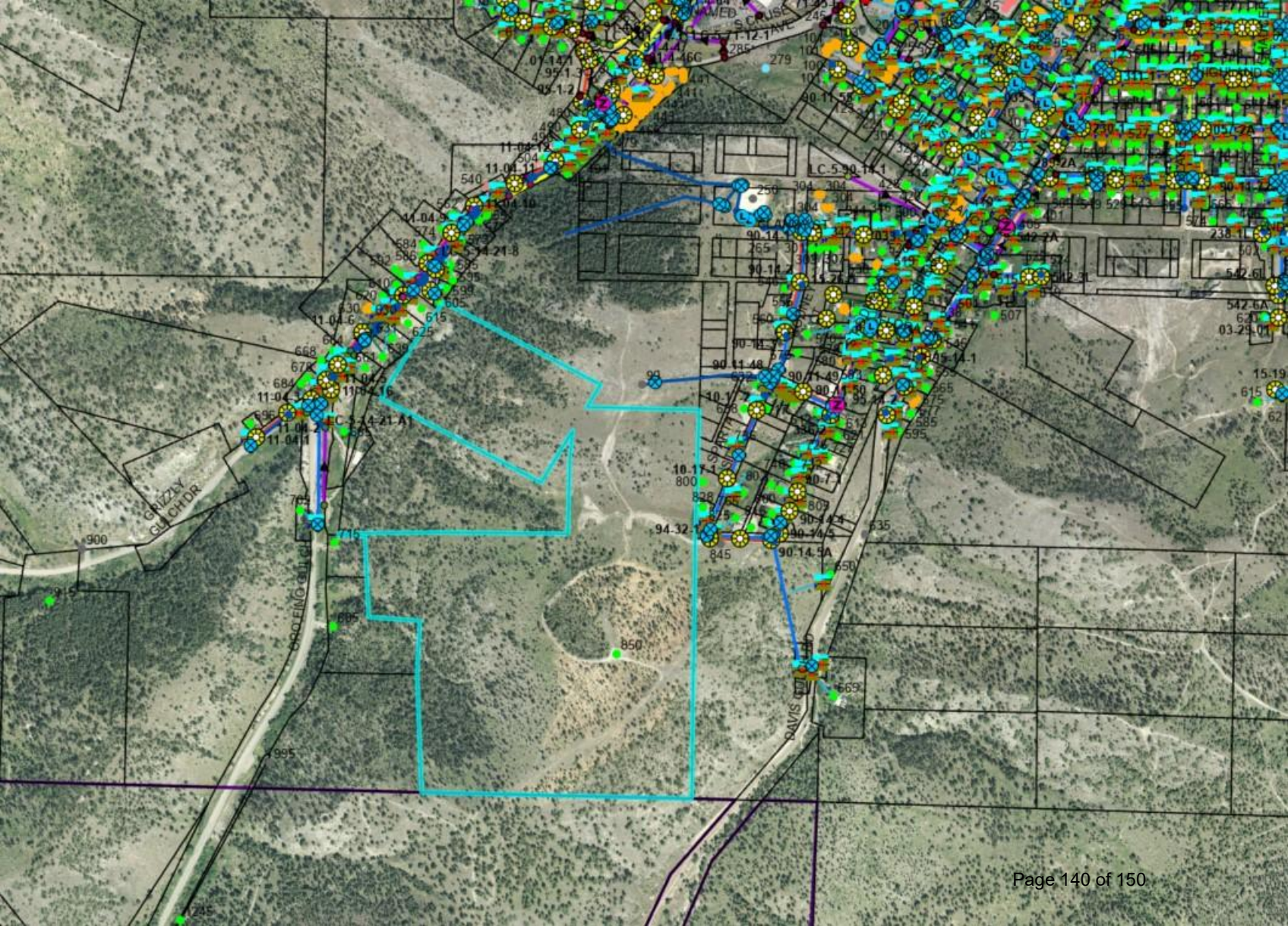
2. For uses not requiring potable water:

a. That the well, its piping, and fixtures will not be directly or indirectly connected or cross connected to the city's water distribution system unless the city's water distribution system is protected from backflow from the well by means approved by the public works director as provided in subsection C of this section; and

b. That the well will be used exclusively for the purpose stated in the application.

3. The application is not a subterfuge for using the well in question for potable human consumption or domestic or commercial uses not allowed by this chapter.

4. Wells producing water that is discharged into the city's wastewater system must have a city approved water meter to measure water produced by the well. (Ord. 3015, 2-28-2005)



**City of Helena, Montana**

**December 2, 2024**

**To:** Mayor Collins and the Helena City Commission

**From:** *Rebecca Dockter, City Attorney*  
*Murry Warhank, JMG, Attorney for City of Helena*

**Subject:** Consider approving the Settlement Agreement regarding the *RGB, et al. v. City of Helena* lawsuit

**Present Situation:** RGB and 7 other plaintiffs with properties in the City filed suit against the City of Helena challenging the creation of District 1 for the purpose of assessing street maintenance assessments against their property, as well as the methodology used to assess and the way the monies have been spent by the City. The City, through the City Manager Burton, City Attorney Dockter, and Transportation Director Knoepke met with the Plaintiffs during a court ordered settlement conference and resolved the matter in a preliminary matter. The settlement agreement outlines the terms of the settlement. The settlement agreement was outlined in a closed meeting at an administrative meeting with the Commission. The Commission agreed by consensus to proceed to drafting the terms of the settlement agreement as agreed upon. The settlement agreement is attached.

**Background Information:** The City of Helena has assessed street maintenance assessments for decades to fund the construction and maintenance of Helena streets as allowed by statute. The assessment methodology adopted by the City Commission for over a decade justified a different assessment between commercial and residential users because the City Commission found that commercial properties generate more vehicle trips in Helena than residential properties. The methodology used has resulted in some commercial properties paying more per square foot though they do not generate the same traffic because they only use a portion of their property commercially or because the type of business, in general, generates less traffic. Plaintiffs RGB and others filed suit against the City to challenge the creation of the district, the methodology used for assessment, and the use of the monies collected. The claims regarding the creation of the assessment and whether the assessments were taxes was resolved in a summary judgment decision in favor of the City. Other claims survived the summary judgment decision. The proposed settlement agreement resolves the remainder of the issues and Plaintiffs agree to withdraw the lawsuit against the City with prejudice when the City performs on the settlement agreement.

**Proposal/Objective:** The City recommends approval of the Settlement Agreement, attached. The basic terms of the Agreement are to refund the Plaintiffs a sum of \$193,126.11 from the protested funds, and also to recommend passing of a methodology to resolve the issues raised in the lawsuit for the future assessments. In addition, the Plaintiffs have agreed to the developable portion of their property that will apply in the term while the methodology is being considered. The settlement provisions are expressly contingent upon and not effective until approved by the City Commission.

**Advantage:** The advantage of the settlement agreement is that the City will pay no more than the Plaintiffs have paid in protest. Therefore, funds for the payment of settlement are already secured in a protest fund set aside for

resolving protest issues. In addition, the disagreement will be permanently settled by passage of a methodology that addresses the inequities claimed by Plaintiffs to occur. The City has planned to address this methodology but has not done so because of the ongoing litigation.

**Notable Energy Impact:**

*None.*

**Disadvantage:**

The disadvantage of a settlement agreement is that the City will forego the monies paid into the street assessments funds that will not be used for the construction and maintenance of city streets. These funds were already set aside for protest, but they will no longer be available to the City.

**Notice of Public Hearing:**

(False)

**Staff Recommendation/  
Recommended Motion:**

*Move to approve the Settlement Agreement proposed by City.*

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement (Agreement) is made by and between the Petitioners RGB Investments, LLC (“RGB”), 80 Proof LLC (“80 Proof”), CAS Holdings LLC (“CAS”), Maureen Blatter, trustee of the Maureen Blatter Family Trust (“Blatter Trust”), Simmons Development, LLC (“Simmons”), and Laborers AGC Apprenticeship Training and Work Preparedness Trust (“Laborers”); and the City of Helena (“City”) and is effective once fully executed.

### **RECITALS**

The City created and administers Street Maintenance District No. 1 (“District”) for the purpose of providing maintenance to public streets for all years relevant to this Agreement, specifically beginning in 2021. The City levies annual assessments on all properties within the City for the purpose of funding the District.

Petitioners have challenged the City’s District and the street assessments pertaining to their respective properties (“Assessments”) and filed a lawsuit seeking declaratory judgment pursuant to Mont. Code Ann. § 15-1-406 and other relief before the First Judicial District Court, Lewis & Clark County, Case. No. DDV-2022-59 (“Civil Cause”).

Specifically, Petitioners challenged the assessment relating to the following parcels:

- RGB: 2823 Airport Road, Assessment Code 21407, Geocode 05-188-28-2-14-10-0000 (“RGB Parcel”)
- Laborers: 3100 Horseshoe Bend Road, Assessment Code 18055, Geocode 05-1887-14-4-01-09-0001 (“Laborers Parcel”)
- Simmons: 2705 and 2707 Broadwater Avenue, Assessment Code 35576, Geocode 05-1887-23-2-01-17-0000 (“Simmons Parcel”)
- 80 Proof: 1100 E Lyndale Avenue, Assessment Code 3695, Geocode 05-1888-30-1-27-20-0000
- 80 Proof: 1827 Prospect Avenue, Assessment Code 5436, Geocode 05-1888-29-4-20-35-0000
- CAS: 908 Euclid Avenue, Assessment Code 5482, Geocode 05-1887-25-1-45-07-0000
- CAS: 1151 Partridge Place, Assessment Code 36299, Geocode 05-1888-18-4-02-55-0000
- Blatter: 2500 N. Cooke Street, Assessment Code 40046, Geocode 05-1888-20-2-01-22-0000

Petitioners paid at least part of the Assessments under protest, and Lewis & Clark County is currently holding protested payments in the County's protest fund.

The parties desire to fully and finally settle all controversies relating to the Assessments for all years beginning with 2021.

This Agreement represents a compromise and is not for any purpose other than fully and finally to settle the dispute between the parties. Neither party concedes any argument in support of their respective positions by entering into this Agreement.

In consideration of the foregoing, and the representations and promises made herein, the parties agree as follows:

**SECTION ONE**  
**Basis of Agreement**

The City will direct Lewis & Clark County to refund \$193,126.11 from the protested funds to Petitioners, c/o Crowley Fleck PLLP IOLTA Trust Account within 30 days of approval by the City Commission. The City will take all reasonable steps necessary to cause the County to release the protest funds. The funds will be distributed among Petitioners as they agree.

The City will adopt the provisions in Exhibit A ("Revised Assessments Resolution") or terms more favorable to Petitioners.

For purposes of Exhibit A, the City agrees the undeveloped area for the street maintenance assessment will be 70% for the RGB Parcel, 80% for the Simmons Parcel, and 96% for the Laborers Parcel collectively (the "Settled Parcels"). These percentages shall take effect for the 2024 assessment year and remain in effect until there is (a) a material change in the calculation methodology in the street assessment that no longer considers the development of the parcel or (b) further development of these parcels. The owners of the RGB, Simmons and Laborers Parcels will not be subject to the initial application or annual reapplication process set out in Exhibit A but agree to notify the City of any development of a parcel impacting future assessments. The City agrees that fencing and standard property maintenance do not constitute development for purposes of this Agreement.

Owners of the Settled Parcels may notify the City by electronic mail to the Transportation Systems Director each year by August 1st, that no development has been made to the property and to confirm that the assessment will be made correctly. Failure to provide this notice does not impact Petitioners' entitlement to the agreed assessments on the Settled Parcels.

If an incorrect assessment is made, Petitioners agree to notify the Transportation Systems Director prior to filing any litigation. Any incorrect assessment made pursuant to this agreement shall not be considered material and neither party will be entitled to attorneys' fees if the assessment is corrected prior to the due date of the first half property tax payments.

The City agrees to waive collection of any street maintenance assessment for assessment year 2024



(payments due November 30, 2024 and May 31, 2025) that would exceed the amount due under the terms of the resolution in Exhibit A for the RGB Parcel, Laborers Parcel, and Simmons Parcel.

**SECTION TWO**  
**Unopposed Motion to Dismiss**

Upon receipt of the above referenced refund and approval of the City Commission of this Agreement and the Revised Assessment Resolution (or a resolution more favorable to Petitioners), Petitioners shall file an Unopposed Motion to Dismiss with Prejudice the Civil Cause. The City consents to this Motion and to dismissal of the Civil Cause. By operation of law, this dismissal shall apply to Petitioners and any putative class related to the Civil Cause.

**SECTION THREE**  
**Scope of Agreement**

Nothing in this Agreement shall be construed to determine the Petitioners’ liability with respect to any other assessment. Nothing in this Agreement shall be construed as determining the liability of any other person or entity. This Agreement reflects a compromise by the parties for assessment purposes only.

**SECTION FOUR**  
**Notices**

Any notice required to be given under this Agreement, including a change of address, must be in writing. The City’s address for receiving such notice is:

Murry Warhank  
Jackson Murdo & Grant, PC  
203 North Ewing Street  
Helena, MT 59601

With a copy to:

City of Helena Attorney’s Office  
Attn: Rebecca Dockter  
City County Building  
316 N. Park Ave. Room 203  
Helena, MT 59601

Petitioners’ address for purposes of receiving notice is:

Michael Green  
Crowley Fleck PLLP

900 N. Last Chance Gulch, Suite 200  
Helena, MT 59601

With a copies to:

RGB Investments, LLC  
CAS Holdings, LLC  
80 Proof LLC  
Maureen Blatter Family Trust  
c/o Bryan and Chris Sandrock  
PO Box 5834  
Helena, MT 59604-5834

Laborers AGC  
Apprenticeship Training and  
Work Preparedness Trust  
c/o Leta Eschenbacher  
201 W. North River Dr.  
Suite 190  
Spokane, WA 99201

Simmons Development, LLC  
c/o Barry Simmons  
6342 Main St. Trlr. B5  
Bonner Ferry, ID 83805-8636

**SECTION FIVE**  
**Liaison**

Petitioners designate Michael Green of Crowley Fleck PLLP (406-449-4165 mgreen@crowleyfleck.com) as its liaison to whom the City is to direct communications concerning this Agreement.

The City designates Murry Warhank (406-442-1300 mwarhank@jmgattorneys.com) as its liaison to whom the Petitioners shall direct communications concerning this Agreement.

**SECTION SIX**  
**Costs, Fees, Expenses, and Damages**

Each party shall bear its own costs, fees, and expenses, including attorney fees, arising in any manner from this dispute and each releases the other, its attorneys, employees, agents, and assigns from any liability for such costs, fees, and expenses, and from any damages, known or unknown, liquidated or unliquidated, arising in any manner from the dispute.

**SECTION SEVEN**  
**Release**

By entering into this Agreement, the City waives any further assessment for 2021 through 2024 tax years, except as specifically set out in this Agreement. Each Petitioner waives its right to further challenge or appeal the City's Assessments of Petitioners' parcels for the 2021 through 2024 tax years, or pursue claims related to the City's Assessments which were or could have been brought in the Civil Cause except for the right to enforce the terms of this Agreement.

Unless otherwise stated, nothing in this Agreement shall limit Petitioners' ability to challenge or appeal any future assessment of their respective properties following assessment year 2024.

**SECTION EIGHT**  
**Choice of Law and Venue**

This agreement is governed by the laws of the State of Montana. The parties agree that any



\_\_\_\_\_  
Maureen Blatter, Trustee      Date

\_\_\_\_\_  
Bryan Sandrock      Date

City of Helena:

\_\_\_\_\_  
Tim Burton, City Manager      Date



“Developed Area” means any portion of a commercial lot or parcel which has been altered from its natural state by the creation or addition of any buildings, structures, pavement, parking or storage areas, landscaping, or other improvements.

“Undeveloped Area” means any portion of commercial lot or parcel that is not a Developed Area.

Commercial Lot owners may apply to the Transportation Systems Director for reevaluation of the assessment of a commercial lot if 40% or more of that lot is Undeveloped Area. Commercial Lot owners have the burden of proof, and shall submit by August 15<sup>th</sup> of each year at least the following information:

1. The lot’s legal description, address, and geocode;
2. A survey or other professionally prepared photograph or map proving the proportion of the commercial lot that is Undeveloped Area.
3. Photos evidencing the condition of the property.

Commercial Lot owners must apply yearly. If applications are not received by August 15<sup>th</sup> of each year, the Commercial Lot will not be eligible for reassessment under this ordinance.

If a Commercial Lot owner proves that the commercial lot comprises more than 40% Undeveloped Area, the lot or parcel shall be assessed as follows:

1. The Commercial rate per square feet of Developed Area for the first 1 million or more square feet per lot or parcel, plus
2. The rate established for a Vacant lot.

An owner may appeal a decision of the Transportation Systems Director regarding the Undeveloped Area of property to the City Commission.